

1894-015
Nansemond Co. (Suffolk) Chancery Causes: Robert Riddick vs Sydney T. Ellis, trst et al

Commercial Bank of Suffolk J, Darden, Eley, Kilby, Smith, Webb, Folder 1 of 3
Elem, Prentis, Causey, Allen, Shriver, Murray, Morgan,
Beamon, Mann, Hall, Moore, Toomer, Pinner

OVERSIZE

Box 1

- Accounts

Know all men by these presents that I, in consideration of the payment to me of my pro rata share of the dividends now held by Sydney J. Ellis Trustee, and which have been hitherto withheld under injunction sued out by Robert Riddick do hereby promise and bind myself to answer such judgment or decree as may be hereafter pronounced against me in the chancery cause of Ro. Riddick Plaintiff against Sydney J. Ellis, Trustee, and others, Defendants, pending in the Circuit Court of Housewoud County, Virginia. -

But it is ~~mutually~~ distinctly understood and mutually agreed that I do not in any manner effect or waive any of my legal or equitable rights or defences in said suit or otherwise. -

Witness my hand and seal this 17th day of May 1889. -

Mary A. Moore (Seal)

Mary A. Moore

Know all men by these presents that I
Arthur E. Hall, in consideration of the
payment to me of my pro rata share
of the dividends now held by Sydney
J. Ellis Trustee and which have been
hitherto withheld under injunction
sued out by Robert Kiddick do hereby
promise and bind myself to answer
such judgment or decree as may be
hereafter pronounced against me
in the chancery cause of Ro. Kiddick
Plaintiff against Sydney J. Ellis
Trustee & others - Defendants -
pending in the Circuit Court of
Hansemond County, Virginia. -

But it is distinctly understood
and mutually agreed that I do
not in any manner affect
or waive any of my legal
or equitable rights or defenses
in said suit or otherwise. -

Witness my hand and seal
this 8th day of July 1889.

I have no knowledge A. E. Hall. (Seal)
of ever having received
any dividends from any stock in the Commercial
Bank Suffolk Va July 8th 1889 A. E. Hall.
Minors S. J. Ellis -

Know all men by these presents, that
I, Josiah H. Mann, in consideration
of the payment to me of my pro
rata share of the dividends now
held by Sydney J. Ellis Trustee and
which have been hitherto withheld
under injunction sued out by
Robert Riddick, do hereby promise
and bind myself to answer such
judgment or decree as may be
hereafter pronounced against me
in the chancery cause of Ro.
Riddick Plaintiff against
Sydney J. Ellis Trustee & others
Defendants, pending in the
Circuit Court of Nausemond
County, Virginia. -

But it is distinctly understood
and mutually agreed that I do
not in any manner affect or
waive any of my legal & equitable
rights or defenses in said suit
or otherwise. -

Witness my hand and seal
this 25th day of June 1889.

{
witness
E. A. Mann } Josiah H. Mann (Seal)

J. H. Mann's bond.

Know all men by these presents that I, in consideration of the payment to me of my pro rata share of the dividends now held by Sydney J. Ellis, Trustee, and which have been hitherto withheld under an injunction sued out by R. Riddick, do hereby promise and bind myself to answer such judgment or decree as may be hereafter pronounced against me in the Chancery cause of R. Riddick, Plaintiff against Sydney J. Ellis, Trustee & al. Defendants pending in the Circuit Court of Hansemond County, Virginia.

But it is distinctly understood and mutually agreed that I do not in any manner affect, or waive any of my legal or equitable rights or defences in said suit or otherwise.

Witness my hand and seal this 22nd day of April 1889. -

J. M. P. Hobbs



Jos. P. Webb's land.

Know all men by these presents that I, in consideration of the payment to me of my pro rata share of the dividends now held by Sydney J. Ellis, Trustee, and which have been withheld under an Injunction sued out by Robert Riddick, do hereby promise and bind myself to answer such judgment or decree as may be hereafter pronounced against me in the Chancery cause of Robert Riddick Plaintiff against Sydney J. Ellis, Trustee &c. Defendants, pending in the Circuit Court of Hansemond County, Virginia. -

But it is distinctly understood and mutually agreed that I do not in any manner affect or waive any of my legal or equitable rights or defences in said suit or otherwise. -

Witness my hand and seal this 4th. day of May 1889. -

J. J. Darden

(Seal)

A. S. Darden's bond.

Know all men by these presents that I
A. S. Darden of and for the late firm
of Darden & Eley in consideration of
the payment of their pro rata share
of the dividends now held by Sydney
J. Ellis Trustee, and which have been
hitherto withheld under injunction sued
out by Robert Riddick, do hereby promise
to answer such ~~decrees~~ judgment or
decree as may be pronounced against
me as surviving partner of Darden & Eley
in the Chancery cause of R. Riddick,
Plaintiff against Sydney J. Ellis Trustee
& others, Defendants, pending in the
Circuit Court of Hanover County,
Virginia. - But it is distinctly understood
~~Witness my hand and seal this 4th day~~
~~of April 1889~~ and mutually
agreed that I do not waive any of our
or my legal or equitable rights ~~(costs)~~
or defences in said suit or otherwise. -
Witness my hand and seal this 4th day
of May 1889. -

A. S. Darden surviving partner
of Darden & Eley

(Seal)

A. J. Garden, Suror
parties, bond

Know all men by these presents, that I, in consideration of the payment to me of my pro rata share of the dividends now held by Sydney J. Ellis, Trustee, and which have been hitherto withheld under an injunction sued out by R. Riddick, do hereby promise and bind myself to answer such judgment or decree as may be hereafter pronounced against me in the chancery cause of R. Riddick Plaintiff against Sydney J. Ellis Trustee & als. Defendants pending in the Circuit Court of ^{it} Newsumond County, Virginia. - But is distinctly understood and mutually agreed that I do not in any manner affect or waive any of my legal or equitable rights or defences in said suit or otherwise. -

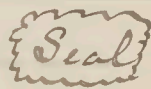
Witness my hand and seal this 4th day of May 1889. -

Rich^d G. Beaman (Seal)

R. H. Beaumont's bond

Know all men by these presents, that I in consideration of the payment to me of my pro-rata share of the dividends now held by Sydney T. Ellis Trustee, and which have been hitherto withheld under an Injunction sued out by Ro Riddick do hereby promise and bind myself to answer such judgment or decree as may be hereafter pronounced against me in the chancery Cause of Ro. Riddick Pltff against Sydney T Ellis Trustee & als. Ofn pending in the Circuit Court of Nansemond County, Virginia. But its distinctly understood and mutually agreed that I do not in any manner affect or waive any of my legal or equitable rights or defences in the said suit or otherwise. Witness my hand & seal this first day of May 1889.

James Munray



James Murray's
bona

Know all men by these presents that I, in consideration of the payment to me of my pro rata share of the dividends now held by Sydney J. Ellis, Trustee, and which have been hitherto withheld under injunction sued out by Robert Riddick, do hereby promise and bind myself to answer such judgment or decree as may be hereafter pronounced against me in the Chancery cause of R. Riddick Plaintiff against Sydney J. Ellis Trustee, and others - Defendants pending in the Circuit Court of Hanover County, Virginia. But it is distinctly understood and mutually agreed that I do not in any manner affect or waive any of my legal or equitable rights or defences in said suit or otherwise. -

Witness my hand and seal
this 13th day of May 1889.

H. A. Morgan (Seal)

H. A. Morgan's bond.

Know all men by these presents
that I, in consideration of the pay-
ment to me of my pro rata share of
the dividends now held by Sydney J.
Ellis Trustee and which have been
hitherto withheld under injunction
sued out by Robert Riddick, do
hereby promise and bind myself
to answer such judgment or decree
as may be hereafter pronounced a-
gainst me in the Chancery cause
of Ro. Riddick, Plaintiff against
Sydney J. Ellis Trustee and others,
Defendants, pending in the Circuit
Court of Chaussemond County, Virginia,
But it is distinctly understood and
mutually agreed that I do not
in any manner affect or waive
any of my legal or equitable rights
or defences in said suit or otherwise
Witness my hand and seal this
6th. day of June 1889

Wilbur J. Kilby (seal)

W. J. Kilby's Bond

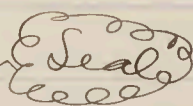
Know all men by these presents that I in consideration of the payment to me of my pro-rata share of the dividends now held by Sydney T. Ellis, Trustee, and which have been hitherto withheld under an Injunction sued out by R. Riddick do hereby promise and bind myself to answer such judgment or decree as may be hereafter pronounced against me in the Chancery Cause of R. Riddick Pltff against Sydney T. Ellis Trustee & al. Opts pending in the Circuit Court of Nansemond County, Virginia. But it is distinctly understood and mutually agreed that I do not in any manner affect or waive any of my legal or equitable rights or defences in the said suit or otherwise. Witness my hand & seal this 17th day of May 1889

R. Murray 

R. H. Murray's bond.

Know all men by these presents, that I,
David Shriver, in consideration of the payment
to me of my pro Rato share of the dividends
now held by Sydney T. Ellis Trustee and which
have been hitherto withheld under injunction
sent out by No. Riddick do hereby promise
and bind myself to answer such judgment
or decree as may be pronounced against
me in the Chancery Cause of No. Riddick
Plaintiff Against Sydney T. Ellis Trustee
& others Defendants, pending in the
Circuit Court of Hanover
County Virginia.

Witness my hand & seal this 26 day
of April 1889.

David Shriver 

A. Shivers bond

Robert Riddick
vs

Sydney P Ellis Trustee

It appearing that there has been
no order or proceeding for five years in
this cause it is ordered that it be struck
from the docket, with leave to re-instate
with good Cause within one year
from this date

28
Robert Riddick
vs
S T Ellis Trustee

Oct 12th 94
John W. W. W.
CMA

Entered in Chancery
Order Book No. 2
Page 591.

The joint and several answer
of the defendants Algernon S. Darden
and Richard S. Eley to the Bill of
Complaint Exhibited against Sidney J. Ellis,
trustee in a deed from the Commercial Bank
of Suffolk, ^{and} against these respondents and
others, stockholders in said Bank, de-
scribed as unknown defendants, by
Robert Readick, the plaintiff in the
said Bill.

