

1888-013
Nansemond Co. (Suffolk) Chancery Causes: W.F. Allen & Son] etc vs Jesse King et al

Cassell, Dunford, B. Whitlock & Co], Tischler, Martin, S N Brickhouse & Co],
H G Williams & Co], Hill, B F Baxter & Co], G R Barrett],
Oberndorfer & Co], J W Hunter & Co], Heas & Aronheim], D B Taylor & Co],
H Brunhild & Bro]

W. J. Allen Sows als

vs

Jesse Kings als.

This Cause came on this day to be again heard upon the papers formerly read, and Exhibits of debts filed therewith, and upon the petitions of W. B. Martin, assignee of, B. F. Barker & Co., H. G. Williams & Co., Oberdorfer & Co., G. R. Barnett, J. M. Hunter & Co., Haas & Aouheim, B. Witt & Co., Max Fischler, D. D. Taylor & Co., and H. Brundhill & Co., and was argued by Counsel. On consideration whereof it appearing to the Court, that no defense has been made, save to the injunction obtained in this cause, and that the several claims against said Jesse King for goods, wares and merchandise, filed with the Original Bill and the several petitions in the Cause are taken for confessed, the Court doth adjudge, order and decree, that the Complainants, and Petitions severally recover against the said Jesse King, the following amounts respectively, with interest as hereinafter set forth, to wit: W. J. Allen & James E. Allen, partners trading as W. J. Allen Sows, the sum of \$153²¹/₁₀₀ with interest on \$90⁵¹/₁₀₀ part thereof from the 2^d day of April 1887, and on \$63⁷⁰/₁₀₀ remainder thereof from the 24th day of March 1887 till paid = W. B. Martin, assignee of S. N. Bickhouse, the sum of \$123²⁰/₁₀₀, with interest on \$20⁰⁰/₁₀₀ from Mch 10th 1887, on other \$20⁰⁰/₁₀₀ from Mch 17th 1887, on other \$20⁰⁰/₁₀₀ from Mch 24th 1887, on other \$20⁰⁰/₁₀₀ from Mch 31st 1887, on other \$20⁰⁰/₁₀₀ from Apr 7th 1887, & on \$23²⁰/₁₀₀ from Apr 14th 1887

N. G. Williams, trading as N. G. Williams & Co, the sum of \$28⁷⁰ with interest from June 16th 1887 - B. F. Bartlett & A. L. Hill trading as B. F. Bartlett & Co, the sum of \$63⁷⁴ with interest from March 2^d 1887 - B. Oberdorfer, trading as Oberdorfer & Co, the sum of \$9⁷⁷ with interest from the 18th of May 1887 - E. N. Barnett & R. N. Barnett, partners trading as E. N. Barnett, the sum of \$53²⁰ with interest from April 30th 1887 - J. W. Hunter & Co, partners trading as J. W. Hunter & Co, the sum of \$95⁹⁷ with interest from Feb 28th 1887 - M. Haas & A. Arouheim, partners trading as Haas & Arouheim the sum of \$20⁰⁰ with interest from Feb 20th 1887 - David B. Taylor, trading as David B. Taylor & Co, the sum of \$50⁰⁰ with interest from Jan 9th 1887 - N. Brundhill and E. Brundhill, partners trading as N. Brundhill & Co, the sum of \$315⁴⁵ with interest from the 15th day of Jan 1887 - B. Wittlok & H. Jacobosky, partners trading as B. Wittlok & Co the sum of \$21⁰⁰ with interest from May 19th 1887, and Max Fischler the sum of \$46³⁵ with interest from the 20th of May 1887; all of said sums to bear interest until payment.

And the Court doth further adjudge order and decree that the Clerk of this Court enter upon the judgment docket thereof, against the said Jesse King, judgments in favor of the said several claimants respectively for the several sums decreed to them herein, and with their costs

by them in this behalf expended,

And nothing further remaining to be done, it
is ordered that this cause be removed from
the docket.

W. D. Allen & sons

vs

Jesse King & als -

Deceit -
Oct 18th 1888.

To be entered.

C. M. Hill
Oct 18. 1888

Entered by O.B.
No 2 P 236

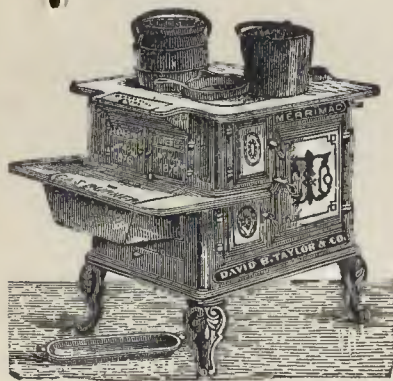
Richmond, Va May 2, 1887.
 Mrs. Jessie King, Magnolia, Va.
 Wm. Brumfield & Bro

H. Brunkild & Bro.

Importers and Wholesale Dealers in
Foreign & Domestic Liquors & Cigars.
1404 E. Main Street.

~~SCHEDETT DOSSUGIT EDYAT APT HANU RUTNY~~

1886									
Nov.	16.	1	Dbl.	" Star Rye,	47	gals,	@ 2 ⁰⁰	94	
		1	"	Log Cabin,	47	"	" 1 ⁵⁰	70	50
		1	"	Apple Brandy,	45	"	" 1 ⁵⁰	67	50
		1	"	Fob. Wine,	47	"	" 1 ¹⁵	54	05
		1	"	Choir Rye,	47	"	" 1 ⁰⁰	47	
		1/2	"	N.E. Rum,	26	"	" 1 ¹⁵	31	40
				Drayage				25	
									364 70
Dec.	22.	1	Dbl	S.E. Brandy,	47	gals	@ 1 ⁰⁰	47	
		1	Reg	" Ringer	10	"	" 1 ⁰⁰	11	
				Drayage				25	
									58 25
1887.	Feb.	9.	500	Anti-Nicotine	5	gals	@ 1 ⁰⁰		
				Block					17 50
									440 45
1886	Dec	23		Dry Cash,	100.00				125 00
				Met 5 " Dry Cash			@ 25 ⁰⁰		
				Balance Due us					315 45



MERRIMAC HOT BLAST COOK.

TERMS

60 days.

BOUGHT
OFDavid B. Taylor & Co.
(SUCCESSORS TO TAYLOR, CHADWICK & CO.)MANUFACTURERS AND DEALERS IN
TINWARE, STOVES & HOLLOW WARE.

No. 26 South Howard St.

Nov. 10/86	3	Dz. 2 qt. Kettles	.65	1 95	
	3	" 3 "	1.00	3 00	
	3	" 4 "	1.35	4 05	
	3	" 1" leaf Pots	.85	2 55	
	3	" 2 "	1.25	3 75	
	3	" 3 "	1.50	4 50	
	3	" 4 "	1.75	5 25	
	3	" 1/2 pr. Dippers	.35	1 05	
	3	" 1 "	.50	1 50	
	3	" 1" Cups	.25	75	
	3	" 1 qt. "	.40	1 20	
	2	" #030 Basins	1.00	2 00	
	1	" 2 qt. flat Oil cans	1.50	1 50	
	1	" 4 "		2 00	
	1	" 3 " Mini. Kettles		2 25	
	1	" 14 in. Spoons		75	
	1	" #3 Tiny Pans		2 00	
	1	" Oak Sieves		1 20	
	1	" 4 pr. Dish Pans		1 50	
	1	" 4 1/2 "		1 75	
	1	" 5 "		2 00	
	1	" 10 qt. Pans.		2 75	
	1	" 14 "		3 50	
	1	" #16 Bristol	13.00		
		Lew 25 of.	3.25	9 75	
10		Joint Pipe & 2 Elbows		2 00	
		Boxes & Drayage		1 75	66.25
Dec. 20/86	3	Dz. Lava Plates	.40	1 20	
	3	" Money Banks	.40	1 20	
	2	" #2 Mugs	.40	80	
	3	" Lava Pt. Cups	.50	1 50	
	2	" Puritan "	.60	1 20	
	2	" Jumbo "	.50	1 00	
	2	" Lava Kettles	.75	1 50	
				8.40	66.25

Dec. 20/86 2 1 Doz. Jap. Horns 1.00
 1 1/2 " " Plain " " 45
 2 " " Razah Graters .85
 Ball payage

Feb'y. 1887 By Cash

8 40 66 20

2 00

68

1 70

50

13 28

79 53

29 53

50 00

State of Maryland, Baltimore City, Sct:

I HEREBY CERTIFY, That

Esquire, before whom the annexed acknowledgment and affidavit

Geo McAffray was made, and who has thereto subscribed his name, was, at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this *12th* day of *May* A. D. 1887.

Das Bond
Clerk of the Superior Court of Baltimore City.

STATE OF MARYLAND, CITY OF BALTIMORE, ss.

On the 12th day of May Eighteen Hundred and Eighty Seven
before the subscriber, a Justice of the Peace, in and for said State and City, personally appears
C. C. Sadtler & Clerk for David B. Taylor & Co
and makes oath on the Holy Evangelists of Almighty God, that the annuity account, as stated is
just and true; and that to the best of his knowledge and belief, no part or parcel of the same has ever been
either directly or indirectly, paid, satisfied, or secured, except the credit given

SWORN BEFORE

Wm. McCaffrey 

To Hon^{ble} Ch. Hill. Judge of the Circuit Court of Han-
seman County:

W. J. Allen Son }
20 } In Chancery,
Jesse King & als }

(Your petitioners David B.
Taylor, trading under the name of D.B. Taylor & Co.
of the City of Baltimore and H. Brendtall & E. Brend-
tall, trading under the name of H. Brendtall & Co.
of the City of Richmond Va, respectfully represent to
the Court that Jesse King, of Hanseman County
Virginia is indebted to your Petitioners D.B. Taylor &
for goods wares and merchandise sold and deliv-
ered to said Jesse King at his special instance
and request, in the sum of \$50⁰⁰ with interest
thereon from the 9th day of January 1887 till paid,
and to your Petitioners H. Brendtall & Co, for goods, wares
and merchandise sold and delivered to said Jesse
King at his special instance and request, in the
sum of \$315⁴⁵/₁₀₀, with interest from the 15th day
of Jan 1887 till paid. That being so indebted the
said Jesse King made sundry conveyances of his
property with intent to hinder delay and defraud
your petitioners and other creditors of said Jesse
King, from what they are lawfully entitled to out-
of his Estate which is insolvent.
That a Chancery suit has been instituted in the
Circuit Court of Hanseman County against the

said Jesse King and us, by W. F. Allen Son, the ob-
ject of which is to set aside and annul the said
conveyances as fraudulent and void as to the
creditors of said Jesse King. Your petitioners
unite in all the allegations and prayers of the
said Bill, and ask to be admitted as parties Plain-
tiff therein and to share in any assets which
may come under the control of the Court un-
der the terms of said Bill.

And they will ever pray &c.

D. B. Taylor & Co

H. Brundell & Bes

By Counsel

J. W. Wright P.P.

Wright P.P.

Petition of
D.B. Taylor & Co &
H Beudhill & Co -

In

W. F. Allen & Son

vs } In Chancery -

Jesse King & als

Filed

May 13th 1887.

Peter B. Nichols, CMA.

Folio 696

Norfolk, Va. May 6 1887

Mr. Jesse King

Magnolia Va

To J. W. Hunter & Co., Dr.

Dry Goods and Notions,

40, 42 & 44 Commerce Street.

Interest will be charged on }
1886 All Bills Past Due. }

90 days

All remittances by Express or
otherwise must be prepaid.

Nov 10	To Invoice	53 96
Dec 6	" "	62 01

average due July 28

July 7	By Cash	20
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Total due.
Int from July 28th 9/87

115 97
95 97

S. L.

Please do what you can in our
interest with the above

Yours

J. W. Hunter & Co.

Mr. Jene King

FANCY
Cakes and Crackers,
A Specialty.
—SPICES—
OF ALL KINDS.



HAAS & ARONHEIM,

MANUFACTURERS' OF

French and American Confectioneries,

WHOLESALE DEALERS IN

Fruits, Nuts, Jellies, Canned Fruits, &c.