These respondents, having
and returning to: for answer to the
said Bill of Complaint, on to so much
thereof as they are advised is ma-
terial for them to make answer unto,
Answering say:

They admit that the Charter of
incorporation, as charges in said Bill,
was granted to the said Commercial
Bank of Suffolk on the 28th day of De-
cember, A.D. 1872; that the same was
then organized, and proceeded to do a
general banking business under and
by the provisions of the said Charter,
and so continued until about the 1st
day of ^{August 1885 instead of 1st day of July 1885 as alleged in said Bill;} ~~July~~ 1885; that said Bank then
suspended, and made a deed of trust
to the said Sidney J. Ellis, trustee, convey-
ing all its assets to said trustee for the

Benefit of the Creditors of the Said Bank.

These respondents have no knowledge of the deposit alleged by the plaintiff to have been standing to his credit on the books of said Bank at the time of said suspension; and without admitting or denying the truth of the allegation of the Bill in reference thereto, they call for direct proof of the same. -

These Respondents further answering say that in their firm capacity, as merchants and partners trading under the firm name of Darden & Eley, they subscribed to ten shares of the stock of said Bank at or about the time of its organization, and that, in the same capacity, they acquired, subsequently, fifteen additional shares, all of which they held at the time of said suspension, and now hold.

They admit that, at various times, dividends were declared upon said stock, and received by them; but they are unable now to recite either the number of said dividends, the amount thereof, or the times at which the same were received.

They further say that they have no means of ascertaining what were the profits of said

Bank during its existence, as the books and papers of the same were destroyed by fire on the 7th day of June A.D. 1885, when a large portion of the town of Suffolk was similarly destroyed; but from their observation and such knowledge of the transactions of the bank as came to them during its existence, they have every reason to believe, and do believe, that said profits were large.

They deny that the dividends received by them were declared upon any other than the legitimate earnings and profits of the bank; and that the same were paid out of either the Capital Stock or the funds belonging to depositors; and they call for full and strict proof of each and every allegation in the Bill that they were so paid.

And they utterly deny all fraud, or knowledge of fraud, on the part of the directors in declaring said dividends, or on their part as stockholders in receiving the same.

These respondents further say that, at the time of the suspension of said bank, there was standing to their credit upon its books the sum Sixteen Hundred & Ten ^{and 4/100} and that, by virtue of the dividends declared

of said Sydney J. Ellis, trustee, they are entitled to receive the sum of \$402 ⁶¹/₁₀₀. Payment of which has been enjoined by a decree granted in this cause in vacation pursuant to the prayer of the Bill. -

And these Respondents insist that they are entitled to receive the same immediately, and such other dividends as may hereafter be declared by said trustee in favor of the creditors of said Bank; and they ask that said order of injunction may be dissolved, and that said trustee be authorized and directed to pay to them the amount of their dividends now in his hands.

And having fully answered they pray that they may be hence dismissed with their reasonable ^{costs} by them about their defense in this behalf expended.

Halladay & Veely,
Attorneys.

A. S. Darden
R. S. Eley

State of Virginia,
County of Hanover, to wit
I Leo Pratt a Notary Public
in and for the said County, do hereby certify that
Alegerson S. Darden and Richard S. Eley, whose
names are subscribed to the foregoing answer

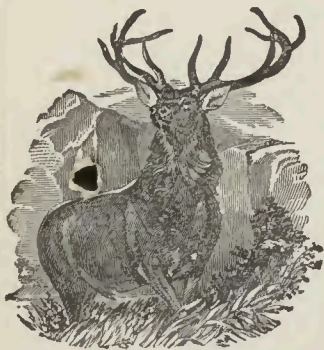
this day appears before me in my County
appears and made oath that the statements
contained in the said answer they verily
believe to be true.

Given under my hand this 3rd day of March
A.D. 1886

Leo Drift
Notary Public

Robert Riddick
19: { In Chancery
Sydney J. Ellis, Justice
Itals.

Answer of
Darden & Eley.



\$37 50

Suffolk, Va. Jan 2 1885

This is to Certify That, according to its Books,
The Commercial Bank of Suffolk
was indebted to J. H. Mann
on the first day of August, 1885, in the sum of
Thirty Seven 50/100 Dollars.

Sydney T. Ellis Treasurer

Exhibit "B" filed
with answer of H. Allen.

First, Second and Third
Dividends paid. Jan 28.
1889.



\$2266 ¹¹

Suffolk, Va. Nov 4 1885

This is to Certify That, according to its Books,
The Commercial Bank of Suffolk
was indebted to J A Munn
on the first day of August, 1885, in the sum of
Twenty two hundred & sixty six ¹¹ Dollars.
100

Sydney T Ellis Treasurer
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Exhibit "A." filed with
Answer of J. H. McClure.

First, Second and Third
Dividends paid - June 28.
1889.

Ro. Riddick.

Plaintiff

vs.

Sydney T. Ellis, trustee -

Defendant

In Chancery.

The answer of J. H. Mann,

who at the time of the suspension and assignment of the Commercial Bank of Suffolk V^{ts}, was a stockholder in and creditor of said Bank, to the bill of Complaint filed by the above named plaintiff, against the above named defendant and the unknown stockholders of said Bank, is as follows:

I admit the incorporation of the Commercial Bank of Suffolk, V^{ts}, and that after its incorporation it did a banking business in the town of Suffolk V^{ts}, until its suspension and assignment in 1883.

I admit the deed of trust to the defendant Sydney T. Ellis, for the benefit of the creditors of said Bank.

I do not know nor do I admit that the plaintiff Ro. Riddick had on deposit in the said Bank at the time of its suspension the sum of \$7245⁰⁰ and is a creditor of said Bank by that amount as by him alleged in his bill. He must prove this as he may be advised.

I know nothing whatever of the matters alleged by the plaintiff in his bill, further than informed by the bill, and further than I have already admitted.

I am a creditor of the said Bank and was before and at the time of its suspension and of the execution of the deed of trust to the defendant, for the sum of \$2303. ⁰¹/₁₀₀, as shown by the certificates of the said defendant, herewith filed as a part of this answer marked Exhibits "A" & "B".

I own five shares of the stock of said Bank, which I bought of it on the 22nd day of December 1883 and paid therefor in cash the sum of five hundred seventy five dollars - I am informed and believe, that on January 10th 1884, the said Bank credited my account with one dollar ninety five cents, dividend on said stock, and on July 30, 1884 and January 28th 1885, respectively, I was credited by said Bank with seventeen dollars & fifty cents, making a total of \$36⁹⁵ with which I was credited on account of the said five shares of stock, not one cent of which did I withdraw from said Bank. Independent of the said sum of \$36⁹⁵ which went to my credit, as I am informed on the books of the said Bank as dividends declared upon said five shares of stock, I had to my credit from deposits made by me with said Bank, and it was indebted to me in the sum of \$2266.⁶⁶ on the day of its failure, and assignment to the defendant, Ellis.

I ask that the order in pining & prohibiting the defendant Ellis from paying over ~~the~~ the dividend of twenty five per cent, or so much thereof as affects me, may be annulled and rescinded, and that said defendant be directed to pay over to me or my attorney & record, the dividend to which I am entitled, and which is now in the hands of the trustee -

If I be not entitled to the sum which went to my credit with said Bank, as dividends on the said five shares of stock, amounting to \$36⁹⁵, certainly no one can question my right to the said sum

of \$22.66⁶⁶ to the dividend of twenty five per cent
thereon, amounting to \$566.⁶⁷

And having fully answered, I pray to be
dismissed, and that the injunction awarded the
plaintiff may cease and become ineffectual as
to me.

11 d. 1886.

J. W. Manner

City of Norfolk, Twil:-

This day, J. W. Manner, whose name
is above subscribed, made oath before me, a Notary
Public in the Corporation of the City of Norfolk,
that the statements made in the foregoing an-
swer of his own knowledge, he knows to be
true and those made upon information
derived from others, he believes to be true.

Given under my hand this 11th day
of March 1886. James E. Heath C. P.

Ro. Riddick
or } in charge
Sydney J. Ellis, trustee.

Hammanson & Heath Bld.

The joint and several demurrers of Algernon S. Darden Joseph P. Webb, William R. Smith and Wilbur J. Kilby to the amended Bill of Complaint exhibited against them and others by Robert Riddick in the Circuit Court of Staunton County:

These defendants by protestation, not confessing or acknowledging all or any of the matters and things in the said amended Bill of Complaint contained to be true, in manner and form as the same are therein set forth, ~~doth~~ do demur thereto and for cause of demurrer show that it appears by said amended Bill that the same is exhibited against these defendants both as stockholders and directors of the late The Commercial Bank of Suffolk and that their liabilities as such stockholders as alleged and set forth in said amended Bill are totally distinct from their liabilities as such directors as in said a-

amended Bill alleged and set forth, whereby it appears by said amended Bill that the same is exhibited against these defendants for several and distinct matters and causes by reason of which the said Complainant's said Bill is drawn out to a considerable length and these defendants are compelled to take a copy of the whole thereof and by joining distinct matters together, which do not depend on each other in the said Bill, the pleadings, orders, and proceedings, will, in the progress of said suit, be intricate and prolix and these defendants put to unnecessary charges in taking copies of the same.

Wherefore, and for divers other errors and imperfections, these defendants demand the judgment of this Court whether they shall be compelled to make any further, or other answer to the said amended Bill or any of the matters and things therein contained; and pray hence to

be dismissed with their reasonable costs in this behalf sustained.

Algernon S. Darden
Joseph P. Webb
William R. Smith
Wilbur J. Kilby
By Counsel

John Stealy p.d.

Reddick

vs. } In Chy.

Ellis, Trustee & al.

Demurrer of
A. S. Garden
& others to the
amended Bill.

The Defiance answer of Robert R. Allen to the Bill of Complaint exhibited to Robert Riddick against Sydney P. Ellis, trustee & others in the Circuit Court for the County of Warrington.

This Respondent, for answer to the said Bill of Complaint admits:

1. The incorporation of the Commercial Bank of Suffolk, Va., and that after its incorporation it did a banking business in the town of Suffolk until its suspension and assignment in 1875.

2. That a sum of trust advanced in the Bill was received by said Bank to the said Sydney P. Ellis, trustee, for the benefit of the creditors of said Bank.

As to the other matters alleged by the Plaintiff in his bill, this Defendant has no other knowledge than such as is derived from the Bill, and so far as he is to be or may be affected thereby, he calls for strict proof of the same.