In selecting FRUIT for
Orders, we exercise our
best judgment, and can-
not guarantee the FRUIT
to arrive sound.

All FRUIT will be at
Purchaser's risk.

TERMS:

NO. 74 WATER STREET.

86 Dec. 20 th 18	lbs. Mince Meat	7	1	26	
20	" Apple + Peach Butter	7	1	40	
30	" Mixture	10	3	00	
1	Box Fire Crackers		1	25	
1	Case oo Fire Works		3	00	
7	Boxes Candy	60	4	20	
5	" Toy Candy	75	3	75	
1	Travelers Companion		7	50	
1	Knife Drawing		5	00	
3	Boxes Prizes	1.00	3	00	
2	" Penny "	90	1	80	
50	lbs. Candy	8	4	00	
2	Boxes fancy 144	85	1	70	
2	lbs. Chocolate	25		50	
59	" Soda Crack.	5	2	95	
1	Grogs Caps			60	
1/2 dz.	Pistols Each 40 + 75 +			58	
	Boxes + Ctg.		75	46	24
87 Feb. 19	By Cash		20	00	
Apr. 22	do		6	24	26 24
			Bal. f	20	00

To Hon. Ch. Hill, Judge of the Circuit Court of Han-
senand County:

W. F. Allen & Son

vs

Jesse King & als

} In Chancery

Your petitioners, J. W. Hunter and

Coopers, partners in trade under the
name of J. W. Hunter & Co. of Norfolk Va; and A. M.
Haas and A. Aouheim, partners in trade under the
name of Haas & Aouheim of the same City, respect-
fully represent to the Court that Jesse King of Han-
senand County, is indebted to your petitioners for
goods, wares and merchandise sold and delivered to
said Jesse King at his special instance and re-
quest, respectively as follows: to said J. W. Hunter & Co
in the sum of \$95⁹⁷ with interest from Feb 28th 1887
and to said Haas & Aouheim in the sum of \$20⁰⁰ with
interest from the 20th day of January 1887. That being so
indebted the said Jesse King made sundry conveyances
of his property, with intent to hinder, delay and defraud
your petitioners and other creditors of said Jesse King
from what they are lawfully entitled to out of his Estate
which is now insolvent.

That a chancery suit has been instituted in the Circuit
Court of Hansemanand County against said Jesse King
and others ^{by W. F. Allen & Son} the object of which is to set aside & annul
the said conveyances as fraudulent and void as to the
Creditors of said Jesse King. Your petitioners

unite in all the allegations of said Bill as well as
the prayers thereof, and ask to be admitted as parties
Plaintiff therein, and may show in any assets that
may come under control of the Court under the terms
of said Bill

And they will ever pray &c.

J. W. Hunt & Co

Haas & Auerheim

By Counsel

Geo. H. Wright. p. 10

Geo. H. Wright. p. 10

W. D. Allen & Son

vs } Dr. Chancery

Jesse King & als

Petition of
J. W. Hunt & Co &
Haas & Auerheim

May 6th 1887
Filed

Per B. J. Smith's Clerk



MONTHLY STATEMENT

Norfolk, Va. June 4 1887

Mr. Jesse King

Stevens Station

G. & R. BARRETT, D^y.

WHOLESALE GROCERS,

Terms 30 Days.

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

1887

march 30

To Balance—Statement rendered

To Merchandise—Bill rendered

\$53 20

Mr. Jas. H. Wright—will use his
best efforts to collect the above
obligation

Yours truly
G & R Barrett

Folio 681.

MONTHLY STATEMENT

Telephone No. 223.

Norfolk, Va.,

188

Mr. J. H. King
Magnolia St.

To OBERNDORFER & CO., Dr.

MANUFACTURERS OF CONFECTIONERY,

Terms: 30 Days Time.

51 and 53 COMMERCE STREET.

Apr 18 To Wds.

\$ 977

J. H. King Esq.
Suffolk Va.

Dear Sir

Please give this your attention
A. B.

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 a Prompt Remittance.

Yours truly,

OBERNDORFER & CO.

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.

Norfolk, Va., *Apr 16* 188*7*

Mr. Jesse King

Bought of **H. G. WILLIAMS & CO.**

WHOLESALE DEALERS IN

TOBACCO, CIGARS, SNUFF, &C.,
NO. 3 MARKET SQUARE.

1 Bx Sciota 42 tosh
1 " Blue Bear

<i>42</i>	<i>35</i>	<i>12</i>	<i>60</i>
<i>46</i>	<i>35</i>	<i>16</i>	<i>10</i>

2870

Jesse King

Norfolk, Va.

188

Mr Jesse King

Folio 621

Magnolia

In Acc't with

B. F. BAXTER & Co.

Interest charged on

1886 all Bills past due.

WHOLESALE TOBACCONISTS.

1886	Nov	10	To Mdsc.	65	60	
	Dec	22	" "	84	72	
1887	Feb	22	" "	20	02	
				<u>130</u>	<u>34</u>	
1886	Dec	22	By Cash			16 60
1887	Jan	15	" "			10 00
	"	24	" "			10 00
	Feb	22	" "			<u>30 00</u>
						<u>66 60</u>
			Bal Due	<u>63</u>	<u>74</u>	

S. N. Brickhouse & Co.,
Boots and Shoes.

~~\$204~~

NORFOLK, VA., *July 11th* 188*7*

On the 11th of July days after date, promise
to pay to the order of *S. N. Brickhouse & Co.*
Twenty Dollars,
at their *Office* *Norfolk, Va.,*
without defalcation, for value received. And we, maker and endorser, do hereby waive the benefit of our Homestead
Exemption as to this debt. And it is agreed upon by the parties that the interest on this Note be at the rate of
per centum per annum.

2921

Jesse King

S. N. Brickhouse & Co.,
Boots and Shoes.

~~\$20.44~~

NORFOLK, VA.,

Aug. 21st

1887

On the 31st of March days after date, I promise
to pay to the order of S. N. Brickhouse & Co.

Twenty Dollars,
at their Office Norfolk, Va.,

without defalcation, for value received. And we, maker and endorser, do hereby waive the benefit of our Homestead
Exemption as to this debt. And it is agreed upon by the parties that the interest on this Note be at the rate of
per centum per annum.

2906

Jesse King

S. N. Brickhouse & Co.,
Boots and Shoes.

204

NORFOLK, VA., *July 21st* 188 *7*

On the *21st* full moon days after date, I promise
to pay to the order of *S. N. Brickhouse & Co.*

Twenty Dollars,
at their *Office* Norfolk, Va.,

without defalcation, for value received. And we, maker and endorser, do hereby waive the benefit of our Homestead
Exemption as to this debt. And it is agreed upon by the parties that the interest on this Note be at the rate of
per centum per annum.

2905

Jesse King

S. N. Brickhouse & Co.,
Boots and Shoes.

~~20th~~ 20th

NORFOLK, VA., July 21st

1887

On the 17th of February days after date, I promise
to pay to the order of S. N. Brickhouse & Co.

Twenty

at their Office

Dollars,

Norfolk, Va.,

without defalcation, for value received. And we, maker and endorser, do hereby waive the benefit of our Homestead
Exemption as to this debt. And it is agreed upon by the parties that the interest on this Note be at the rate of
per centum per annum.

2904

Jesse King

S. N. Brickhouse & Co.,

Boots and Shoes.

~~20~~

NORFOLK, VA.,

February 21st 1887

On the 10th of February days after date, I promise
to pay to the order of S. N. Brickhouse & Co.

Twenty Dollars,
at their Office Norfolk, Va.,

without defalcation, for value received. And we, maker and endorser, do hereby waive the benefit of our Homestead
Exemption as to this debt. And it is agreed upon by the parties that the interest on this Note be at the rate of
per centum per annum.

2903

Jesse King

S. N. Brickhouse & Co.,
Boots and Shoes.

20
23

NORFOLK, VA., July 21st 1887

On the 14th of April days after date, I promise
to pay to the order of S. N. Brickhouse & Co.,
Twenty Thousand 20/100
at their Office. Dollars,
Norfolk, Va.,

without defalcation, for value received. And we, maker and endorser, do hereby waive the benefit of our Homestead
Exemption as to this debt. And it is agreed upon by the parties that the interest on this Note be at the rate of
per centum per annum.

2922

Jesse King

To Hon Ch. Hill, Judge of the Circuit Court of
Hanseman County:

W. F. Allen & Son
vs
Jesse King & alx

} In Chancery -

Your petitioners, H. B. Martin
assignee of S. N. Birchhouse & Co, H. G. Williams
trading as H. G. Williams & Co, B. F. Baxter & L.
Hill, trading as B. F. Baxter & Co and B. Obern-
dorfer, trading as B. Oberndorfer & Co, respectfully
represent to the Court that Jesse King of
Hanseman County Va, is indebted to your
petitioners for goods, wares and merchandise
sold and delivered to said Jesse King at his
special instance and request, respectively as
follows: to the said H. B. Martin assignee &c, in the
sum of \$123²⁰ with interest on \$20⁰⁰ from the 10th
of March 1887, & on \$20⁰⁰ from March 17th 1887, & on
\$20⁰⁰ from March 24th 1887, and on \$20⁰⁰ from
March 31st 1887, and on \$20⁰⁰ from April 7th 1887
and on \$23²⁰ from April 14th 1887; and to your
petitioners H. G. Williams & Co, in the sum of \$28⁷⁰
with interest from the day of 1887, and
to your petitioners B. F. Baxter & Co in the sum of
\$63²⁴ with interest from Dec 22nd 1887; and to
your petitioners Oberndorfer & Co in the sum of \$9⁷⁷
& to G. R. Barnett, in the sum of \$53²⁰ with interest from April 30th 1887
that being so indebted the said Jesse King has
read & sundry consequences of his property

with intent to hinder delay and defraud Compe-
titors and other Creditors of said Jesse King from
what they are lawfully entitled to out of his
Estate, which is now insolvent.

That a chancery suit has been instituted in
the Circuit Court of Hammond County against
said Jesse King & others, by W. F. Allen & Son, the
object of which is to set aside and annul the
said conveyances as fraudulent and void as
to creditors of said Jesse King.

Competitioners unite in all the allegations
of said Bill, as well as the prayers thereof &
ask that they be admitted as parties Plaintiff
therein and may show in any assets that
may come under the control of the Court, un-
der the terms of said bill.

And they will ever pray &c.

W. D. Martin Ass. &c.

M. G. Williams & Co

R. F. Baylie & Co

Oberdorfer & Co.

By Counsel.

Geo. H. Wright & Son

No. 11. Wright. 189

M. J. Allen Son
vs. J. de Chy.
Jesse King & als

Petitioners of

H. B. Martin Assoc'
B. J. Burlew & Co
H. G. Williams & Co
Oberndorfer & Co. &
G. R. Barnett

King 4th: Filed ^{1887.} Peter B. Smith & M

Mansfield Car. Co.

BENJ. WITLOK.
H. JACOBOSKY.

Norfolk, Va Apr 19 1887.

Mr Jesse King

Bought of **B. WITLOK & CO.,**

—MANUFACTURERS OF—

PANTS, SHIRTS AND OVERALLS,

Terms, 5/10 4/30 days.

No. 47 COMMERCE STREET, Cor. Elizabeth.

237	} 2 doz assn pants	10.50	21 00
193			
1			
512			
202			
192			

BENJ. WITLOK.
H. JACOBOSKY.

Norfolk, Va. Apr 19 1887.

Mr Jesse King Stearns Station Va.
Bought of **B. WITLOK & CO.,**

—MANUFACTURERS OF—

→ **PANTS, SHIRTS AND OVERALLS,**

Terms, 30 D. 4%.

No. 47 COMMERCE STREET, Cor. Elizabeth.

144	1	dz	overalls		6 00
144	1/4	"	jeans	6.00	1 50
180	1	"	Cher Shirts		4 00
1553	1/2	"	"	4.25	2 12
1555	1/2	"	"	4.25	2 13

~~15~~ 75

NORFOLK, VA.,

May 16 1887

Mr Jessy King Sterers Station

Bought of MAX TISCHLER,

DEALER IN

FINE SEGARS AND TOBACCO, SNUFF,

PIPES AND SMOKING ARTICLES,

No. 98 CHURCH STREET, Corner of Main.

1887
Terms:

April

" "	20.500 Coloumba Cigars	\$26 ⁰⁰ per 100	\$13 00	
	500 Solace	\$15 ⁰⁰ ..	7 50	
	1000 Old Riff Cgts.	\$3 ⁰⁰ ..	3 00	
	153 Wood pipes	O. C.	1 25	
	1 " Sam'tay "	" "	3 00	
	1 " Waff Pipes # 638		2 00	
	25 bbls of Comfort Smoking	25 [¢] per lb	6 25	
	46.. of Old River Tobacco	22 [¢] per lb	10 35	46 35

To Hon. Ch. Hill Judge of the Circuit Court of Han-
seward County.

W. F. Allen & Son }
vs } In Chancery.
Jesse King & als }

Your Petitioners, Benj Wittok
& H. Jacobosky, partners in trade under the
name of B. Wittok & Co, and Max Tischer
of the City of Norfolk, respectfully represent to the
Court that Jesse King of Hanesward County Va
is indebted to Your Petitioners for goods, wares &
merchandise, sold and delivered to said Jesse
King at his special instance and request,
respectively as follows: to said B. Wittok & Co, in
the sum of \$36²⁵, with interest from the 19th day
of May 1887; and to the said Max Tischer, in the
sum of \$46³⁵, with interest from the 20th day of
May 1887. That being so indebted the said Jesse
King made sundry conveyances of his property,
with intent to hinder, delay and defraud Your
petitioners and other creditors of said Jesse King
from what they are lawfully entitled to out of
his Estate, which is now insolvent.

That a Chancery suit has been instituted in the
Circuit Court of Hanesward County by W. F. Allen & Son,
against the said Jesse King and others, the object
of which is to set aside and annul the said con-
veyances as fraudulent and void, as ^{to} the Creditors of

said Jew King. Your Petitioners unite in all the
allegations and Prayers of the said Bill & pray
to be admitted as parties plaintiff therein, and be
permitted to share in any assets which may
come under the Control of the Court under the
terms of said Bill.

And they will ever pray &c.

B. Wittels & Co

Max Tischer

By Counsel.

Jos. H. Wright P. P.

Wright P.O.

Petition of
B. Wittlok & Co
Max Fischler

In

M. J. Allen & Son
v } In Chancery
Jesse King & als

Filed May 16th 1887.

J. B. Smith

The answer of Jesse King one of the defendants to the bill of Complaint exhibited against him & others by W.F. Allen & J.E. Allen partners in trade under the style of W.F. Allen & co on behalf of themselves & all other creditors of said Jesse King, in the Circuit Court of Hansemond County.

This defendant now and at all times here after saving and reserving unto himself all right of exception to the many errors &c in said bill of Complaint contained, for answer shunts or so much thereof as he is advised is material for him to make answer unto, answering says -

That it is absolutely untrue that the deed of assignment executed by him to Wm. S. Dufford on the 26 day of April 1887 to secure unto his brother Jno. W. King the payment of a note for \$2000- was made with the intent to hinder, delay and defraud his creditors, ^{as charged in the plaintiffs bill} but on the contrary he avers that the same was executed in good faith and with no other intent than to secure a bona fide debt due by note to his brother, the said Jno. W. King - as fully shown by the following statement of facts. That on or about the 7th day of August 1886 this defendant entered into the mercantile business at Steyer's Station in said Hansemond County, and to enable him to engage in and conduct the same he on ^{or about} the 1st day of ^{August 1886} ~~the month of~~ borrowed from his brother the sum of \$1385⁰⁰, \$250- of which was expended in the purchase of the store house & land where the said

business was to be conducted, & the balance was
used in the purchase of his stock of goods, wares
or merchandise. That to secure this sum to his
brother he, on the 10th day of August 1886, exe-
cuted a negotiable note for the sum of \$2000 -
payable five years after date at the Bank of
Portsmouth, Portsmouth N.H., that the difference be-
tween the actual sum borrowed and the face value
of said note was the amount agreed upon by
him & his brother to be in lieu of all interest
upon said sum of \$1985 ⁵⁰/₁₀₀. That to secure the said
note the deeds filed with the plaintiffs' bill
as exhibits "A" & "B" were executed. That by
an agreement between this defendant &
his brother a deed of trust was executed
on the 10th day of August 1886 to Norman
Cassell trustee which deed by mistake
left out a portion of the property intended to
be conveyed as part of the security for said
note and by reason of this mistake a new
deed was drawn by Cassell & Son Attys on
the 12th day of March ¹⁸⁸⁷ although the said deed
was dated Aug 10th 1886, it being intended to
be substituted in the place of the 1st deed
which was afterwards destroyed. That this
defendant being afterwards informed that
the 2nd deed filed with plaintiffs' bill as ex-
hibit "A" in so far as it related to

convey the personal property or goods, as was
enjoined in was void, he afterwards with
April 26th 1887 executed to Wm B Dene
and the assignment referred to in plain-
tiff's bill as exhibit "B".

This defendant avers that the debt due
by him to his brother and assumed by
his several deeds as aforesaid, is just,
true and bona fide debt still due and
owing. That while the note was unpaid
payable five years after date it was
understood by this defendant that it
was to be paid as much soon as he
could, or from time to time from the
profits of his business, and he further
averts that the deed executed to secure
the same was made in good faith
& pursuant to a promise made to his
brother, at the time the money was
borrowed. And now having fully an-
swered so much of the plaintiff's bill
as he is advised it is material for him
to make answer to prayer herein to
be dismissed with his reasonable costs
in this behalf expended.

Jesse King

Signed & sworn to

before me this 26th day of May 1887

Jno. W. Hopper Court. in Chancery

W. F. Allen & Son
to {
Jesse King & Sons

Answer of
Jesse King

The answer of Norman Cornell Truitt to the bill of complaint exhibited against him & others in the Circuit Court of Hannemond County by W. F. Allen and Jas Allen parties under the style of W. F. Allen & Son on behalf of themselves and all other residents of Jean King -

[illegible]

upon this defendant's firm and stated that
the loan had been made and requested that
a note and deed be executed to secure the
same; and upon reference to this defendant's
note book, of the date of Aug. 10th 1886, he finds
that his firm received a fee for the preparation
of these papers. This defendant further states
that, according to the best of his recollection
and belief, sometime after the drawing of
the deed above mentioned, to wit March 12th
1887, it was learned that the said deed did
not contain, as a security for said loan, all
of the property owned by said Jesse King, and ^{especially certain other property} which
the said Jesse King claims that he expected to be included
~~that, as alleged, had been requested to insert in it.~~
hence on the day and year last above men-
tioned said Jesse King, as such attorney, prepared a new deed
the same as is filed as exhibit A with the plaintiff's bill,
for the purpose of inserting that certain other
property which had been left out of the first
deed. Which second deed the said V.O. Connell
as such attorney dated as of the date of the first deed
it being fully intended to take the place of and
be substituted for the first deed which was
then destroyed in this defendant's office.
And this defendant further states that sometime
thereafter, to wit Apr. 1887, his firm as attorneys
advised the said Jesse King that the deed
of March 12th 1887 in as far as it undertook to
convey the stock of goods of Jesse King was, as to

the creditors of said Jesse King, and said void
said deed not requiring the trustee to take
immediate possession of said stock and
manage and dispose of same, and upon be-
ing informed of these facts the said J. W. V.
Jesse King at once requested this defendant
to prepare a new deed that would in all
respects comply with the law. Whereupon
this defendant on the day and year last
aforesaid prepared the deed a copy of which
is filed as exhibit 'B' with the plaintiffs' bill.
And this defendant further states that
while his connection with this matter was
^{merely} the preparation of the papers, and while he
has no information upon the subject ex-
cept what was derived from the parties them-
selves he has no reason to doubt the bona
fides of the transaction. And now having
fully answered the prayer to be dismissed
with his costs in this behalf expended -

Norman Cassell Trustee

W. F. Allen & Son

vs { re choosing

Jesse King et al

Answer of

Thomas Cassell trust

The answer of Jas. W. King one of the defendants to the bill of complaint is filed against him & others by W. D. Allen & Jas. E. Allen partners in trade under the style of W. D. Allen & son on behalf of themselves & all other creditors of Jesse King, in the Circuit Court of Nansimond Co. -

This Defendant now, and all times hereafter saving & reserving unto himself all right of exception to the many errors &c in said bill of complaint contained, for answer thereto or so much thereof as he is advised is material for him to make answer unto, answering says - That it is absolutely untrue that the deed of assignment executed by Jesse King to Wm. S. Dufford on the 26th day of April 1887 to secure unto him, Jas. W. King, the payment of a note for \$2000 was made with the intent to hinder, delay and defraud the creditors of said Jesse King as charged in plaintiffs bill, but on the contrary he avows that the same was executed in good faith and with no other intent than to secure a bonafide debt due from said Jesse King to him, as fully shown by the following statement of facts. That on or about the 7th day of Augt. 1886 the defendant Jesse King entered into the mercantile business at Stevens Store in Nansimond Co, and to enable him to engage in and conduct the same, he the said Jesse King borrowed from him, Jas. W. King, on or about the first day of Augt 1886 the sum of \$1385⁵⁰/₁₀₀ \$250 of which was expended in the purchase of the storehouse & land where the said business was to be conducted and the balance was used in the purchase of the stock of goods, wares & Merchandise. That to secure this sum, the said Jesse King on the 10th day of Augt. 1886 executed a negotiable note for the sum of \$2000 payable to him five years after date

at the Bank of Portsmouth, Portsmouth N.H. that the difference between the actual sum borrowed and the face value of said note was the amount agreed upon by him & his brother to be in lieu of all interest upon said sum of \$1385⁵⁰. That to secure the said note the deeds filed with the plaintiff's bill, as exhibits "A" & "B" were executed. That by an agreement between this defendant & his brother, a deed of trust was executed on the 10th day of August 1886 to Norman Cassell trustee which deed by mistake left out a portion of the property intended to be conveyed as part of the security for said note, this deed he left with his brother, ^{the said Jesse King,} and instructed him to have recorded, but which his brother failed or neglected to do, and the above mistake was only discovered sometime in March 1887 when he called on his brother to get the deed, supposing it had been recorded. That to correct this mistake a new deed was drawn by Cassell & son atty on the 12th day of March 1887 although the said deed was dated Aug^t 10th 1886. it being intended to be substituted in the place of the 1st deed which was afterwards destroyed. That this defendant and his brother Jesse King being afterwards informed that the 2nd deed (filed with plaintiff's bill as exhibit "A") in so far as it undertook to convey the personal property or goods, wares & merchandise was void, his brother the said Jesse King, afterwards to wit: Apr^l 26th 1887 executed to one Wm. S. Dunford the assignment referred to in plaintiff's bill as Exhibit "B".

This Defendant avers that the debt due from

his brother to him and secured by the several deeds as aforesaid
is a just true and bona fide debt still due and owing.
That while the note was made payable in five years
after date it was understood by this defendant that
it was to be paid as much sooner as his brother
could, or from time to time from the profits of his
business, and he further avers that the deeds executed
to secure the same were made in good faith and
pursuant to a promise made him by his brother
at the time the money was borrowed. And now
having fully answered so much of the plaintiffs
bill as he is advised it is material for him
to make answer to. Prays hence to be dismissed
with his reasonable costs in this behalf expended
John W. King

Signed & sworn to before
me this 28th day of May 1887.
J. F. Edwards,
Com^r. in Chy.