This Respondent admits that he was, prior to the 26th day of August A.D. 1879, the owner of five shares of the stock of said Bank, and that as such holder he received the dividends declared upon said stock; but this Respondent says that at or about the said day he sold the said five shares of stock, and has not since then been the owner thereof or of any other stock of said bank nor has he since then received any dividends upon the stock aforesaid.

This Respondent believes and alleges that when the said dividends so declared and paid to him were received by him, that said bank was in a flourishing and prosperous con-

sition, and that said dividends were declared
not upon capital stock or paid out of capital
stock or deposits, but out of profits
legitimately earned in the operations of said bank.

And this respondent, for a further defence in
this behalf, alleges that no portion of said dividends
so received by him was paid within five years
prior to the institution of this suit, and he claims
the same benefit of the act of limitation in his
case made and provided as though the same
were specially and formally pleaded by him.

This respondent further answering,
says that he is a creditor of said Bank to
the amount of \$1662.³³/₁₀₀ deposited to his credit
prior to its suspension, and remaining due to
him at that time; and that he is entitled to
receive the dividends declared in his favor, and
now in the hands of said trustee, to-wit:

And he prays that so much of the order
of injunction as restrain the payment to him
of said dividends by said trustee may be dissolved,
and said trustee directed to pay the same to
this respondent.

And having fully answered, he prays to
be hence dismissed.

Robert R. Allen

State of Virginia:—

County of Nansemond, to-wit:—

I Lee Pratt, a notary public in and for the
County of Nansemond in the state aforesaid
hereby certify that Robert R. Allen whose
name is signed to the foregoing

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ansider has this day acknowledged
the same before me in my county
aforesaid.
Given under my hand this 16th day
of October 1886.

Lee Britt
Notary Public

Robert Riddick
to: J. M. Chauncy
Sydney J. Eccles, M.L.A.

Answered
Robert R. Allen

Wells + Seldner,
p.d.

The joint and several answers of the defendants Wilbur J. Kilby, A. S. Darden, Joseph P. Webb and William R. Smith, to the original and amended Bills of Complaint Exhibited against them and others by Robert Riddick in the Circuit Court for the County of Hansemond.

These respondents saving and reserving to themselves and each of them all and all manner of Benefits of Exception to the said original and amended Bills on account of the many errors, misstatements and imperfections contained therein, for answer thereto, answering say:

I. As to the^x matters alleged in the said Original Bill, these respondents, admitting that they were stockholders in the said Commercial Bank of Suffolk at the time of its suspension, deny utterly that any dividends were ever declared or paid to them, or to either of them out of any of the Capital Stock of said Bank or of funds belonging to depositors in said Bank.

And they allege that the only dividends ever received by them or either of them were paid out of the profits and earnings of said Bank legitimately acquired and distributed, and they deny all liability to the plaintiff for and on account of such dividends so received.

And as to the debt alleged to be due to the plaintiff, Robert Riddick, these respondents deny any knowledge thereof, and call for strict proof of the date, amount and particulars thereof And as to the matters alleged by way of amendment to said Original Bill, these respondents say

I. They deny that they are in law responsible individually or personally as stockholders of said Bank for any debt or liability thereof *to its creditors or otherwise.*

2. Admitting that they were directors of said bank in the month of October 1884; and further admitting that during said

month said Bank became the owner of 90 shares of its stock which had been the property of John T. Riddick then deceased, these respondents submit the following statement of the circumstances under which said stock was acquired:-

The said John T. Riddick was indebted at the time of his death to the said Bank, in the sum of \$12,000^{or \$14,000.} In order to meet said liability, or in the regular administration of the estate of his decedent, the personal representative of said Riddick would have been obliged to make ~~the~~ sale of said stock. The Bank was comparatively unknown, its operations being principally confined to the Town of Suffolk and its vicinity, and the stock had no regular or quoted market value as is usual with large banking institutions located in cities.

The respondents fearing that the offer of so large a number of shares in a small place like Suffolk would result in a sale at a nominal figure, and that the credit of the Bank would thus be weakened, decided, after consultation, to take the stock in settlement, pro tanto, of the debt due from Riddick's Estate, as by law they were authorized to do. They considered the stock worth all that they gave for it, which was the least figure at which the personal representative of the decedent would part with it in settlement of the debt. These respondents in acquiring the said stock, were actuated by another consideration. The number of shares held by Riddick was larger than in their judgment, should have been held by one person, in the best interests of the Bank. They thought that by distributing it among different holders, in smaller amounts, they would enlist the interests and efforts of a greater number of persons in the affairs of the Bank and thus contribute to its success.

In all that they did in this particular they were influenced solely ~~for~~^{by} regard for the Bank's prosperity; and acting

from the best motives, and with such lights as they had before them, they submit that they are not in law or Equity responsible for an error of judgment, if, indeed, one was committed.

But these respondents ~~after~~ that they not only acted in good faith, and after deliberation, but that what they did would would have resulted as they intended, but for circumstances over which they had no control.

3. And these defendants deny the allegation that these directors "authorized the purchase of other shares of said stock to prevent a public sale thereof", and demand strict proof ~~xx~~ thereof.

4. And as to the allegations of said bill concerning the transactions of the said Commercial Bank with the "Suffolk Cotton Mills" these respondents, Wilbur J. Kilby, Joseph P. Webb and A. S. Darden, admit that they did concur with the other members of the direction of said Bank, in the purchase of said Mills as alleged in said bill. It is true, that said Mills had become largely indebted to said Bank, and that said indebtedness was not secured. There was in the opinion of your respondents, no other way of satisfying said indebtedness; and in making said purchase they were actuated solely by a desire to subserve the interests of the Bank. Had the ~~operations of~~ ^{proved} said Cotton Mills, after their acquisition by the Bank, ~~been~~ ^{valuable} as ~~profitable~~ as these respondents had reason to believe they would be, their purchase would have resulted in advantage instead of loss. In making the loans and discounts to said Mills these respondents were perhaps mistaken, but they had confidence in the enterprise, and were anxious to encourage it for the sake of the community in whose prosperity the Bank's success was so deeply involved.

In April 1885, the Exchange National Bank of Norfolk failed

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ad for a very large amount, and the effect of its failure was visible in a very marked degree upon the business of the Commercial Bank of Suffolk. Deposits ceased to be made, and depositors withdrew their funds, and the loss of confidence continued until about the first day of the following August, when the bank was compelled to suspend payment, and made an assignment. These respondents fully believe that but for the failure of said Exchange National Bank, the Commercial Bank of Suffolk would have been enabled to surmount all its difficulties.

And further answering, these respondents say that in consequence of the destruction of the books and records of the bank by fire, and the loss of valuable papers, it is a matter of impossibility to make a correct Exhibit of the affairs of the Bank, and these respondents do not know what ^{was} its exact condition at the time of suspension, or if it could have been recovered all its effects, whether it would have been insolvent or not. They call especial attention to the deposition of James H. Toomer, Esq., the Expert chosen to make an examination of the books after the failure, in which he states that the said books show that there ought to have been visible evidences of debt among the assets of the bank to the amount of \$21,604.33 and 38 cents in excess of those evidences which were exhibited to him. He states further that unless such evidences were destroyed or lost, purposely or by accident, they would still be in existence.

If produced, and solvent, as is fair to presume until the contrary be shown, the assets in the hands of the trustee would be increased by this amount, and the dividends of the creditors be proportionately increased.

These respondents are not called upon to make good any loss sustained by the default of the proper custodian of the books and assets of said Bank, he having been appointed such with

due care and circumspection. Nor are they responsible in law for the confusion incident to the destruction by fire of the books and papers aforesaid. The attention of Thomas G. Elam, the Cashier, was called in due time to the imminent danger which threatened them, and he promised to give the matter proper attention; and these respondents aver that if he had done so, he could easily have saved all the records and papers of the Bank.

In the existing state of affairs, these respondents insist, it is impossible to determine whether but for said fire and for the loss of its assets either by accident or otherwise, the bank would be able to pay its debts or not.

But in any event, they further insist that in the capacity of directors they have acted in perfect faith, and with all the care and diligence ordinarily employed by such individuals and with all required of them by law. If they have erred in judgment, they have themselves as stockholders and depositors suffered proportionately with others; and in all that they did or attempted, they were prompted by an earnest desire to promote the common welfare.

And these defendants further aver that the assets of said bank were not decreased by the purchase of said bank stock, the property of said John T. Riddick, and deny that said stock was worthless at the time it was purchased.

And these defendants also deny that the purchase of said shares of stock and the appropriation of the proceeds as aforesaid was a fraud upon the creditors of said Bank, and that the directors were guilty of misappropriating the funds of the Bank *to that extent, and that they are personally liable to its creditors of said Bank* for the amount so applied, and that the amount so applied was ~~lost~~ lost to said Bank.

And these defendants also deny that any of the dividends

declared by the directors of said Bank were improperly or ~~fr~~ fraudulently declared and paid out, and that they were fraudulently appropriated to the injury of said Bank's creditors and that the profits of said Bank at no time since its organization were sufficient to justify the payment of any dividends to the stockholders.

And these defendants further deny that discounts ~~and~~ loans for said Cotton Mills were improvidently made and that the purchase of said Cotton Mills by said Bank was without any legal authority and wholly unwarranted, and that the directors of said Bank who authorized the transaction are personally liable to the creditors of said Bank for the loss, if any, caused thereby.

These defendants aver that the purchase of said Cotton Mills was not for the purpose of operating or engaging in the business of said Mills, for the directors of said Bank had no such idea or plan in view as the operation of the Cotton Mills, but it was solely for the purpose of securing all that could be had in satisfaction of the indebtedness ^{of} said Mills to said Bank: the purpose of the directors of said Bank being to ~~se~~ the said Cotton Mills as soon as an opportunity to do so at a reasonable price and without a sacrifice, should present itself

And having answered the complainant's original and amended Bills, these defendants pray to be hence dismissed with their reasonable costs by them in this behalf expended and they will ever pray etc.

Wilbur J. Kilby
A. S. Sargent
J. P. Webb
W. R. Smith

State of Virginia }
Nauvoo County } to wit

This day Wilbur J. Kilby, Algernon S. Larden and Joseph P. Webb, whose names are signed to the foregoing answer, appeared in person before me, a Notary Public in and for said County and State of Virginia and made oath severally that the matters in said answer stated as of their own knowledge are true and those stated upon information of others they believe to be true. Given under my hand this 27 day of August 1888.

E. E. Neeland,
N.P.

State of North Carolina }
Halifax County } to wit

This day W. R. Smith whose name is signed to the foregoing answer, appeared in person before me, a Notary Public in and for said County and State of North Carolina and made oath that the matters in said answer stated as of his own knowledge are true and those stated upon information of others he believes to be true

Given under my hand
and seal this 29 day of Aug. 1888
H. B. Harrell, N. P.

Mr. F. Riddick
in or in
Sydney F. Ellis, Trustee
et al.

in re Chancery in
in " in

Answer of W. D. Kilby
et al. in.

1888. Aug. 30th. Filed
CLK

The Demurrer and Answer of
Robert S. Prentiss to the Amended
Bill of Complaint exhibited against
himself and others by Robert Riddick
in the Circuit Court of Hansemond
County:

Demurrer -

The defendant says that the
amended bill is not sufficient in
law. -

Answer.

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

That it is true that when on the
28. December 1872 the Commercial Bank
of Suffolk was chartered the law
was that the persons composing
the corporation at the time of its
dissolution should be individually
responsible to its creditors to the
extent of their respective shares of
stock; but this respondent avers

that the Act of the General Assembly under which the said Bank was chartered as well as the charter itself, expressly and distinctly reserves to the General Assembly of Virginia the right to amend or repeal at its pleasure, either the general law under which the said Bank was chartered, or the corporate powers of any company incorporated under the provisions of such general law. - Accordingly and by virtue of the power thus reserved the General Assembly of Virginia by an act approved April 9. 1874 so amended the general law as to relieve the stockholders of the Commercial Bank of Suffolk from such responsibility. Therefore this respondent denies that there is any responsibility upon him to any creditor of the said Bank, but certainly there is no such liability to the complainant, whose debt, this respondent avers, was contracted long after the date when the law was thus amended. -

That the alleged purchase of stock from John T. Riddicks personal representative occurred several months before the

respondent had any connection with the said Bank either as a stockholder or director, and therefore all responsibility on account of this transaction is denied. -

That in January 1885 when this respondent became a stockholder and director of the said Bank The Suffolk Cotton Mills (a corporation) owed the Bank about \$25000. for advances previously made. The Cotton Mills was insolvent and was represented to owe nothing of any consequence except the debt due to the Bank. - In order to avoid the expense of legal proceedings and a judicial sale the Directors of the Bank accepted from the said corporation a conveyance of all of its assets of every kind and description. - This respondent denies that the said purchase was without any legal authority and wholly unwarranted, or that it entailed serious loss upon the said Bank or its creditors; on the contrary thereof this respondent avers that the said transaction was for the benefit of the said Bank and its creditors and secured a

much larger percentage of the Cotton Mills indebtedness than could have been secured in any other manner. - That this respondent was himself at that time as well as at the date of the suspension, a depositor and creditor of the said Bank and in this transaction acted with the most perfect good faith in his endeavor to protect the interests of the said Bank, its creditors and ~~depositors~~ stockholders. -

So that even if the complainant could show that an error in judgment had been committed by this respondent and his co-directors in accepting the said conveyance, this respondent denies the existence of any rule of law or equity under which he can be held personally liable to the ~~creditors of the~~ complainant for any loss supposed by ~~the~~ him to have been thereby occasioned. -

This respondent denies that he ever improvidently or otherwise made or sanctioned any discounts or loans whatsoever ^{from the Commercial Bank of Suffolk} to the Suffolk Cotton Mills. -

Robt. D. [Signature]

And having answered respondent's prayers
to be hence dismissed with his reason-
able costs in this behalf expended.

1

Rob. R. Prentiss.

Sworn to before me by Robert
R. Prentiss this 9th day of September
1887. —

Peter B. Prentiss. Clerk

Denumer ^{but}
Answer of
Robt. N. Prentiss
to Bill of
Robt. Niddick

1887. Oct. 10th. Filed.
cd

The Answer of Sydney J. Ellis, Trustee,
to the Original and Amended Bills
of Complaint filed against himself
and others by Robert Riddick in
the Circuit Court of Hansemond
County:

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

That ever since the books and
papers of The Commercial Bank of
Suffolk came into the possession
of this respondent they have been
kept in an office in Suffolk,
Virginia open to the public and
at all reasonable hours, the said
books and papers have been subject
to the inspection and examination
of the complainant and his counsel,
and all other persons who claimed
any interest therein. -

This respondent does not know
whether or not the stockholders

and directors of the Commercial Bank of Suffolk are legally responsible to the creditors of the said Bank. This question respondent submits to the Court.

But respondent claims that if any such liability shall be ascertained that the fund thus realized should be paid to this respondent to be ratably distributed among all of the creditors of the said Bank, ~~because~~ ^{because} the Complainant is only entitled to the said fund in common with the other creditors. Respondent accordingly prays for such a decree as will protect the rights of all of the cestuis que trustent.

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

Rob. R. Peatris,
Counsel. -

Answer of
Sydney T. Ellis.

to Bills of
Robert Riddick.

1887. Oct. 10th: F. L. L.
C. H.

The separate answer of
the defendant Wilbur J. Kilby to the
Bill of Complaint exhibited against
Sydney T. Ellis, trustee in a deed from
from the Commercial Bank of Suffolk,
and
against this respondent and other stock-
holders in said Bank, described as un-
known defendants, by Robert Riddick,
the Plaintiff in the said Bill.

This respondent, having
and reserving to, for answer to the said
Bill of Complaint, or to so much
thereof as he is advised it is material
for him to make answer unto, an-
swering, says:

He admits that the Charter of
incorporation, as charged in said Bill,
was granted to the said Commercial
Bank of Suffolk on the 28th day of
December, A.D. 1872; that the same
was then organized, and proceeded to
do a general banking business under
and by the provisions of the said Charter,
and so continued until about the 1st
day of ~~July~~ ^{August 1885, instead of 1st day of July 1885 as alleged in said Bill} ~~1885~~, that said Bank then
suspended, and made a deed of trust to
the said Sydney T. Ellis, trustee, conveying
all its assets to said trustee for the

benefit of the creditors of the said Bank.

His respondent has no knowledge of the deposit alleged by the plaintiff to have been standing to his credit on the books of said Bank at the time of said suspension; and without admitting or denying the truth of the allegation of the Bill in reference thereto, he calls for strict proof of the same.

This respondent, further answering, says that, at the time of the suspension of said Bank, he was the holder of fifteen shares of the stock thereof, and still holds the same.

He admits that, at various times, dividends were declared upon said stock, and received by him; but he is unable now to recollect either the number of said dividends, the amount thereof, or the times at which the same were received.

He further says that he has no means of ascertaining what were the profits of said Bank during its existence, as the books and papers of the same were destroyed by fire on the 7th day of June A.D. 1855, when a large portion of the

town of Suffolk was similarly destroyed; but from his observation and such knowledge of the transactions of the Bank as came to him during its existence, he has every reason to believe, and does believe that said profits were large.

He denies that the dividends received by him were declared upon any other than the legitimate earnings and profits of the Bank; and that the same were paid out of either the Capital stock or the funds belonging to depositors; and ~~they~~ ^{he} calls for full and strict proof of each and every allegation in the Bill that they were so paid.

And he utterly denies all frauds or knowledge of frauds on the part of the directors in declaring said dividends, or on his part in receiving the same.

This respondent further says that, at the time of the suspension of said Bank, there was standing to his credit upon its books the sum of \$55.⁰⁰ — and that, by virtue of the dividend declared & paid by said Sydney S. Ellis, trustee, he is entitled to receive the sum of \$13.⁷⁵ —, the payment of which has been enjoined by a decree granted in his Cause in vacation pursuant to the prayer of the Bill.

And this respondent insists that he is entitled to receive the same immediately, and such other dividends as may hereafter be declared; said trustee in ^{his} favor as a creditor of said Bank; and he asks that said order of injunction may be dissolved, and that said trustee be authorized and directed to pay to him the amount of said dividends now in his hands.

And having fully answered, he prays that he may be hence dismissed with his reasonable costs by him about his defense in this behalf expended.

Holladay & Veely } Wilbur J. Kilby
p.d.

State of Virginia,

County of Nansemond, to wit

I, Peter B. Prentiss, Clerk of the Circuit Court

in and for the said County, do hereby certify that Wilbur J. Kilby, whose name is signed to the foregoing answer, this day appeared before me in my County aforesaid, and made oath that the statements contained in the foregoing answer he verily believes to be true
Given under my hand this 3rd day of February, 1886.

Peter B. Prentiss, Clerk

Robert Riddick
vs: { de Chancery
Sydney N. Ellis, Trustee
et al.

Answer of
Wilbur J. Kilby.

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

The amended Bill of your
Complainant Ro Riddick, respectfully rep-
resents that he heretofore Exhibited in this
Court his Original Bill of Complaint, against
Sydney J. Ellis, Trustee and the Stockholders of
The Commercial Bank of Suffolk Va, whose
names are unknown to your Complainant,
which said Original Bill is as follows: Com-
plaining sheweth unto your Honor, your Orator
Ro Riddick, that some time during the Year
1872 or 1873, a charter of incorporation was
granted to Geo R. Kilby, Wallace Kilby, A. S.
Darden, R. S. Eley and others, by which they
were created and constituted a body politic
and corporate under the name and Style of
"The Commercial Bank of Suffolk Va" (a copy
of the said Charter being herewith filed as
Exhibit "A" as part of this Bill). That the said
"Commercial Bank of Suffolk Va" was then
Organized and proceeded to do a general
Banking business, under the provisions of the
said Charter, and so continued until about the 1st
day of July 1885, when the said Bank suspended &
made a Deed of Trust to Sydney J. Ellis, Trustee, con-
veying all its assets to said Trustee for the benefit of
the Creditors of said Bank. That at the time of

Such Suspension, Your Orator had on deposit
in the said Bank the sum of seven thousand
two hundred and forty five dollars (7245⁰⁰)
and is a creditor of said Bank by that amount.
That soon after the organization of said Bank
the Directors thereof began to declare dividends
to stockholders upon the shares of stock held
by them, and as Your Orator is advised and believes
and therefore alleges, continued to declare such di-
vidends until the original stockholders had re-
ceived in dividends an amount in the aggregate
equal to or greater than the amount of stock
paid in by them. And Your Orator believes and
therefore alleges that the profits of said Bank, at
no time since its organization, were sufficient
to justify the payment of any dividends to the
stockholders, and the dividends so paid from
time to time, were paid out of the Capital Stock
or out of the deposits in said Bank, both of which
should have been sacredly held as assets for the
benefit of Creditors, and the dividends declared
from time to time, and paid to the stockholders
of said Bank, were fraudulently appropriated
to the injury of its Creditors, and Your Orator is
advised and believes that all such dividends so
paid should be refunded by the stockholders who
have received them, and be made assets in the

hands of said Trustee, for the benefit of the creditors of said Bank. But Your Orator has no access to the books of the insolvent Bank aforesaid, and no means of ascertaining who were the stockholders receiving such dividends from time to time, or the amounts paid such stockholders as dividends; neither can Your Orator ascertain who of said stockholders are now claiming to be creditors of said Bank, with a right to share in the distribution of its assets in the hands of said Trustee. But Your Orator is advised and believes and alleges that none of the stockholders who have received such dividends so ^{improperly and fraudulently} paid out, ought to participate in the distribution of any assets now in the hands of the said Trustee, until such dividends are returned to the said Trustee as assets for distribution among the creditors of said Bank.