W. F. Allen & Son & Co
in P. du Chy.
Jesse King & Co

Answer of Jesse W. King

The Answer of W. B. Sanford Trustee, one of
the defendants to a bill of Complaint
filed against him and others in the Circuit
Court of the County of Hanscommd by
W. F. Allen and Jas. E. Allen partners in trade
under the name of W. F. Allen & Son who sell.
The respondent reserving to himself the benefit
of all just exceptions to the said bill, for
Answer thereto, or to so much thereof as he is
advised that it is material to shew Answer,
Answers & says - That he knows nothing of
the general allegations of the bill. But that
respondent claims that Jesse King had
free access to the store after he took charge
of same as said trustee, or that ^{he} used
or disposed of any of the goods therein or that
he collected any of the debts due from
or to the account. Again respondent took
charge of the Key to the store in at Stevens
Station Hanscommd County Virginia
immediately after the deed marked
and referred to in Complainant's bill
was executed, and proceeded at once
to make an inventory of the stock
of goods contained therein, in accordance
with the provisions of said deed and
advertised the sale of said goods
to be sold at Public Auction on May

6th 1887 at said Street Station & was
proceeding to see same when he
was restrained from so doing by
an order of the Judge of the Circuit
Court of Hansmann County. And
this respondent denies all fraud,
unlawful combination and conspiracy,
and having answered the complainant's
bill prays to be here dismissed
with his reasonable costs by him in this
behalf expended & he wins one pray of -
W. S. Davenport
Trustee

State of Virginia

County of Hansmann Trust.

This day
personally appeared before me John Pinner
a Notary Public for the county & State
aforesaid W. S. Davenport Trustee whose name
is above written, and made oath that the
statements contained in the said answer,
so far as made of his own knowledge
are true, and so far as made from
knowledge, or information derived from
others they are believed to be true
Given under my hand this 25th day of
May 1887.

John P. Pinner
Notary Public

This deed made this 26th day of April 1887, between Jesse King of the one part & William S. Dunsford Trustee, of the other part, witnesseth: That the said party of the first part, for and in consideration of the sum of five dollars, cash in hand paid, the receipt whereof is hereby acknowledged, doth grant unto the said William S. Dunsford ^{Trustee} the following property, to wit: All the stock of groceries, liquors, tobacco, dry goods, tin ware, boots & shoes, one coffee mill, to pairs scales and all store fixtures and bar fixtures, decanters glassware, now in the store at Stevens Station in Nansemond County Va, also cart haines and all open accounts due or to become due from my customers, in the business now conducted by me, also one buggy & one sulky, one stove & one oil can, also all ready made clothing, one show case, lamps, lamp globes, crockery & glass ware, cigars &c now in said store.

In Trust, to secure the payment of the costs & expenses of this trust, including commissions to the said trustee of five per cent, upon the amount of all sales and collections, & of the moneys, which shall come to the hands, of the said trustee, from sales or otherwise. And after the payment thereof, to secure first, to Jno W King the payment of a negotiable promissory note executed by Jesse King in favor of said Jno W King, dated August 10th 1886, for the sum of Two thousand dollars (\$2000⁰⁰), payable five years after the date thereof at the office of discount and deposit of the Bank of Portsmouth in Portsmouth Va; said note contains a waiver of the homestead exemption, After paying the expenses above named and the debt due to Jno W. King above described, in the order above stated, then the said trustee, shall out of ^{any} balance left in his hands, pay to such ^{of them} other creditors of Jesse King as shall prove their claims within sixty days from the date of the

recording of this deed pay their claims in full, if the proceeds or balance be sufficient, but if the balance be not sufficient, then he shall pay their claims pro rata.

And the said trustee for the purpose of executing this trust, shall immediately take charge of all the property & effects hereby conveyed, and make an inventory thereof, and proceed to collect the open accounts &c. and the said trustee shall make sale of the property hereby conveyed by public auction on the premises, ^{said} the trustee shall sell for cash, & he shall give notice of such time, place & terms of sale, for at least ten days by posters, or dodgers posted in two or more public places in Nansemond County Va & also post one at the door of the said store.

And upon the conversion of the said property hereby conveyed, into money, the said trustee shall distribute the same to the creditors hereby conveyed in the order and according to the priority hereinbefore named, with all diligence.

The said Jesse King hereby warrants generally the property hereby conveyed, & he hereby waives the benefit of his homestead.

Witness the following signatures & seals:

Jesse King (Seal)

State of Virginia
City of Portsmouth, to wit

I, Norman Cassell a Notary Public for the City of Portsmouth in the State of Virginia, do certify that Jesse King whose name is signed to the writing above bearing date on the 26th day of April 1887, has acknowledged the same before me in my City aforesaid given under my hand this 26th day of April 1887.

Norman Cassell, Notary Public

In the Clerk's Office of Nassau and County Court
the 27th day of April 1887. at 8 O'Clock A M.
This Deed of Trust was presented with the certificate
annexed, and admitted to record.

Teste

Peter B. Prentiss Clerk.

A Copy

Teste:

Peter B. Prentiss. Clerk

Xmnd.

James King
To $\frac{2}{3}$ Deed of Trust

William L. Dunsford
Trustee for James W. King.

A. Copy

"B"

This Deed made this 10th: day of August A.D. 1886, between Jesse King and Alice S. King his wife of Hansemond County Virginia of the one part, and Norman Cassell of the City of Portsmouth in the State of Virginia of the other part Witnesseth that the said Jesse King and Alice S. his wife for and in consideration of the sum of Five dollars to them in hand paid at or before the sealing and delivery of these presents by the said Norman Cassell the receipt whereof they do hereby acknowledge, do grant with general warranty unto the said Norman Cassell the following property to wit: all that certain lot of land with its appurtenances situate lying and being in the County of Hansemond Virginia, described as being one half acre of land in the North East corner formed by the junction of the County Road (which leads from Suffolk to Norfolk) and the Seaboard and Roanoke Rail Road, and being the same lot of land conveyed to said Jesse King by W. H. Holmes by deed dated the 31 July 1886 and which was conveyed to said W. H. Holmes by Peter B. Prentiss trustee, by his deed dated the 8th: day of March 1886, and duly recorded, to which deeds reference is hereby

made for a full and complete description of said land, Also the stock in the store and the replenishing thereof on the land above described, consisting of ^{the} supply and description usually contained in a County ^{store} as follows: Four boxes of shoes and boots of value \$200. Two barrels of Sugar value \$40 - Fifteen barrels of flour of value \$75 - Ten bags of meal value of \$12 - Five barrels whiskey value \$150 - Two hundred pounds of Coffee \$20 - A quantity of tin ware of about \$100 in value. A quantity of canned fruits & vegetables poultry and lobsters of about \$50 - in value. Boxes of saidines and yeast powder of the value of about \$100 - Pork, Hams and other meats of the value of \$150 - Dry Goods consisting of cloths, bleach Cottons, Calicoes, ready made clothing, shawls, corsetts, stockings, hair brushes & combs \$100 - Looking glasses \$5 - Store fixtures \$25 - Lamps, Oils, Two pair Scales, Bottles & decanters, Glasses & measures & Coffee Mill \$30 - In Trust to Elure John W. King of the County of Norfolk Va the payment of a negotiable promissary note executed by said Jesse King in favor of said John W. King dated August 10th: 1886 for two thousand dolls: payable five years after the date thereof at the Bank or office of Discount and

Deposit of the Bank of Portsmouth
in Portsmouth for value received
which note also contains a waiver
of Homestead by said Maker. It is agreed
between the grantors herein and the
beneficiary of said note that in
the event the same shall not be
paid at its Maturity the said trustee
upon being required so to do by
either the said Jesse King or John W.
King or other person entitled so to
require to proceed after having
advertised the said property for sale
at public auction in one or more
newspapers published at Suffolk or Ports-
mouth Va for ten days previous to the day
of sale, to make sale of the said property
and after having paid the expense of
Sale and the Costs of executing this trust
including a commission of five percent.
to the trustee upon the proceeds of sale, pay
to the said John W. King or his personal
representative the debt herein secured
and any interest accrued, and the balance
if any shall pay over to the said Jesse
King or his representative, And we the
grantors herein to wit: the said Jesse King
and the said Alice S. King his wife do hereby
waive our Homestead exemption as to this
obligation herein secured and as to the
property herein conveyed.

Witness the following

signatures and seals.

Jesse King Seal 3
Alice S. King Seal 3

State of Virginia
City of Portsmouth } Town

N. O. Cassell a Commissioner in
Chancery for the Court of Hastings
for the City of Portsmouth do certify
that Jesse King whose name is
signed to the writing above bearing
date on the 10th day of August 1886
hath acknowledged the same before me
in my corporation aforesaid and I do
further certify that Alice S. King the
wife of Jesse King, whose names are
signed to the said writing above bearing
date as aforesaid personally appeared
before me in my corporation aforesaid
and being examined by me privily and
apart from her husband and having
the writing aforesaid fully explained
to her, she, the said Alice S. King ac-
knowledged the said writing to be
her act and declared that she had wil-
lingly executed the same and does
not wish to retract it.

Given under my hand this 12th day of March A. D. 1887.

N. O. Cassell
Commissioner in Chancery for
the Court of Hastings of the
City of Portsmouth.

In the Clerk's Office of Nausemond
County Court, the 14th day of March, 1887.
This Deed of Trust was presented with
the certificates annexed and admitted
to record.

Teste:

Peter B. Prentiss, Clerk.

A copy

Teste:

Peter B. Prentiss, Clerk.

^{Xmnd.}
Jesse King & wife

To 3/4 of Trust.

Norman Cassell Trustee

for
John W. King

Acopy

"A"

TRUSTEE'S SALE

—OF—

STOCK OF GROCERIES, &c.

By virtue of a deed of trust executed to me by Jesse King, dated April 26th, 1887, and duly recorded, I shall sell by public auction, on the premises, in the store lately occupied by Jesse King, at Stever's Station, Nansemond county, Virginia,

On Friday, May 6th, 1887,

commencing at 10 o'clock A. M., all the FIXTURES AND STOCK OF GOODS contained in said store, consisting of Groceries, Liquors, Tobacco, Cigars, Dry Goods, Boots and Shoes, Ready-Made Clothing, Tinware, Crockery, Glassware, Lamps and Globes, Decanters, Glasses, Scales, Weights and Measures, Hames, etc., etc.

TERMS CASH!

WM. S. DUNFORD,

TRUSTEE.

We take RECEIPTS FOR GOODS "SHIPPED IN GOOD ORDER," and are not responsible afterwards.
All Claims for Deduction must be made WITHIN FIVE DAYS after Receipt of Goods.

NORFOLK, VA., Jan 24 1887

Mr Jesse King Stewarts Star

Bought
of

W. F. ALLEN & SON,

Rectifiers and Wholesale Dealers in Liquors,

Terms :

97 Water Street.

1 Shy Log Cabin Whiskey
45² 140 6370

Marked
K

Via S. S. A. R.



ALWAYS ON HAND
CHOICE BRANDS
OLD DOMINION CLUB,
Gaff's Star, Cape Jessamine,
AND
MORNING CALL
WHISKIES, RUMS, GINS,
BRANDIES, &c.



We take Receipts for "Goods Shipped in Good Order," and are not responsible afterwards.
All Claims for deduction must be made within 5 days after receipt of Goods.

Always on hand
A Good Assortment of
FLOUR,
Bacon, Lard,
BUTTER,
Coffee, Tea, Sugar,
ETC.