But as Your Orator is without remedy in the premises, save in a Court of Equity where such matters are alone and properly cognizable and relievable, to the end &c, Your Orator prays that the said Sydney J. Ellis, Trustee, and the stockholders, of the said Bank, whose names are unknown to Your Orator, may be made parties defendant to this Bill and required to answer the same fully and particularly; that one of the

Commissioners of this Court may be required to take, state and report to Court the following accounts: 1st An account showing what amounts have been paid out as dividends on the Capital Stock of said Bank since its organization, and to whom the same were paid. 2^d An account showing who were the original Stockholders of the said Bank, and who became Stockholders in the said Bank subsequent to its organization, and who were stockholders at the time of its suspension. 3^d An account showing what amounts were on deposit in the said Bank at the time of its suspension, to the credit of any persons who were then stockholders, with the names of such stockholders and their respective credits. 4th An account showing the profits of said Bank out of which the several dividends declared by the directors at various times were paid.

And Your Orator also prays that an Injunction may be granted him, directed to said Sydney J. Ellis Trustee, Enjoining and restraining him from paying out of the assets in his hands any dividends to any person who was or has been a stockholder in said Bank, on account of any alleged credit to such parties, until the further Order of this Court, the said Trustee having advertised to pay a dividend of twenty five

per cent to all Creditors on and after the 10th day of November 1885.

And Your Orator will ever pray &c.

No Riddick

By Counsel.

That in response to the prayer of said Bill an injunction was awarded, as prayed for, by Hon D Jackson Brooke, Judge of the Hastings Court of Norfolk City, which is appended to the said Bill and is still in force, and at the April term 1886, of this Court, a decree was entered appointing E. E. Hall and a special Commissioner to take, state and report to Court the accounts prayed for in said Original Bill; and leave was given the Plaintiff to file an amended Bill, if thereafter he should be so advised.

Now Your Complainant alleges that under the Law of Virginia, as it Existed at the time the said "The Commercial Bank of Suffolk Va" was chartered, to wit: on the 28th day of December 1872, the persons composing the Company at the time of its dissolution, are individually responsible to the Creditors of said "The Commercial Bank of Suffolk Va", to the extent of their respective shares of stock in the said Bank and that on this account there is a liability on the the stockholders of the said Bank, who were such at the time of its suspension, to wit: on the first day of August 1886 (instead of the first of July 1885, as

stated in the original Bill) to pay to the Creditors of said Bank the Sum of Thirty thousand Dollars, which said Sum was the amount of the Capital Stock of said Bank. And your complainant is advised and believes that after exhausting all the assets in the hands of the said Trustee, Sydney T. Ellis, the liabilities of said Bank to Depositors will exceed the Sum of Fifty thousand Dollars.

And your complainant further alleges that Geo. T. Riddick, who was a large stockholder of the said Bank, departed this life some time in the early part of the year 1884, being indebted to the said Bank at the time of his death, in the Sum of Fourteen or fifteen thousand Dollars, that he was the owner of ninety shares of the stock of the said Bank, and had been for some time previous to his death, one of the Directors thereof; that apart from the said ninety shares of stock, the Estate of the said Geo. T. Riddick was perfectly solvent and ample for the payment of all debts due by him. Some time after the death of said Geo. T. Riddick, to wit: in October 1884, when the said ninety shares of stock were about to be offered for sale by his personal representative, the Directors of the said Bank, at that time consisting ^{as your Orator believes} of A. S. Darden, R. T. Eley, W. J. Kilby, J. P. Webb, Wm. R. Smith & Thos. G. Elam (the vacancy in said Board created by the death of Geo. T. Riddick, not having then been filled) determined to purchase and

* And Your Orator is also advised and believes that other shares of stock in the said Bank, had been previously purchased, and held by the Bank to prevent a public sale thereof, but has no means of determining whose they were, or in what amounts, and prays that this Court will order an inquiry into all such matters and a report by one of its Commissioners.

did purchase the ninety shares of stock standing in the name of said Geo. T. Riddick and belonging to his Estate, paying therefor the price of \$110⁰⁰ per share, and applying the proceeds thereof, amounting to \$9900⁰⁰ to the credit of the notes due by said Geo. T. Riddick, at the said Bank; and the shares of stock so purchased were not cancelled, but held by the Bank and offered for sale to other parties privately, and dividends thereafter paid on the said shares. The liabilities of the said Bank were not decreased by the said purchase, and said purchase was made only a few months prior to the suspension of said Bank, and at the time the said stock was really worthless. Under these circumstances Your Orator is advised and alleges that the purchase of said shares of stock, and appropriation of the proceeds as before stated, was a fraud upon the creditors of said Bank, and that the Directors, by whose authority it was done, were guilty of misappropriating the funds of this Bank to that extent, and are personally liable to the creditors of said Bank for the full amount of \$9900⁰⁰, so wrongfully applied, and by their deliberate action lost to said Bank. *

And Your Orator further shows, that some time in February 1885, "The Suffolk Cotton Mills" a Corporation then doing business in the Town of Suffolk, were indebted to "The Commercial Bank of Suffolk" in

for loans and discounts made for said Mills by said Bank, to a large extent, something over \$20000⁰⁰ the bank holding no security for said indebtedness and having no lien upon the property of the Cotton Mills. But your Orator is advised and believes that the property of the Cotton Mills was sufficient at that time to cover their indebtedness if proper action had been taken. But being so indebted the said Bank, by vote of its board of Directors, composed at that time ^{as your Orator believes} of A. S. Dandew, R. S. Eley, M. J. Kilby, Jos. P. Webb, J. G. Elam, R. R. Prentiss and J. B. Causey, agreed to purchase said Cotton Mills and assume all their indebtedness; that the Boards of Directors of the said Bank and of the Cotton Mills, were to a certain extent identical, A. S. Dandew, Jos. P. Webb & J. G. Elam according to your Orator's information and belief being upon both Boards; and the proposition by the Directors of said Bank to purchase the said Cotton Mills and assume all the debts of the same, was accepted by the Directors of the latter, and a Deed thereupon executed conveying to the said Bank all the property, franchises &c of the Cotton Mills, a copy of said Deed being herewith filed as part of this Bill and marked "E". Now your Orator is advised and believes that by the transactions with the said Cotton Mills, the said Bank lost a

X

large amount of money; that discounts and loans for said Cotton Mills, were imperiously made, and the purchase of said Cotton Mills by said Bank, upon the terms and under the circumstances named, was without any legal authority and wholly unwarranted, entailing serious loss upon said Bank and consequently upon its Creditors. And your Orator is advised & believes, and therefore alleges that the Directors of the said Bank who authorized the transactions are personally liable to the Creditors of said Bank for the loss caused thereby.

But as your Orator has no remedy, for the wrongs alleged herein, save in a Court of Equity, to the end so, he prays that Sydney J. Ellis Trustee, and the Stockholders of the Commercial Bank, (the names of whom and amount of stock held by them are unknown to your Orator), the said A. S. Dunsen R. S. Eley, J. P. Webb, M. J. Kilby, Wm R. Smith & Thomas G. Elam, the Directors of said Bank in October 1884; and A. S. Dunsen, R. S. Eley, J. P. Webb, M. J. Kilby, Thomas G. Elam, R. R. Prentiss of J. C. Cansey, the Directors of said Bank in February 1885, may be made parties Defendant hereto & required to answer the allegations hereof, fully and particularly; and that in addition to the accounts required to be taken under the Original Bill filed herein, said Special Commissioner E. E. Holland

may be required to take, state and report to Court the following accounts:

1st An account showing what was the Capital Stock of "The Commercial Bank of Suffolk Va", and who were the holders thereof at the date of the suspension of said Bank on the 1st day of August 1885; with the number of shares of Each stockholder respectively.

2^d An account showing the number of shares of stock in said Bank owned by Geo. T. Riddick, at the time of his death; to whom and at what price they were sold; how the proceeds were applied; whether the Estate of said Geo. T. Riddick, apart from the said shares of stock, was sufficient for the payment of his debts, and who were the Directors of said Bank authorizing the purchase of said shares of stock.

3^d An account showing whether any other shares of stock of the said Bank, were at any time purchased by the Directors thereof, and if so, how many, and who were the Directors of the Bank at the time of such purchase.

4th An account showing the indebtedness of "The Suffolk Cotton Mills" to "The Commercial Bank of Suffolk Va", at the date of the transfer of the Cotton Mills and assets to said Bank; the value of the Cotton Mills and assets at the time of such transfer,

The indebtedness of said Cotton Mills at the time,
other than to the Bank, who were the Directors of
"The Commercial Bank of Suffolk Va", at the time
said transfer was made, and what amount of money
was lost to said Bank by the transaction with the
said Cotton Mills.

Together with any other matters, ^{not} specially stated which
may be deemed pertinent by said Commissioners
or required by any of the parties; And that Your
Orator may have such other and general relief in
the premises as his cause may require or to Equity
may seem meet - And Your Orator will ever
pray &c -

/ Ro Riddich

By Counsel.

Hanseman County, to wit:

J. Geo. H. Wright, a Notary
Public for the said County do certify that Ro Riddich
personally appeared before me and made oath that
the statements contained in the Amended Bill
above written, are true to the best of his knowl-
edge and belief.

Given under my hand this 25th day of Feb 1887

Geo. H. Wright N. P.

Wright & }
Christian } f.g.

Ro. Riddick

v. In Chancery

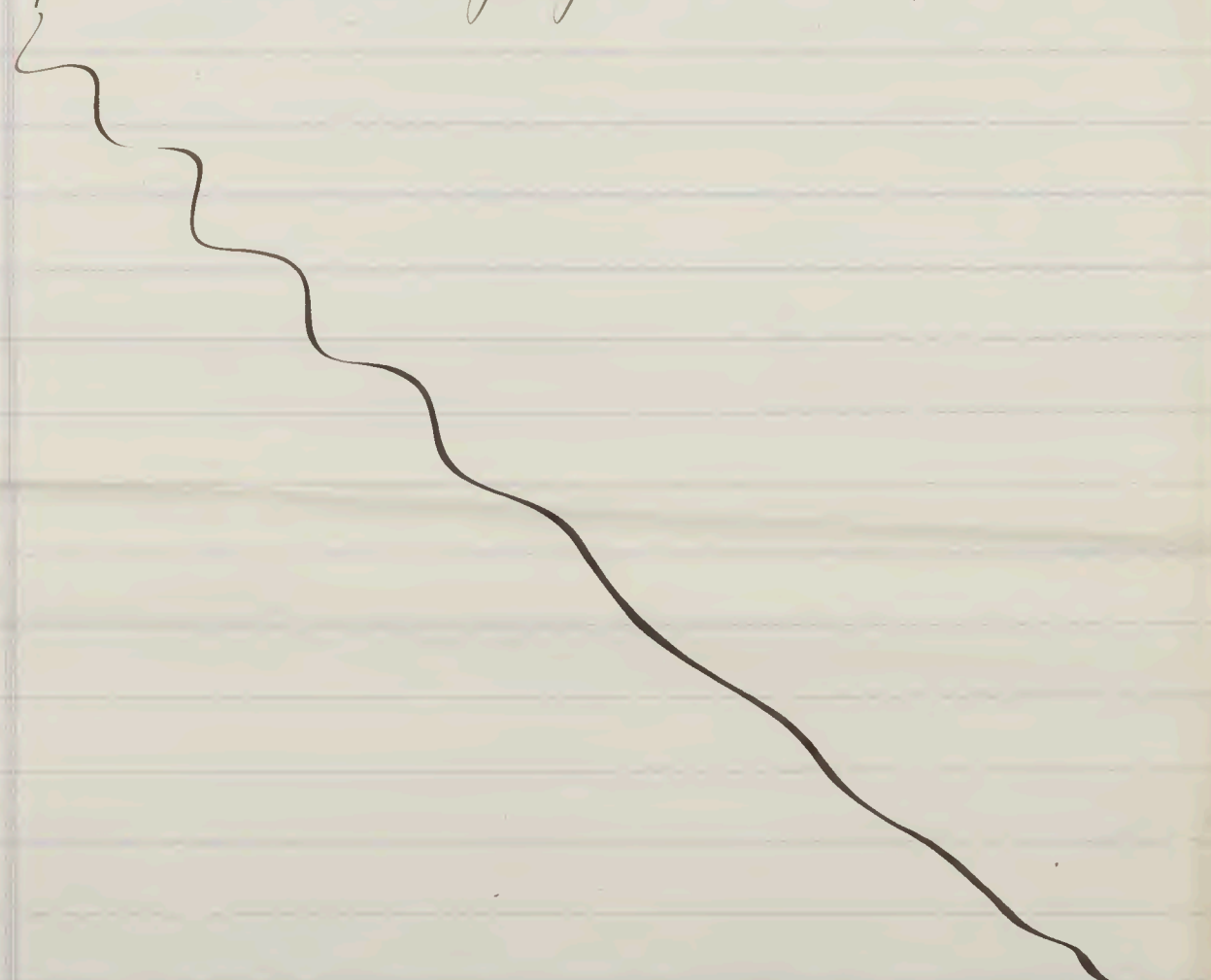
Sydney J. Ellis Trustee

Amended Bill

Whereas, on the 14th day of August A.D. 1885, at a duly called and lawfully organized meeting of the Board of Directors of the The Commercial Bank of Suffolk, a corporation chartered the 28th day of December, A.D. 1842, by the Honorable George Blow, Judge of the Circuit Court of Fauquier County Va, in pursuance of the law in that case made and provided, an action, Algernon S. Warden was made Chairman and Thos. G. Glane, Secretary, and, ~~on~~ ^{on} further motion it was resolved to be expedient that the said Corporation go into liquidation and to that end it was further resolved and ordered that an assignment of all the assets and property of said Corporation of every kind, be made by deed of trust to Sydney J. Ellis, Trustee, in trust to secure the payment of the indebtedness of said Corporation to all its creditors, pro rata with all necessary powers in the premises for the proper execution of said trust, and that the said deed be executed for and on behalf of said Corporation by its President and attested by the Chairman and Clerk of said meeting. This Deed, therefore, made this fourth day of August, in the year of our Lord one thousand eight hundred and eighty five between the said The Commercial Bank of Suffolk, of the one part, and Sydney J. Ellis, of the other part, as trustee for the purposes herein named as aforesaid, Witnesseth, That the said The Commercial Bank of Suffolk, does hereby grant with general warranty unto the said

Sydney T. Ellis, Trustee as aforesaid, the following property to-wit: All the assets and property of every kind whatsoever, real, personal and mixed of the said The Commercial Bank of Suffolk, including all the notes, bonds, bills, accounts, credits, stocks, moneys, office furniture and all other personal property of every kind and description of said Corporation and including all and singular the property on Sycamore Street in the Town of Suffolk which by deed dated the 23^d day of February A.D. 1885, and recorded on the 14th day of March A.D. 1885, on page 404 of Record Book No. 14, was sold and conveyed unto said Corporation by Suffolk Cotton Mills, consisting of real estate and the buildings, shops, warehouses, structures, erections, fixtures, and appurtenances thereon and thereunto belonging of every kind and description and all the machinery, stock in hand and all other property real and personal thereto belonging and all the franchises, rights and privileges in connection therewith and claims, debts, demands, and rights in favor thereof, and money due an account thereof to said Corporation as well in law as in equity and every part and parcel of the property lately owned by said Suffolk Cotton Mills and conveyed by it to said Corporation as aforesaid with all its appurtenances, and also all that certain

lot or parcel of land which by deed dated the
25th day of February A. D. 1876 and recorded
the 29th day of March A. D. ¹⁸⁷⁶ on page 344 of Deed
Book No. 5, was sold and conveyed by Wallace
Kilby and wife unto said The Commercial Bank
of Suffolk, consisting of a parcel of land situated
on the north side of Washington Street in the
Town of Suffolk, in Hampshire County and
now bounded on the north by the land of Mar-
garet P. wife of John F. Primer, on the East by the
land of Maggie T. wife of Wallace Kilby, on
the South by said Street and on the West by
the land of Anna M. Riddick and Missouri
T. Wethers together with all and singular the
appurtenances belonging to the same;



In trust to secure the payment first in full, of all the costs and expenses in connection with the execution of the trust created by this deed, including to said trustee two and one half per cent commissions upon the gross proceeds of all sales he may make in pursuance and by authority hereof, and upon all sums of money he may collect or receive by virtue hereof and also the payment of such fees of counsel as it may be necessary to incur and pay for services rendered said trustee in connection with the preparation and execution of this deed or the execution of the trust hereby created; and after the payment of such costs and expenses and commissions and fees, then to secure the payment pro rata of the indebtedness of said corporation, the said The Commercial Bank of Suffolk, to all its creditors alike, as such indebtedness may appear by the books of said corporation, or certificates of deposit issued by it, or other evidences of its indebtedness.

And said trustee is hereby authorized and empowered to take charge of all the property and assets hereby conveyed and to collect, demand, sue for, recover and receive all and every such sum or sums of money, debts, or demands, whatsoever as now are or during the continuance of this trust shall become due and owing unto the said, The Commercial Bank of Suffolk and in default of payment thereof to have, use and take all lawful ways and means for the recovery thereof by action, suit, or any manner of legal process.

or otherwise, and on receipt thereof to make and deliver acquittances or other sufficient discharges for the same.

and the said trustee is also authorized and empowered to sell the real estate hereby conveyed as well as the personal property, other than the Cheres in action, or other evidences of indebtedness to said bank, hereby conveyed by public auction for cash after due advertisement of the time place and terms of the sale for a reasonable time according to law, and to convey the same by proper deed or deeds of bargain and sale, and until the sale thereof, the said trustee is further authorized to let said real estate for such reasonable and proper rent as the same may be worth, but the letting thereof shall not be for such unreasonable or unnecessary length of time as to interfere with the sale thereof, or the time when a judicious sale thereof may be effected.

And the said trustee whenever sufficient funds or money shall have been collected or realized by him under and by virtue of this deed shall make dividends of ten per cent or more on account of the indebtedness, the payment of which is hereby secured, to said creditors of said Bank, and from time to time shall continue so to pay out and distribute all the money he may collect or receive under and by virtue of this deed, until all the money that may be collected or received, shall have been collected or

received and paid to said creditors as aforesaid.
And the said Trustee is further authorized and
empowered to employ such clerks, agents or other
servants and employers as may be necessary to
enable him to carry out the trust hereby created
and to perform the duties hereby required of him
and to pay them such reasonable compensation
as their services may be worth, or as is usually
paid for such services as they may render.

Before the said Trustee shall proceed to execute
the trust hereby created, or to perform any of
the duties hereby required of him, he shall
execute a Bond with security in the penalty
to twenty five thousand dollars, conditioned for
the faithful performance of his duties under
this deed and payable to the Commonwealth of Vir-
ginia for the benefit of the creditors of said Bank
secured by this deed, which said Bond shall be filed,
when executed in the Clerk's Office of the
County Court of Hanover County.