Norfolk, Va., Feb 23 1887

Mr Jesse King

W. F. Allen,
J. T. Borum.

BOUGHT
OF

W. F. ALLEN & CO.,
WHOLESALE GROCERS,

99 Water St. and 18, 22, 26 & 30 Rothery's Lane.

Terms

1	Bx Bellis	550	x 9 3/4	4263
5	Bbl O. V. Flour.		4 65	23 25
1	Key Powder			525
50	lbs Coffee		15 1/2	7 75
2	Bbls East Herring		3 75	7 50
3	Bag meal	6 x 58		3 40
	Bag meal			15
	Bag meal			57 90
				51

To Hon Ch. Hill, Judge of the Circuit Court of
Hauseman and County:

Complaining show unto
Your Honor, Your Orators, W. F. Allen & Jas. E. Allen
partners in trade under the name of W. F. Allen
Sons, who sue for themselves & all other credi-
tors of Jesse King, who may make themselves
parties hereto on the usual terms; that Jesse
King of Hauseman and County Va. doing business
at Steves Station, is indebted to Your Orators in
the sum of \$153 ²¹/₁₀₀ for goods sold and delivered
to him at his special instance and request
and upon his representation that he was able
to meet his payments when due; that part
of said debt of \$153 ²¹/₁₀₀ was contracted on the
24th day of January 1887 and part on the
23^d day of February 1887. That said Jesse King
purchased property and commenced business
at the said Steves Station some time in the
Summer or Fall of the Year 1886, and shortly
thereafter began trading with Your Orators, who
sold him goods and extended him credit upon the
representations made by him of his good pecu-
niary condition and freedom debt save for a
small part of the purchase money of the Store
house and lot where he was doing business.
That having contracted the debt above recited
with Your Orators and as Your Orators are

* That the two Deeds of Jesse before named cover all the assets of said Jesse King and that he is now insolvent and there are no other effects belonging to him out-

of which your Orators' claims can be made.
I am & must state that this day personally appeared before us
The information I have given is true to the best
of my knowledge and belief.
Given at Lawrence, Kan. in Chy
May 2/87

advised and believe, sundry other debts with various parties, the said Jesse King, did on the 17th day of March 1887, deposit for record in the Clerk's Office of Lawrence County Court a certain Deed, rec'd to Norman Cassell Trustee, and purporting to secure to Mrs M. King, a brother of of said Jesse King, a debt of \$2000⁰⁰ due by note dated August 10th 1886 and payable five years after its date. That the A copy of said Deed is herewith filed marked "A" which your Orators pray may be read as part of this Bill. That under the said Deed, the said Jesse King continued in possession of the said property, selling goods and collecting and using the proceeds thereof, the said Trustee not having taken possession thereof. That as soon as your Orators discovered that said Deed had been recorded, they undertook to collect their said debt, but before any judgment could be obtained therefor, the said Jesse King executed another Deed to one W. S. Newford, Trustee, on the stock of goods, books, accounts, notes and other personal property, to secure to said Mrs M. King, his brother, the payment of the same note for \$2000⁰⁰ rec'd in the first Deed aforesaid. A copy of said last named Deed is herewith filed marked "B" which your Orators pray may be read as part of this Bill. That under said last named Deed the said W. S. Newford Trustee, has closed said store, and advertised to sell

the property conveyed thereby on the 6th day of May; that since said Deed was made, as your Orators are advised and believe therefore allege, the said Jesse King has been living in the building where said stock of goods is located, and has had free access to said stock, and using and disposing of said goods without hindrance, and collecting the debts due him on store accounts.

Now your Orators are advised and therefore allege that both of said Deeds of Trust were Executed without any valid consideration therefor, and with intent to hinder, delay and defraud your Orators and all other Creditors of said Jesse King from the collection of their just demands against him; that said Jesse King does not owe to his said brother any such sum of \$2000⁰⁰ or any sum of money whatever; and that if he does owe it, then according to the very terms of the said Deeds, said debt is not due and demandable until five years from the 10th day of August 1886, and such attempt to collect it now, long before its maturity and out of property sold to said Jesse King by your Orators and others, and not paid for, is a gross fraud upon the Creditors of said Jesse King.

But as your Orators are without remedy in the premises, save by the aid of a Court of Equity where such matters are properly cognizable

and relievable, to the End &c - Com Orators
pray that said Jesse King, Geo M. King, Ho-
man Cassell Trustee M. S. Sanford Trustee, may
be made parties defendant to this Bill, and re-
quired to answer the same, though answer un-
der Oath is waived; That the said parties, their Agents,
attorneys, ~~and all other parties~~, may be enjoined
and restrained from executing the Trusts attempted
to be created by said Deeds, or from selling or in any
way interfering with any of the property covered
in said Deeds, and that said Deeds may be declared
null and void against the Creditors of said Jesse King,
and the property covered thereby may be subjected to
the payment of Com Orators' claims; that a Receiv-
er may be appointed to take charge and dispose
of said property and collect said accounts, notes &c
under the Orders of this Court; that all proper ac-
counts may be taken, and that Com Orators may
have such other, further and general relief in the
premises as their cause may require or to Equity
may seem meet, and Com Orators will soon pray &c.

M. J. Allen & Son

By Counsel,

This Day James E. Allen, one of
of the members of the firm of W⁷
Allen & Son appeared before me

and made oath that the alle-
gations contained in the forgoing
Bill so far as they are made
on information are true and
all other statements to be true
George H. Linn
Commissioner in Chancery.

In the Circuit Court of Hanscom County, in vaca-
tion the 3^d day of May 1887.

An Injunction is hereby
awarded the complainants according to the prayer of
their Bill; and the said Jesse King, Knott King, Norman
Cassell Trustee, & W. S. Dunford Trustee, their agents
or attorneys are hereby enjoined and restrained from
selling or disposing of the property conveyed under
the two Deeds of Trust named in the Bill, or in any
way interfering with the same, until the further
Order of this Court. And the Court doth hereby ap-
point Geo. L. Foulgham, Sheriff of the County of
Hanscom, Receiver, with authority to take
charge and dispose of the stock of goods on hand
in the store-house of said Jesse King at Stevens
Station in Hanscom County, and of the other
personal property named in said Deed Number
"B", and the said Receiver may sell the same either
at private or public sale, as may seem most

advantageous to all the parties interested; he may also take charge of the Books and accounts, notes or other evidences of debt included in said deed of Trust marked "B", and proceed to collect the same, depositing all moneys collected by him in the Farmers' Bank of Haverhill, to the Credit of this Court in this cause and subject to the further order of the Court herein.

But this Order shall not take Effect until the Complainants, or some one for them, shall enter into bond with security approved by him, before the Clerk of this Court, in a penalty of \$1200⁰⁰ and conditions according to Law.

C. M. Hill
Judge

W. F. Allen Son ^{See. H. Wright. p. 9}

is } In Charge.

Jesse King & als

Complainants' Bill.

Hausman & Co.

Lesson 50 -

Copies 100

alk 8.40

att. sh. 16.50

shuff 1.00

25.90

Comer 10.

35.90

1.50

\$ 37.40

Date, May 7th 1887.

Mr. ~~J~~ Wright for W. T. Allen & son.

To Sheriff of Norfolk County, Dr.

70 cents. i. sum.

on J. W. King ————— 5.04

Received Payment,

Jos. L. Lester, Jr.,

Sheriff.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Jesse King, Ind: H. King,
German Cassell, Trustee, and H. L. Linford, 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 *May, 1887, this month* next, to answer a

Bill in Chancery, exhibited against *them*

in the said Court by *H. F. Allen and Jas. E. Allen*

*partners in trade under the name of H. F. Allen & Son,
who sue for themselves and all other creditors of Jesse
King, who may make themselves parties hereto by the
usual terms.*

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *4th* day of
May 1887, in the 11th year of the Commonwealth.

Teste:

Peter B. Prentis
Clerk.

Memo: -
 The within named defendants. Lee King, Geo: St.
 King, Norman Cassell, Street and St. W. Clunford
 Street, this against attorneys are hereby enjoined
 and restrained from selling or disposing of the
 property comprised under the deed of Street
 named in the Bill, or in any way interfering with
 the same under the further order of the Circuit Court
 of Maryland. Dearly binding.

The Court

Peter B. Prentiss. Clerk

No. 14 W. 14th St. P. 9

110 F. Allen & Son, who own the

25 Court in Chy. & Inj. in

Jesse King, Geo: W. King, Norman
 Cassell, Street, and St. W. Clunford
 Street.

= To May Rules, 1887.

Bond has been given
 by ^{the} complainants with
 approved security in the
 sum of \$1200. ^{as} as required
 by the Judge who granted
 this injunction

The Court

Peter B. Prentiss. Clerk

May 7th 1887

Executed by serving a
 copy here of on Norman Cassell in
 Person

Chas. W. H. W. H.
 Deputy Clerk

Pro. B. W. 1. 1011

Cui: Co.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

Sergeant of the City of Portsmouth

TO THE ~~SHERIFF OF NANSEMOND COUNTY~~—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Jesse King, Ind: H. King,*
Norman Cassell, Trustee, and H. S. Sanford, 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 *May, 1887, this month* ~~next~~, to answer a

Bill in Chancery, exhibited against *them*

in the said Court by *H. F. Allen and Jas. E. Allen*

partners in trade, under the name of H. F. Allen & Son,
who sue for themselves and all other creditors of
Jesse King, who may make themselves parties hereto
in the usual limits.

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *4th* day of

May 1887, in the 11th year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Burns: The
 who within named defendants have King Geo. H.
 King, Norman Seawell, Smith and H. J. Clumpford.
 Smith this agents is attorney and study confirmed
 and not named from selling or disposing of the
 property conveyed under the title of Smith named
 in the bill, if in any way interfering with the same
 until the further order of the Circuit Court of James-
 smond County Virginia.

Wrote:
 Peter B. Reuter's Clerk

Ino: H. Wright. p. 9

W. F. Allen & Son, 1020 one &c

Sum: in Chy: & Inj: in

Jesse King, Ino: W. King,
 Norman Caswell, Trustee, and
 W. S. Dunford, Trustee.

J. May Rules, 1887

Bond has been given by the Com-
 plainants with approved security
 in the sum of \$1200⁰⁰, as required
 by the Judge, who granted this injunction
 To be:
 Peter B. Reuter's Clerk.

Executed May 7th 1887.
 by serving a copy
 of within on
 knowing person.
 Jno Lesner Esq.
 for Jno Lesner Esq.
 Norfolk Co. Va.

Know all men by these presents, that we, W. F. Allen,
Jas. E. Allen and John H. Wright
are held and firmly bound unto Jesse King, Jas. W. King, Herman
Capell, Trustee, and W. S. Dunsford, Trustee, in the sum of Twelve
hundred (1200) dollars, to the payment whereof, well and truly
to be made unto the said Jesse King, Jas. W. King, Herman
Capell, Trustee, and W. S. Dunsford, Trustee, we bind our
selves 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 4th day of May,
A.D. 1887, and in the 11th Year of the Commonwealth.
And we hereby waive our Homestead Exemption, as to
this obligation.

The Condition of the above obligation is such, that
whereas, W. F. Allen and Jas. E. Allen, partners in trade,
under the name of W. F. Allen & Son, who sue for themselves
and all other creditors of Jesse King, who might make
Remedies, Writs, therefor, in the usual ^{Courts} Terms on their
Bill in Chancery against Jesse King, Jas. W. King, Herman
Capell, Trustee, and W. S. Dunsford, Trustee, ^{Defendants,} adopted to the
Honorable C. W. Bell, Judge of the Circuit Court of
Harrison County, have obtained from the said Judge
an Injunction to enjoin and restrain the said Defendants,
their Agents or Attorneys from selling or disposing of the
property conveyed under the two deeds of Trust, named in
the Bill, or in any way to interfere with the same until
the further order of the said Court: and whereas
it is provided by the order, awarding the said injunction

that the Complainants are not to have the benefit
thereof, until they or some one for them shall enter
into bond before the Clerk of said Court, with security
afforded by him, in a penalty of Twelve hundred
(1200) dollars, and conditioned according to law:

Now therefore, if the said W. F. Allen and Jas. E. Allen
Partners, in trade, under the name of W. F. Allen & Son, who
are for themselves and all other creditors of Jesse King,
who may make themselves parties thereto, in the usual
terms, shall pay all costs as may be awarded against
them, and all damages, which may be incurred, in
case the said injunction be dissolved, then, this obligation
to be void, other wise to remain in full force
and virtue.

Witness

W. F. Allen By Jas. H. Wright his Attorney in fact *Jas H Wright*
Jas. E. Allen By Jas. H. Wright his attorney in fact *Jas H Wright*
Jas. H. Wright *Jas H Wright*

W. F. Allen & Son, who saw the

th 25 E. Oregon: Bend

Jesse King Lads:

May 4th. ¹⁸⁸⁷ E. Oregon: Bend
cert.

In the Circuit Court of Hancock County,
in Location the 3^d day of May 1887.