In witness whereof the said The Commercial Bank
of Suffolk has caused its corporate name and seal
to be hereunto affixed, and this deed to be signed by Algernon
S Darden its President, and attested by Algernon S
Darden Chairman, and Thomas G Elam, Secretary of
the meeting of its Board of Directors this 14th day of August
A.D. 1885

The Commercial Bank of Suffolk
By Algernon S Darden, Pres



Attested
Algernon S Darden
Chairman
Thomas G Elam
Secretary

State of Virginia
Nansemond County } Do certify:

I, Willard J. Penner a Notary Public in and for said County in said State of Virginia, do certify that Algernon S. Darden President, of the Commercial Bank of Suffolk whose name is signed to the writing above, bearing date the 4th day of August A.D. 1888 has acknowledged the same before me in the County aforesaid and has also acknowledged and declared that he executed the same as President of said Bank for it and in its behalf as its act and deed, having as such President signed his name thereto, and the corporate name of said Bank and caused its seal to be affixed thereto in pursuance of authority conferred upon him by the Board of Directors of said Bank as therein stated.

And I, the said Notary Public do also certify that Algernon S. Darden Chairman and Thos. J. Elam Secretary whose names are signed to the said writing above, have each this day before me in said County acknowledged the same and declared that in pursuance of the authority conferred upon them by the Board of Directors of said Bank as stated in said writing, they had severally attested the said writing for said Bank, and signed their names to said attestation.

Given under my hand this 4th day of August A.D. 1888.

Willard J. Penner

Notary Public

In the Clerk's Office of Hammond County Court.
the 10th day of August, 1885.

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

XIII
The Commercial Bank
of Suffolk
To E. City Bank & Trust
Messrs J. Ellis, Trustees for
its Creditors.

Exhibit (C)

2 How Geo. Blow, Judge of the Circuit Court of Nassau and County:

Complain-
ing sheweth unto Your Honor, Your Orator,
Robt. Kiddick, that sometime during the Year
1872 or 1873, a charter of incorporation was
granted to Geo. R. Kilby, Wallace Kilby, A. S.
Darden, R. S. Ely and others, by which they
were created and constituted a body politic and
corporate, under the name and style of the "Com-
mercial Bank of Suffolk Co", (a copy of the said
Charter being herewith filed as Exhibit "A", as part
of this Bill). That the said "Commercial Bank
of Suffolk Co" was then organized and proceed-
ed to do a general Banking business, under
the provisions of the said Charter and so con-
tinued until about the first day of July 1885,
where the said Bank suspended and made
a Deed of Trust to Sydney J. Ellis, Trustee, con-
veying all its assets to said Trustee, for the ben-
efit of the creditors of said Bank, That at the
time of such suspension, Your Orator had
on deposit in the said Bank the sum of
seven thousand two hundred and forty five
dollars (\$7245⁰⁰), and is a creditor of said Bank
by that amount. That soon after the organi-
zation of said Bank, the Directors thereof began
to declare dividends to stockholders upon the

shares of stock held by them, and as Your Orator is advised and believes & therefore alleges, continued to declare such dividends until the original stockholders had received in dividends an amount in the aggregate equal to or greater than the amount of stock paid in by them. And Your Orator believes and therefore alleges that the profits of said Bank, at no time since its organization, were sufficient to justify the payment of any dividends to the stockholders, and the dividends so paid from time to time were paid out of the Capital stock or out of the deposits in said Bank, both of which should have been sacredly held as assets for the benefit of creditors, and the dividends declared from time to time and paid to the stockholders of said Bank were fraudulently appropriated, to the injury of its creditors; and Your Orator is advised and believes that all such dividends so paid should be refunded by the stockholders who have received them, and be made assets in the hands of said Trustee for the benefit of the creditors of said Bank. But Your Orator has no access to the Books of the insolvent Bank aforesaid and no means of ascertaining who were the stockholders receiving such dividends from time to time or the amounts paid to such stockholders as

dividends; neither can Your Orator ascertain who of said Stockholders are now claiming to be creditors of said Bank with a right to share in the distribution of its assets in the hands of said Trustee. But Your Orator is advised and believes & alleges that none of the Stockholders who have received such dividends, so improperly and fraudulently paid out, ought to participate in the distribution of any assets now in the hands of the said Trustee, until such dividends are returned to the said Trustee as assets for distribution among the Creditors of said Bank.

But as Your Orator is without remedy in the premises save in a Court of Equity where such matters are alone and properly cognizable and relievable, to the end &c, Your Orator prays that the said Sydney T. Ellis Trustee, and the Stockholders of the said Bank, whose names are unknown to Your Orator, may be made parties Defendant to this Bill and required to answer the same fully and particularly; that One of the Commissioners of this Court may be required to take state and report to Court the following accounts: 1st. An account showing what amounts have been paid out as dividends on the Capital Stock of said Bank since its organization, and to whom the

same were paid. 2^d An account showing who were the original stockholders of the said Bank and who became stockholders in the said Bank subsequent to its Organization, and who were stockholders at the time of its suspension. 3^d An account showing what amounts were on deposit in the said Bank, at the time of its suspension, to the credit of any persons who were then stockholders, with the names of such stockholders and their respective credits. 4th An account showing the profits of the said Bank, out of which the several dividends declared by the Directors at various times, were paid.

And Your Orator also prays that an Injunction may be granted him, directed to said Sydney J. Ellis Justice, enjoining & restraining him from paying, out of the assets in his hands, any dividends to any person who was, or has been a stockholder in said Bank, on account of any alleged credit to such parties, until the further order of the Court, the said Justice having advertised to pay a dividend of twenty five per cent to all creditors, on and after the 10th of Nov 1885.

And Your Orator will ever pray &c.

Ro. K. Ditch

By Counsel.

Virginia:

Hammond County, to wit:

J. Geo. H. Wright,

a Notary Public for the State and County
aforesaid, do certify that Ro Riddick, whose
Bill of Complaint is above written, personally
appeared before me in my said County and
made oath that the Statements contained in
said Bill are true to the best of his knowl-
edge, information & belief.

Given under my hand this 6th of Nov 1885.

J. Geo. H. Wright, N.P.

The Injunction as prayed for in the Complainant's Bill, is granted him, enjoining and restraining Sydney J. Ellis Trustee, his Agents or Attorneys from paying any portions of the Assets of the Commercial Bank of Suffolk, now in his hands or which may hereafter come into his hands as such Trustee to any person who was, previous to or at the time of the suspension of the said Bank a stockholder therein, until the further order of this Court. But this Order is not to take effect until the Complainant or some one for him shall enter into bond before the Clerk of the Circuit Court of Nausumond County, in a penalty of \$1500 - payable to as required by law and conditioned to pay all such costs and damages as may be assessed against him by reason of granting this Injunction.

To the Clerk of the
Circuit Court of
Nausumond County

D. Richard Brooke
Judge Corp^l Court of the City
of Norfolk

Suffolk Va

Decr 24th 1872

The undersigned, desiring to form a joint-Stock Company for the purpose of conducting the business of Banking in the Town of Suffolk, have associated themselves in an Organization to be known as

The Commercial Bank of Suffolk.

The business of said Bank shall be to carry on the usual operations of a Bank of Discount and Deposit.

The Capital stock of said Bank shall be not less than Twenty thousand nor more than thirty thousand Dollars, divided into shares of One hundred Dollars each; The said Bank desires the right to purchase and hold Real Estate not Exceeding in value the sum of Ten thousand Dollars: The principal Office of said Bank shall be located in the Town of Suffolk: The following named persons, residents of the County of Hanover shall be the officers of the said Bank for the first year: John R. Kilby, President, and John F. Stewart, Wallace Kilby, Richard H. Beauman, Joseph P. Webb, Wilson Norfleet and Algernon S. Darden, Directors and Theodore S. Gamett & Cassius Given under our hands this 24th day of December in the Year One thousand Eight hundred and Seventy two.

John R. Kilby
John F. Stewart.
Wallace Kilby
Richard H. Beamon
Jos. P. Webb.
Wilson Norfleet.
A. S. Darden.

Virginia.

Lawson County, to wit:

I, Wilbur J. Kilby a Notary Public in and for the County aforesaid and State of Virginia do certify that John R. Kilby, John F. Stewart, Wallace Kilby, Richard H. Beamon, Jos. P. Webb, Wilson Norfleet and A. S. Darden, whose names are signed to the foregoing writing dated this day, personally appeared before me in said County and acknowledged the same to be their act and deed.
Given under my hand this 24th day of December 1872.

Wilbur J. Kilby
Notary Public.

1
1
Charter of Incorporation granted by the Circuit Court of Newsum County in vacation, this 28th day of December A.D. 1872, to Joel Kilby, Geo F. Stewart, Wallace Kilby, Richard H. Keenon, Joseph P. Webb, Wilson Moffett & Algernon S. Darden, on the presentation to said Court of their certificate duly read, signed and acknowledged by them and hereto annexed.

1. The said persons and their successors, and such other persons as may be associated with them, according to the provisions of this charter, shall be a body politic and corporate by the name of "The Commercial Bank of Suffolk," for the following purposes, to wit: To receive money on deposit and grant certificates therefor as may be provided in the By-Laws, to draw and accept Bills of Exchange, foreign and domestic, to buy sell and negotiate bullion, ^{coins} bank notes, bonds, promissory notes, stocks of incorporated Companies, and foreign and domestic Bills of Exchange; to lend money upon Real and personal security, and to discount bonds, notes and bills of Exchange and receive the interest in advance.

2. The minimum Capital of the said Company shall be Twenty (\$20,000) thousand dollars and the maximum shall be thirty thousand dollars, and the said Capital shall be divided into shares

of One Hundred Dollars each.

3. The said Company may acquire, ~~hold~~, ^{hold}, sell and convey so much real Estate as shall be ^{requested} ~~required~~ for the convenient transaction of the business, or which shall be mortgaged to it or conveyed in Trust for its security or indemnity, or conveyed to it to satisfy previously contracted debts, or purchased at Sales under decrees in its favor, or made by Trustees under conveyances in Trust for its security or indemnity.

4. The place in which the principal office shall be kept and the chief business of said Company transacted shall be in the Town of Suffolk in the County of Hanseman State of Virginia.

5. The names and residences of the officers, who the first year are to manage the affairs of the said Company are as follows, to wit: Geo R Kilby, Pres^t Theodore S. Garrett, Cashier, Geo F. Stewart, Wallace Kilby, Richard A. Beaman, Joseph P. Webb, Wilson Norfleet and Algernon S. Darden, Directors, all of whom are residents of the County of Hanseman in the State of Virginia.

6. ^{above} Other persons than those named may be associated with them by subscribing for shares or otherwise becoming stockholders of the said Company in such manner as may be prescribed by the By-Laws.