✓ An injunction is hereby
awarded the complainants according to
the prayer of this Bill; and the said Jesse
King, Geo. H. King, Norman Cassell Guster,
& H. L. Linford Guster, their agents or attor-
neys are hereby enjoined and restrained
from selling or disposing of the property
conveyed under the said deeds of Trust named
in the Bill, or in any way interfering with
the same until the further order of this Court.
And the Court doth hereby appoint Geo. F.
Gulgham, Sheriff of the County of Han-
cock, Receiver with authority to take
charge and dispose of the stock of goods on
hand in the store-house of said Jesse King
at Liver's Station in Hancock County,
and of the other personal property named
in said deed marked "B." And the said
Receiver may sell the same either at private
or public sale, as may seem most advan-
tageous to all the parties interested; he may
also take charge of the books and accounts,
notes or other evidences of debt included in
said deed of Trust marked "B," and proceed
to collect the same, depositing all moneys
collected by him in The Farmers Bank of

ransomment, to the credit of this court in this
cause and subject to the further order of the
court herein.

But this order shall not take effect un-
til the complainants or some one for them,
shall enter into bond with security approved
by him, before the clerk of this court, in a
sum of \$1200⁰⁰ and conditioned ac-
cording to law.

C. H. Hill
Judge.

A copy
Test:—

Peter B. Prentiss, Clerk.

To W. F. Allen and Jas E. Allen
partners in trade under the name
of W. F. Allen & Son

Please take notice
that we shall, on Tuesday the 31st day of
May 1887, at the City of Norfolk, before the Hon.
C. W. Hill, Judge of the Circuit Court of Hanse-
mond County, in vacation, move for a dis-
solution of the injunction awarded by
him on the 3rd day of May 1887, in the
Chancery suit instituted, in said Cir-
cuit Court of Hansemond County, by
you on behalf of yourselves and all
other creditors of Jesse King as plain-
tiffs, against us and all as defendants.
The object of said injunction being to
restrain the said defendants, their
agents or attorneys, from selling or
disposing of the property conveyed un-
der the two deeds of trust set forth in
your bill of complaint

Respectfully

Jesse King
Jno. W. King &
W. S. Dunford Tr.

By Edwardes Happer

of counsel

W. F. Allen & Son
vs } In chancery
Jesse King et al

— 1887 —
May 18th A copy of the
within notice served by
me on W. F. Allen and Jas.
E. Allen in person

W. T. Edwards

Subscribed and sworn
to before me this 18th day
of May 1887
J. W. L. Stapp
Clerk in chancery

Know all men by these presents
that I we James E Allen and
W J Allen heretofore trading under
the name of W. J. Allen firm
have made constitute and ap-
pointed by these presents do make
constitute & appoint John H
Wright of Suffolk Va our
agent and attorney for us
and in our name place &
stead to execute sign and
acknowledge all papers and
necessary bonds and other in
strument in and concerning
the suit of W. J. Allen firm vs.
Jessie King et al pending in
the Circuit Court of Hanover
County. hereby ratifying and
confirming all lawful acts
done by our said attorney in
the premises -
Witness the following sig-
natures of us.

J. E. Allen Seal
W. J. Allen Seal

J. George H. Gorman, a Commissioner

in Chancery in and for the Corpor-
ation Court of the City of New
York do certify that James
E. Allen and W. J. Allen
whose names are signed
to the foregoing instrument
have acknowledged the same
before me in my Corporation
aforesaid, this 3^d day of May 1887
J. J. Gorman
Clerk in Chancery

From Jack
W. Allen for
to
M. M. Smith

W. F. Allen & Jas. E. Allen
Partners in Trade under the
Name of W. F. Allen & Son
Who are for themselves &
all other Creditors of
Jesse King &c -

Plffs.

Against
Jesse King, Jno. W. King,
Norman Barrett Trustee
and W. A. Stamford Trustee

In Chancery

Pursuant to a
motion of the defendants, made on the 31st day
of May 1887, before the Judge of this court
in vacation, after 10 days notice of said
motion duly served upon the Plaintiffs, which
said motion; by consent of parties was
continued to the 4th day of June 1887. This
cause came on to be heard on the Plaintiffs
bill and the exhibits therewith filed, on the
separate answers of all the defendants, filed
by leave of court, with general replications
thereto, on depositions taken and was
argued by counsel. On consideration whereof
the court doth dissolve ~~the injunction~~, the
injunction granted on the 30th day of
May 1887 ^{The court doth order, adjudge & decree} and that the Plaintiffs do pay
to the defendants their costs by them about
this ~~injunction~~ ^{injunction} in this behalf expended, And
the court doth order, adjudge & decree that
John L. Fulgham who was by the said

injunction order of the 3^d day of May 1887
Appointed receiver with authority to take charge
and dispose of the stock of goods in the store
house of said Jesse King at Oliver Station
in Harborside County and of the other personal
property named in said well marked B and
to see the same to, do return and restore
unto the said W. S. Winford Trustee so much
of the said trust property as was received
by him and now remains undisposed of,
and that he, the said receiver, do pay
unto the said W. S. Winford Trustee or
to Minnie Briggs his attorney, any moneys
which he, as such receiver, may have
received from the date of the trust effects
or in any other manner whatsoever. And
the court doth further adjudge, order and
decree that the said John L. Fiegham
receiver is not to retain out of the trust
funds in his hands any commission
for his services, but the same are a proper
charge against the Plaintiffs as a part
of the costs of this suit.

W. F. Allen & Son

vt. } In chancery

Jesse King & also

vs. one

June 8th. 1887

Enter this -

Chancery

June 8th 1887

Copy.

\$2000

Portsmouth Va
August 10th 1886.

Five years after date I promise
to pay unto John W. King or order, ne-
gotiable and payable at the Office of
Discount and Deposit of the Bank of
Portsmouth, in Portsmouth, without offset
Two thousand dollars x x x cents
for value received; and we, the maker or
makers, endorser or endorsers, hereby waive
the benefit of our homestead Exemption
as to this debt.

credit the maker.

(sgd)

Jesse King

To W. F. Allen & others

I have notice,
that we shall, on the ~~25th~~^{26th} day of May
1882 at the office of Edwards & Happer
in the town of Portsmouth, Virginia, between
the hours of 6 A.M. and 6 P.M. of that day,
proceed to take the depositions of John W.
King & others, to be read as evidence in
our behalf in a certain suit in Equity
depending in the Circuit Court for Hanover
County, wherein you are Plaintiffs and
we are Defendants, and if, from any
cause, the taking of the said depositions be
not commenced on that day, or, if commenced,
be not concluded on that day, the taking
of the same will be adjourned and continued
from day to day, or from time to time at
the same place and between the same hours
until the same shall be completed.

Respectfully Yours,

John W. King
Jesse King

By

Counsel

I acknowledge service of written notice for the
26th day of May 1887.

May 12th 1887

Geo. N. Wright P.C.

Deposition of Jesse King & others taken before me G. F. Edwards a Commissioner in Chancery of the Court of Hustings for the City of Portsmouth, at my office in the City of Portsmouth on the 26th day of May 1887. Pursuant to annexed notice and by consent of all parties by their attorneys, to be read as evidence in a certain suit in equity pending in the Circuit Court of Nansemond County, in which W. F. Allen & son are plaintiffs, and Jesse King & others are defendants.

Present. Jno H. Wright atty for plaintiffs
M. Briggs & Edwards & Haffer attys
for defendants

Jesse King witness for defendants being first duly sworn deposes & says -

1st Question At the request of Counsel for plaintiffs the witnesses for defendants were separated -

1st Quer. Please state your name, ^{age} residence and occupation?
Ans Jesse King. 26 years of age, reside in Nansemond Co Va and by occupation, a merchant -

2nd Quer Are you the Jesse King named in the bill of Complaint of W. F. Allen & son, agt. Jesse King & others, and has process been served on you, as such?
Ans Yes sir.

3rd Ques

How long have you been a merchant and where was your business conducted as such?

Ans

I commenced business sometime between the 5th & 7th of Augt. 1886 at Stevens Station Nansmond Co. Va.

4th Ques

What was the Character of your business?

Ans.

Grain, liquors, Dry goods &c.

5th Ques

With what Capital did you start your business, and how, and where was such capital procured?

Ans.

I started with \$1385.50 Capital and I borrowed it from my brother Jno. W. King.

6th Ques

Is this the only Capital that went into your business & the only money borrowed from your brother Jno. W. King?

Ans

It was the only Capital that went into my business, except that he went on my note for \$200, which will be due sometime next month, at the Bank of Portsmouth Va.

7th Ques

You have stated that your brother Jno. W. King loaned to you the sum of \$1385.50, When or about what time was this sum loaned and what did you do with it?

Ans

The amount was loaned me about the 3rd of August 1886 and I bought the store property and the goods for the store with the money.

8th Ques

How much of the \$1385.50 went to the purchase of the store house property and how much for the purchase of your goods?

Ans

I paid \$250. on the store property and the balance for the purchase of goods.

9th Ques Have you paid the entire purchase price for said store property, or is there a balance still due on same?

Ans. I have not. I gave Mr. W.H. Holmes a mortgage — for \$400 the balance of purchase price, payable in one and two years, no part of which debt has been paid.

10th Ques Did you or not give to your brother Jno. W. King one or about the time this money was borrowed by you from him, any evidence of this indebtedness, and if yes, in what form was this evidence given?

Ans Yes, I gave him a note the 10th of August 1886 for \$2000 —

11th Ques Why does a note for \$2000 given by you to your brother Jno. W. King, when you have heretofore stated that the sum of \$1385.50^{only} had been borrowed by you from him?

Ans I was to pay him as the business of the store would permit me, but, to prevent his family, in case of his death, from pressing me, he gave me five years time, and the interest for that period was added to the amount loaned.

12th Ques Where is the note that you gave to your brother for this amount?

Ans My brother has it.

13th Ques ~~A copy of~~ ^A note being here shown to the witness, a copy of which said note is herewith filed marked Exhibit "A" the witness is requested to examine the same and state whether or not it is the same which was executed by him and delivered to his brother the said

Jno. W. King.

Ans. Yes sir, it is the note.

14th Quer. Who drew this note for you to sign and where was it signed by you?

Ans. Mr. V. O. Cassill drew up the note in his office and I signed it there.

15th Quer. When was this note signed by you and delivered to your brother?

Ans. On the 10th day of August 1886.

16th Quer. Did you, or did you not, at this time, to wit: Aug 10th 1886 execute a deed of trust to secure this note to your brother Jno. W. King, and if yes, where and by whom was such deed prepared?

Ans. I did. it was prepared by Mr. Cassill in his office City of Portsmouth.

17th Quer. Was that deed signed and acknowledged by you in the office of Mr. Cassill on the 10th day of August 1886?

Ans. Yes sir.

18th Quer. How many deeds did you have prepared to secure the note of \$2000 executed to your brother Jno. W. King?

Ans. Three.

19th Quer. You have stated in answer to the 17th Question that one deed was drawn signed & acknowledged by you on the 10th day of August 1886, when was the second drawn and acknowledged?

Counsel for plaintiffs excepts to all evidence

as to any deed not produced in evidence or properly accounted for.

Ans

Sometime in March 1887.

20th. Quey

When was the 3^d deed executed by you to secure the said note?

Ans

Sometime in April 1887.

21st Quey

Please state why it was that three several deeds were executed by you at the times indicated for the purpose of securing this note?

Ans

The first deed was only on the store house and lot, and was left with me by my brother to have recorded, which I failed to do. Subsequently, my brother inquiring about the deed, and finding it in my possession, read it over and said it was not sufficient to secure him, consequently the second deed was made and included in addition to the store property, the goods in the store. The first deed was intended to convey stock also, but was a mistake of Mr. Cassill the attorney who prepared the deed.

22^d Quey

Please examine the certified copy of the deed filed as exhibit "A" with plaintiffs bill and say if it is the 2nd deed which you had prepared to secure the said note?

Ans

It is.

23^d Quey

Then I understand that the 2nd deed which, is the same deed filed as exhibit "A" with plaintiffs bill was executed signed & acknowledged by you in the month of March 1887, is my understanding correct?

Question excepted to by plaintiffs counsel as leading -

Ans Yes sir.

24th Ques This Deed is dated Aug^t 10th 1886 and acknowledged by you March 12th 1887 please state why it was antedated?

Question excepted to because the deed is the best evidence and ought not to be explained by parol evidence -

Ans This is of the same date as the first deed. The first deed was not recorded and the second deed was made in its place -

25th Ques Please state, after executing your second deed, what became of the first, which you had executed on the store house property only?

Ans I think Mr. Caswell has it; or it may have been destroyed -

26th Ques Please state, if any payments have been made by you to your brother Jno. W. King on account of the note executed by you, or whether the whole debt still remains unpaid?

Ans The whole debt still remains unpaid.

Cross examined by plaintiffs attorney

1st Ques On what day of the month in Aug. 1886 did you begin business at Steves Station?

Answer My opening day was Saturday the 7th.

2nd Ques When did you begin to purchase goods preparatory to opening?

Ans About the 3^d, the day I borrowed the money.

3^d Ques Where were you when you received the money from your brother?

Ans I received \$1350. at my brother's house in Surfact County and received from him \$23.00 on the street in Portsmouth, and then he gave me \$12⁵⁰ to pay freight, at his house. I think this latter amount was given me about the 5th.

4th Ques Where had you lived before beginning business at Steves Station?

Ans I lived with my brother Jno. W. King two months before beginning business.

5th Ques Where did you live before that?

Ans City of New York.

6th Ques In what business were you engaged in New York?

Ans I was in Sewing Machine business. Groceries and various other kinds.

7th Ques When did you buy house and lot at Steves Station from W. H. Holmes?

Ans I bought it in July sometime, but did not pay anything on it until sometime in Aug^t I believe, I am positive as to the time.

8th Ques Was it not some days before you began business there?

Ans I am not certain what day it was.

9th Quer Did you make the payment on that house & lot of \$250 - out of the funds you borrowed from your brother?

Ans Yes Sir

10th Quer Did you make any payment on the house & lot at the time you purchased it; if so, how much?

Ans. I think my brother gave him \$10 in gold on the day the property was purchased. My brother purchased the property for me.

11th Quer When was the next payment made?

Ans. I could not tell what day. I know it was paid & when.

12th Quer When was it paid, and was it not when the deed of trust to secure the balance of purchase money was given?

Ans. It was paid in Norfolk and I think at the time the deed of trust was given to secure balance of purchase money.

13th Quer Was the money borrowed from your brother to make the payment on that lot?

Ans. Yes Sir.

14th Quer Was that money borrowed at the same time that you borrowed money to buy goods?

Ans Yes Sir, I think it was. it is all included in the \$1385.50.

15th Quer You took the deed for that lot in your own name did you?

Ans. Yes Sir.

16th Ques And executed a deed of trust to secure the unpaid purchase money to W. H. Holmes?

Ans. Yes Sir.

17th Ques Afterwards you made a deed on that house and lot to secure to your brother \$2000?

Ans. Yes Sir.

18th Ques Who was present when the deed was written conveying that house & lot to secure to your brother the sum of \$2000.?

Ans. Mr. Casell, my brother and myself were present when that deed was written -

19th Ques That deed I understand you to say, was given to you to be recorded in the Clerk's Office of Hancock County Court, why did you not have it recorded according to directions?

Ans. I neglected it. Money was scarce and the cost of recording made me delay it.

20th Ques Then, your brother had no other security for the debt of \$2000 which you claim to have owed him, except the security which he had intrusted to you for record, and you failed to put on record even that security?

Ans. Well, he had the note

21st Ques Had you read that deed, or heard it read before you signed and acknowledged it?

Ans. I did.

22^d Ques And you say it was intended to cover the stock of goods as well as the house and lot, why did you execute it without such provision in it?

Ans. I did not pay much attention to the deed

when it was read. my brother was not there at the time it was read, he intrusted it to Mr. Cassell and directed me to have it recorded.

23rd Ques

Ans

And did not your brother ever read that deed? He came to the store after he heard it was not recorded, read it over and said it was not as he wanted it, and said come on less go down and have it fixed.

24th Ques

How long after that deed was written and given to you for record, was it, before your brother discovered that it was not recorded?

Ans

He did not find it out until the following March.

25th Ques

Ans

How did he first discover it?

He asked me if I got a copy of that deed and I told him no, I had never had it recorded. He said I must have it recorded at once. He then read it over and said it was ^{not} sufficient, and that we must go down and ^{have} it fixed.

26th Ques

Do you mean to say, that your brother Geo. W. King loaned you this large amount of money and never looked into the papers made to secure it, and left the whole matter as to their execution and record in your hands entirely?

Ans

He knew he had the note. I had lived with him, conducted business for him, and handled large sums of money for him, and I suppose he thought he could trust me to have the deed recorded.

27th Ques

Was the money borrowed from your brother, the

only money you had in your business?

Ans. Yes sir.

28th Ques. Did you pay cash for all the goods you bought in the beginning?

Ans. Yes sir. all except a few dollars.

29th Ques. How long after you began business, was it before you bought any goods on credit?

Ans. It was not very long.

30th Ques. You held the deed in your own name for the house and lot, you had license in your own name and the credit you obtained was based upon those facts, was it not?

Ans. Every body knew that Mr. Holmes held a deed of trust. Mr. Cassell knew that my brother had a deed of trust.

31st Ques. But the deed of trust in favor of your brother was not recorded until the 14th mch 1887?

Ans. No sir. The deed will show the date.

32nd Ques. Did you not represent that you were the owner of the stock of goods in your store?

Question objected to as entirely irrelevant to the questions in issue and tending, if its object be to show that the witness was to withhold the evidence of his indebtedness to his brother, to degrade it.

Ans. No one asked me.

33rd Ques. When you were purchasing goods and asking for credit, did none of those merchants from whom

Your purchase, ask you any questions as to your property, and your ability to meet your bills when due?

Question objected to for same reasons as those to last preceding question -

Ans. I did not ask for much credit anyhow. They come and sold me goods. Drummers came and asked me to buy.

34th Ques. Did you ever inform them or any one from whom you purchased, that you held in your house an unrecorded deed of trust upon that property?

Ans. No Sir.

35th Ques. You say that you borrowed from your brother \$1385.50, and gave him a note for \$2000 - and that the difference between the two sums, was interest upon the sum loaned you, What rate of interest did he charge you?

Ans. I don't know that he named any interest. he took the note for \$2000 to make me safe and gave me five years to pay it. That was for the purpose of preventing any one from selling me out in case of his death, if I could not pay the note within the five years.

36th Ques. Were you not to make him some payments every year?

Ans. I was to make him payments when I could.

37th Quer. If you could pay him \$400 a year, you were to have five years in which to pay him at that rate, is that what I understand you to say?

Ans. No sir, I was to pay him as I could get it. If I could not pay him in 5 years, he was to sell me out.

38th Quer. And if you paid him nothing during the five years he could not sell you out before the expiration of that time?

Ans. He had the right to do as he pleased. He said when he wanted money he must have it, I was to pay him along.

39th Quer. How did your brother pay you the \$1350-?

Ans. In money. I mean in currency.

40th Quer. Your brother keeps a large amount of money in his house does he?

Ans. No sir, not generally. but he had been shipping strawberries struck and took the money out of Bank specially for me - This was check save up from shipments I believe -

Question & answer objected to as hearsay -

41st Quer. But he did not pay you any checks?

Ans. No sir.

42^d Quer. What is the amount of your indebtedness contracted in your business - apart from that alleged to be due your brother?

Ans. I do not know exactly.

43rd Quer. Do you owe the claims filed against you in this suit-?

~~Ans.~~

Question objected to it being the duty of the plaintiff to establish his claims properly in a Court of law, and competent jurisdiction.

Ans. I do not know. I have not examined them.

44th Quer. Did you keep your books in such away as to show to whom you were indebted and the amounts you owed the several parties?

Ans. I can tell by looking over my bills. I did not keep regular books.

45th Quer. Did you not purchase goods in Norfolk and elsewhere up to a few days before your store was closed and purchase them on a credit-?

Ans. Yes. but the parties came to the store and sold them to me. I had no more idea of closing at that time than I had of flying.

46th Quer. Why then did you close so soon after?

Ans. I went to my brother's place to borrow money to pay a claim held by Mr. Jos. H. Wright for collection and amounting to some hundred & odd dollars and for which he had made demand. My brother said he did not have the money to spare and that he could not do any more for me. I then told my brother that I could not pay it and he (my

(brother) would have to take the goods in the store to help to pay himself on his note, He then had his horse hitched to the buggy & brought me to Portsmouth and I executed an assignment to secure him as a preferred creditor.

47th Ques. Then this was the 3^d assignment was it - ?
Ans. This was the 3^d deed.

48th Ques. All three made to secure to your brother the same debt. ?

Ans. Yes Sir.

49th Ques. And you have made no provision for other creditors ?
Ans. No Sir.

And further this deponent saith not.
Jesse King

Susan King witness for Defendants
being first-duly sworn deposes & says.

1st Ques. What is your age and where do you reside -
Ans. I was born in 1831 and live in Norfolk Co. near Bowens Hill. I reside with my son Jno. W. King.

2nd Ques. Do you know of any money transactions which took place in Augt. 1886 between your sons Jno. W. King and Jesse King, and if yea, please state what you know in reference thereto ?

Ans.

I know that my son Jno W. King loaned to Jesse King \$1350. in Augt last. The money was passed in my presence -

3rd Quer

It was to buy goods to keep a store - That is what Jesse said.

Cross examination by plaintiffs atty -

1st Quer

What is your relation to Jno W. & Jesse King?

Ans.

They are my sons.

2nd Quer

Had you heard any conversation between them as to the loan of this money?

Ans.

I heard Jesse say he wanted to borrow it - to go in business.

3rd Quer

How long had they been talking about the matter -

Ans.

I do not know. I have stated all I know in relation to the transaction -

4th Quer

How often did you hear them talking about it?

Ans

I did not hear them often. I told all that I had to say.

5th Quer

You were present when the money was loaned?

Ans

I was present when the money was loaned.

6th Quer

Was you there by request or by accident.

Ans.

I was there by request. I was up stairs with Jesse's wife, and I was going down and they asked me to remain -

7th Quer

Did you count the money?

Ans.

I saw them count the money.

8th Ques.

Do you know the amount except from what they told you?

Ans.

No sir. they counted it - \$1350 - I sat by & saw it counted.

9th Ques

But you did nothing towards the counting yourself.

Ans.

I did not count it myself but saw it counted.

10th Ques

About what time of day was it?

Ans

It was evening or night.

11th Ques

Was your son Jesse then living at the house with you?

Ans.

Yes, he was stopping there.

12th Ques

How long did he remain there after getting the money?

Ans.

He left the same week.

13th Ques

How many days after?

Ans

I don't recollect, it was the same week - He got the money about 1st Aug^r. that is between 1st and 7th, and he left there same week.

14th Ques

Do you live where your husband formerly lived?

Ans.

Yes sir.

15th Ques

Your husband formerly owned that property did he not?

Ans.

Yes sir.

16th Ques

Did your son Jesse have any interest in it?

Ans

Yes sir.

17th Ques

To whom did he sell his interest and when?

Ans

To his brother John W. King the first year he was

18th Ques Do you know the money you saw paid to your son John was not paid for his interest in that land?

Ans Yes, I know it was not for his interest in the land, for he had received that and spent it.

19th Ques Is your son John in the habit of keeping a large amount of money about the house?

Ans If it is necessary that he should have it - pay out, he would have it in the house ready for use.

20th Ques Would it not be easier to pay by check on the Bank?

Answer When he has small checks for collection he will generally get them cashed himself and have the money on hand to pay it out himself as he wants it -

21st Ques Do you know how long he had had this large sum by him in the house?

Ans I do not but I think he had just got it for his brother.

And further this deponent saith not.

Witness

G. F. Edwards Com^r in chg.

Susan ^{by} King

John W. King being duly sworn deposes and says as follows -

1st Ques What is your name, age, residence and occupation?

Ans. John W. King. age 37 years, reside in Norfolk Co. near Brown's Hill and farmer by occupation.

2nd Ques Are you the Jno. W. King mentioned in the bill of Complaint of W. F. Allen & Son and has process been served on you?

Ans. Yes Sir.

3rd Ques Do you know Jesse King?

Ans. I do, he is my brother.

4th Ques Is he, or is he not at this time indebted to you, and if so, state the amount of such indebtedness, and how long he has been so indebted?

Ans. He owes me \$1385.50 and has owed the same since the first part of August 1886.

5th Ques Please state the nature of such indebtedness and why and how the same was contracted?

Ans. The indebtedness is due by note - my object was in loaning the money that my brother might be able to start in life and make a living. At my house I let him have \$1350 in money, cash, on the street in Portsmouth I let him have \$23 in money, & at my house \$12.50 in money, before day, the morning he left my house to go into business.

6th Ques For what purpose was this money loaned and to what use was it applied?

Ans. To buy property. I mean a lot & store house at Stever's Station Nandemond Co Va and a stock of goods to conduct a mercantile business

A portion of this money was paid for the store house and the balance was spent for the goods.

7th Ques

You have stated that your brother's indebtedness is due to you by note, have you that note with you, and is it - the same, a copy of which is filed as Exhibit - "4" with your brother's deposition?

Ans.

It is the same.

8th Ques

When was that note made and delivered to you?

Ans.

On the 10th day of Augt. 1886.

9th Ques

What is the amount of that note?

Ans.

\$2000 -

10th Ques

Explain why the face value of that note is for \$2000, while the amount which you claim to have loaned your brother was only \$1385.50?

Ans.

Because I included interest with principal - It was only a rough calculation of my own as to the interest.

11th Ques

Was the same fully concurred in by your brother Jesse King?

Ans

Yes sir.

12th Ques

Was any security or deeds made or given by your brother Jesse King for the purpose of securing that note, and if so, state what security it was?

Ans

I took a deed of trust from my brother to secure the note, as I thought. which I gave to him to have recorded, the deed having been drawn by Mr. Leasell on the 10th day of Augt. 1886.

13th Ques

Do you know what property was conveyed by

that deed to secure the note?

Question objected to. the deed must be produced or accounted for -

Ans. Only the house, lot and fixtures. When I went to Mr. Casell on the 10th day of August 1886, to get him to draw this deed of trust it was to include the store lot, fixtures and the entire stock of goods. I staid there a little while, and saw a part of it written, then I told him I had to go & asked him to make out the note for me. I took the note and left the deed that he was preparing in charge of my brother, directing him to have the same recorded in the Clerk's Office at once. I never saw the deed from that time till sometime the 1st ^{part} of Mch 1887 I went to his place of business and asked him if he had a copy of the deed, he said no. I asked him why; he said he had neglected to have it recorded. I told him it must be done at once - I then asked him for the deed and he gave it to me. I read it over and could find nothing only house & lot and fixtures to secure me for my money. I asked him why the stock of goods were not put in the deed, he said, he told Casell to do it; I then told him it must be changed and fixed as he had agreed to secure me. I think in one or two days from that time we came to Portsmouth and asked Mr. Casell why the goods were not mentioned in the deed

I think he said, you did not tell me or something like that, and I told him, yes we did. He then said that that did not matter, that the deed was all right and it could be changed, and goods put in and did write another deed. I authorized my brother again to have it recorded, and it was taken to Suffolk and recorded.

Objection. All that part of the above answer relating to what is called the first deed, which deed is not in evidence nor sufficiently accounted ^{for} is objected to.

14th Ques.

State if you can what has become of the first deed referred to in your answer to the last preceding question?

Ans.

The deed was left in Mr. Casell's charge.

15th Ques.

Have you seen that deed since that time?

Ans.

Not since.

16th Ques.

Please state why the second deed prepared by Mr. Casell, and which contained the goods of your brother Jesse King was dated the 10th day of August 1886?

Question objected to

Ans.

Because it was a copy from the first deed the very words of that deed.

17th Quer Do you intend by your answer to the last preceding question to say that the second deed drawn by Mr. Cassile was to be substituted in the place of the first deed which was not correct as to the property conveyed?

Quentin objected to witness own answer is the best evidence of what he intended.

Ans. Yes Sir. I do say so.

18th Quer Has any part of your debt on account of the note which you now hold against your brother been paid?

Ans. No Sir.

19th Quer You have stated in answer to preceding question that ~~this~~ this money was loaned by you to your brother Jesse King to purchase the lot & store house & the goods therein contained, is this the same property which has been conveyed to your trustee to secure this loan made by you?

Ans. Yes Sir.

Cass examined by Plaintiff Counsel

1st Quer Do you often have money to lend?

Ans. Will not to make a regular business, but I have a few dollars sometimes.

2^d Quer What do you mean by a few dollars.

Ans I mean I could loan a friend a few hundred dollars for a short time -

3^d Ques Have you been accustomed to lending money to any parties in any considerable sums?

Ans No. nothing more than one or two hundred dollars for a short time.

4th Ques Have you had any surplus money which you did not need yourself and could afford to lend out for any length of time?

Ans. I cant say that I have had it to spare, but might make out without it. I thought that my prospects were good, and my brother promised me to pay me as fast as he could. I expected to realize the profit out of his goods as fast as he sold them in payment, and that would enable ~~him~~ me to keep my business straight. which I have been able to do, but without receiving any thing from him.

5th Ques Have you not in reality been borrowing money yourself to carry on your own business?

Ans Yes sir. I borrowed some money and that was caused by letting my brother have my own money and as I at one said thought my prospects were good. I had on hand about \$600 or \$700 worth of cord wood and a fall crop. that I supposed would run me through the season, but my fall crop

Sold for nothing, my wood is yet on hand which I have not received one dollar for yet, but think I will soon and that is why I had to borrow money -

6th Ques

Do you not almost every year borrow money to carry on your business?

Ans

No sir.

7th Ques

How long has the wood refused to be cut?

Ans

Cut in March 1886. and is worth now at the landing \$3 a cord -

8th Ques.

How did you make the payment to your brother Jesse?

Ans.

I gave it - to him in currency.

9th Ques

How long had you had that much currency about your house?

Ans

Some of it - had been in the house for 2 months or more

10th Ques

How long were you and he negotiating about the loan?

Ans

I don't know rightly, but I reckon we had been talking about it - for three months.

11th Ques

Why did you take so long to decide?

Ans

We were not so long as that deciding.

12th Ques

How long did it take you to decide after he requested the loan?

Ans

I don't know. I told him if I had it - to spare I would let him have so much after getting myself easy.

13th Ques

Did you consider your brother Jesse a

good and safe business man?

Ans. I thought he would do what he agreed to do.
14th Ques What had become of his interest in your father's estate?

Ans I suppose he spent it long ago.

15th Ques What business had he engaged in since arriving at age?

Ans He worked with me a part of one year. He then went to New York, clerked awhile I believe. The balance of the time I know nothing about.

16th Ques Had he in the mean time accumulated any property?

Ans Not that I know of. I have not seen any.

17th Ques Then during the six years he did not seem to prosper in anything he undertook?

Ans Not that I know of.

18th Ques Were you present when he purchased the store house lot at Stevens?

Ans Yes Sir.

19th Ques What time was that?

Ans I think he bargained for it sometime latter part of July, but paid no money to amount to anything until sometime in Augt.

20th Ques Did he pay the money when he got the deed?

Ans Yes Sir. He paid the money out of the amount I loaned him.

21st Ques If you were paying for the property why

did you not take the deed in your own name?

ans The property was not all paid for and I supposed that he would pay the remainder at maturity of the note, made payable 1 and 2 years after date -

22nd Ques Could not you as well have taken the deed and given the deed of trust for the deferred payments?

ans I could but I did not choose to do so.

23rd Ques How long had your brother lived with you before entering into business at Steamer?

ans. Since 1st of April 1886.

24th Ques You were present were you not when the several deeds referred to were written?

ans I can't say that I was present except at only one. I went to Mr. Cassell when 1st deed was drawn & remained there a short time. at the second deed I was present. When the assignment was made I went to Mr. Cassell & told him the circumstances and then left, leaving brother in charge of the writing & directed him to bring it to me, which he did.

25th Ques. Do I understand you to say that when a deed was being prepared conveying to you property which was to secure to you \$2000. You took no further interest in the matter, that is to give some general

directions and left the completion of the matter in the hands of the very party whose property was being conveyed, and that you gave no personal attention to the recording of the deed itself?

Ans. I do say I give it up into his charge and directed Mr. Cassell to turn the deed over to him -

26th Ques And never went for more than six months after to ascertain whether that deed had been recorded?

Ans I did not.

27th Ques Do you keep a Bank account, if so where?
ans I do at the Bank of Portsmouth.

Re-examination

1st Ques In your answer to the 4th Ques. on cross examination, you stated that you "expected to realize the profit out of his (your brother) goods as fast as he sold them, and that would enable you to keep your business straight," do you mean by profit - that you were interested as a partner or otherwise in your brother's business, or do you mean that as fast as he realized profit, he was to make payments on the note held by you -

Question objected to as leading.

Ans I was not a partner. I expected him to appropriate his profits ~~to~~ the payment of my note.

Answer accepted to because it is contradictory of the terms of the contract.

And further this deponent saith not.
John W. King

Norman Cassell witness for defendant being first duly sworn deposes & says

1st Quer What is your age, residence & occupation?

Ans I am 28 years of age, reside in the City of Portsmouth and Lawyer by occupation.

2nd Quer Are you a member of the firm of N. O. Cassell & Son, attys at Law, Portsmouth &c.

Ans I am.

3^d Quer Have your firm had occasion at any time during August 1886 or at any time since to prepare any deeds for Geo W. King or Jesse King or either of them, if so, please state your recollection as to same?

Ans The books of my firm show that in Aug.

10th 1886 we drafted a deed from Jesse
King to Norman Cassell Trustee
This book (my cash book) does not show
what property was conveyed or what
debt was secured. My recollection
is that it secured a note for the pay-
ment of \$2000. On 12th of March
1887 our firm drafted a deed conveying
land in Nantuxumond County & store
effects in said County at Shivers
Station. to Norman Cassell Trustee
that deed was made to secure Jas.
W. King the payment of \$2000. it
being the same debt that was se-
cured in the deed of Aug 10th 1886.
This deed of March 12th 1887 was to
take the place of the deed of Aug.
10th 1886 because the deed of 1886
conveyed only land & this deed
of March 12th 1887 conveyed land
& store effects. My recollection
is that the deed of Aug. 10th 1886
was either burned or torn up & thrown
in the waste basket in our office.
On the 26th day of April 1887 we draft-
ed a deed conveying store effects
in Nantuxumond County to Wm. B.
Dunford Trustee to secure Jas. W.
King the payment of this note of \$2000

referred to in the two preceding deeds.

The last deed was prepared by myself & my reason for preparing it was that in deed of March 12th 1887 conveying the slave effects I thought that deed might be set aside upon the ground that the trustee was not authorized to immediately take into his possession the slave effects & to dispose of them.

Ans Answer excepted to

~~Q~~

Cross Ex-

Q Do you know any thing of the loan of money by J. W. King to Jesse King
Statement by defendant

The above question not being in relation to the matters & things testified to by the witness in his examination in chief - the plaintiff hereby moves him his witness & must be bound by his ~~answer to same~~ ^{answer to same}

Ans

Of my personal knowledge I know nothing - We simply prepared the deeds as directed by the parties.

And further this deponent saith not

Norman Cassell

State of Virginia

City of Portsmouth, to wit.

I G. F. Edwards a Commissioner in Chancery of the Court of Hustings for the City of Portsmouth, State of Virginia, aforesaid, do hereby certify that the foregoing depositions in suit of W. F. Allerton agt Jesse King & others were duly taken, subscribed and sworn to before me on the day and year first herein aforesaid.

Given under my hand
this 26th. day of May, 1887.

G. F. Edwards
Comr.

Commo. fee \$10.

Jesse King & Co
ads John Chy.
W. F. Allen & Son

Depositors for
deft. —