7th. The said Company shall have all the general powers and be subject to all the general restrictions provided by the Code of Virginia, (edition of 1860) or that may have been heretofore or may be hereafter enacted by the General Assembly in regard to such bodies politic and corporate.

The foregoing Charter of incorporation having been presented and duly considered, is accordingly granted and ordered to be admitted to record.

Given under my hand at the City of Norfolk in vacation this 28th day of December A.D. 1872.

Geo. Blow, Judge of Circuit Court for Hanseman County.

Virginia:

In the Clerk's office of the Circuit Court for Hanseman County, on the 28th day of December A.D. 1872. This Charter of the Commercial Bank of Suffolk granted by the said Circuit Court, in vacation, this day granted to the persons therein named on the presentation to the said Court of their certificate, duly made, signed and acknowledged by them before Wilbur J. Kilby, a Notary Public for the said County, was, together with the said certificate, this day received by me and admitted to record.

Teste:

Willis E. Colson - Clerk

Hanseman County Court
Clerk's Office
Nov. 7th. 1885-

A copy: Teste: Peter B. Prentiss. Clerk

10 right p. 2

Ro: Riddick

to { Bill

Sydney J. Ellis, Trustee, &c

Ro. Reddick

to Chy: Notes

Sydney J. Ellis, Master, &c

1885. Nov: 7th: Or. of Japan filed - Japan bond executed here

" " " Sum in Chy. & issued to ~~Master~~ Rules, 1885.

" Dec: 7th: Ball de pris - 10 & 10 cents

1886. Jan: 4th: Deem to be confirmed & set for hearing

Chy: Notes

THE FOLLOWING STATEMENTS WITH reference to the affairs of THE COMMERCIAL BANK OF SUFFOLK are taken from the report of Mr. J. H. TOOMER, accountant, who has just completed his examination of the books.

SYDNEY T. ELLIS, Trustee.

STATEMENT No. 1

Of the Condition of the Commercial Bank of Suffolk, as shown by its books, at the close of business July 31, 1885.

RESOURCES.

Real Estate.....	\$1,716 54
Furniture and Fixtures.....	1,290 65
Bills Receivable.....	102,596 09
Overdrafts (Cotton Mill, &c.).....	5,958 77
Expense Account.....	62 30
Interest and Discount Account.....	243 19
Due from Banks.....	503 87
Cash on hand.....	149 04
Resources short by books.....	21,604 33

Total.....\$134,124 78

LIABILITIES.

Capital Stock.....	\$30,000 00
Profit and Loss.....	3,643 78
Exchange Account.....	54 32
Bills Payable.....	7,551 50
Due to Banks.....	2,930 50
Due to Depositors.....	89,944 68

Total.....\$134,124 78

STATEMENT No. 2.

Nominal Resources and Liabilities of the Commercial Bank, July 31, 1885:

RESOURCES.

Bills Receivable on hand.....	\$66,758 43
Real Estate { Suffolk Cotton Mills 30,610 85	
{ Bank building & lot 1,716 54	
Furniture and Fixtures.....	500 09
Due from Banks.....	503 87
Overdrafts.....	347 92
Cash on hand.....	149 04

Total.....\$100,581 65

LIABILITIES.

Due to Depositors.....	\$89,944 68
Bills Payable.....	7,551 50
Due to Banks.....	2,532 88

Total.....\$100,029 06

NOTE.—The Bank owed the Hanover National Bank of New York \$7,500, which is included in the above item of Bills Payable, and which is secured by some of the best of the Bills Receivable.

REMARKS

Upon the different items composing the Statement of the Condition of the Bank at close of business on July 31, 1885.

REAL ESTATE.

The records of this account go back to July, 1877, when the balance by the books showed \$2,434.32 as the value of real estate held by the bank.

On December 3, 1878, the account was debited with sundries \$2,601.31, and on December 30 and 31 was credited with sundries \$700 and with Bills Receivable \$1,901.31, the last two being an offset against the first.

On July 15, 1885, the account was credited with \$1,937.67, stated to be the amount received from insurance on the Bank building.

The other entries appear to be unimportant.

STOCK ACCOUNT.

This account is opened with a balance of \$30,000, but no date is put in the Ledger. There are no other entries. The Stock Ledger and Certificate Book are alleged to have been destroyed in the fire.

EXPENSE ACCOUNT.

On July 1, 1885, the old balance was transferred to profit and loss. The present amount, \$62.30, has accumulated from July 1, 1885, to August 1, 1885.

DISCOUNT AND INTEREST ACCOUNT.

This account goes back no further than May 1, 1885. The balance July 1, 1885, was transferred to profit and loss. The items are generally small and appear to be unimportant, except as showing certain rediscounts, of which mention is made under the proper heading.

EXCHANGE ACCOUNT.

This account goes back no further than May 1, 1885. The balance July 1, 1885, was transferred to profit and loss. The items are small and unimportant.

PROFIT AND LOSS.

since which time the bank has been steadily losing ground, the apparent increase being swallowed up by interest due and not charged.

FURNITURE AND FIXTURES.

This account goes back to November 17, 1881, and shows at that time \$549.89 as the value of furniture, &c. On November 17, 1881, \$700 was still further charged. The other entries are small and unimportant.

BILLS PAYABLE.

This account consists of balance due Hanover National Bank of New York, \$7,500, and three small items of \$6.50, \$35 and \$10—presumably certified checks.

REDISCOUNTS.

No separate account of rediscounted paper has been kept in the Ledger, such rediscounts having been simply credited back to Bills Receivable.

BILLS RECEIVABLE.

This account goes back no further than the Ledger account date of 1877, and is worthy of special remark. The Bills Receivable are the vitals of a bank, and it is much to be regretted that in the destruction of the books by fire only three months of the records of the most important account should be preserved. The deficiency in the resources, as shown by the books, would very probably be traced to this account of the Bills Receivable if the records of the earlier dates were available; but from the portion of this account preserved, nothing of importance can be learned to reconcile the discrepancy.

On December 31, 1884, I find Suffolk Cotton Mills credited with \$25,000 as an item to debit of Bills Receivable, which shows that the Bills Receivable in hand should contain an item of this amount against Suffolk Cotton Mills.

From information given by Mr. P. nuer, it appears that \$9,000 of the Bank stock was taken in by the Bank and charged to Bills Receivable, and \$1,675 afterwards credited back. These entries must have been made in one of the books destroyed in the fire. They would lessen the deficiency in the amount of bills actually on hand by \$8,225.

RESOURCES SHORT BY BOOKS.

The destruction of a large part of the Bank books by fire makes it practically impossible to determine now what caused this deficiency of \$21,604.43. The account of Bills Receivable in the Ledger begins with May 1, 1885, and from that time to the failure of the Bank there appears to be nothing in the account to throw any light on this deficiency.

May 1 1885 and there appears to be no entry

Riddick

o. c. { in Chancery
Ellis Tinsley, &c.

Exhibit

"J. H. T."

Filed with deposition
of James H. Toomey -

— " —

Ra. Reddick

vs. { in Chancery
Sydney J. Ellis, trustee

The deposition of James H. Doomer, a witness of lawful age, taken before me W. Gilbeaupin, a notary public for the city of Portsmouth at the Merchants and Farmers Bank, in said city on the 18th day of February, 1887, between the hours of sunrise and sunset of that day, notice of the time and place of taking said deposition having been accepted by Counsel for the Plaintiff in the above entitled Cause now pending in C. Ct. of Portsmouth.

Present John Veely, Counsel for Defendant.

James H. Doomer, a witness of lawful age, called and sworn on behalf of the defendant in the above entitled Cause deposes and says as follows:

1. Question: What is your age, residence and occupation?

Ans: My age is fifty two, I reside at Portsmouth N.H.; and I am Cashier of the Merchants and Farmers Bank.

2. Question: Please examine the printed Extract here handed you, marked Exhibit "H. T.", and state whether the same is

correctly taken from a Report made by you of the affairs of the Commercial Bank of Suffolk, after the failure of that institution?

Ans: I have not compared this Extract with the report, but from my recollection of the latter, I believe said Extract gives in substance the facts therein contained.

3. Question: Please explain how you ascertained the item "Resources short by books \$ 21,604.33" entered in Statement No. 1 of said Extract?

Ans: I added up the liabilities of the Bank as shown by the books and the resources of the Bank as shown by the books. The difference between the two sums represents the shortage referred to.

The books being kept by double entry, the two Sums have balanced.

4. Question: If the liabilities of the bank were correctly stated on the books, does it not follow that the Bank was either in possession of, or entitled to, assets of the nominal or face value of \$21,604.33, in excess of those appearing by the books?

Ans. It does so follow.

5. Question - Assuming the liabilities of the Bank to be correctly stated,

please explain in what manner this shortage on the books could possibly have occurred?

Ans. I can imagine but two ways: It might have resulted from a failure to enter upon the Books of the Bank assets to which it was entitled; or it might have resulted from actual abstraction of the assets -

6. Question - If it has resulted from the first cause only, would not the assets so omitted from entry, still have been in existence when the examination was made by you?

Ans. They would, unless destroyed, or lost, purposely or by accident -

7. Question: Is it possible to ascertain, from the books of the Bank now in existence - meaning those which were exhibited to you for the purpose of Examination - to ascertain from which of these causes said shortage resulted?

Ans. It is impossible, now.

8. Question - In making said Examination did you call for all of the books and papers of the Bank?

Ans. I did -

9. Question: Is it possible now to

ascertain when said shortage occurred?
Ans. It is impossible. —

10 Question. In the heading of Statement
no 2 in said Exhibit, I find the words:
"Nominal Resources and Liabilities of the
Commercial Bank, July 31, 1885." —
What do you mean by the word "nominal"?

Ans. I mean to express by it the face
value of all the assets actually shown
to me in the possession of the Bank, except
as to ~~the~~ item "Furniture and Fixture," of
which the estimated value is given.

11 Question. Upon what officer of
a bank is primarily and especially devolved
the duty of seeing that its books are
properly kept, and its assets preserved
from loss by accident or otherwise?

Ans. Upon the Cashier. —

And further this deponent says not.

James H. Toomer

Sworn to and subscribed before me
this 18th day of February, 1887. —

Amos M. Adams

Notary Public

Commissioner's Fee

\$1.50

Robert Riddick

vs: { In Chancery
Sydney J. Ellis Trustee, &c.

Deposition of
Jas. H. Toomer
taken for deft.

Robt. Kiddick

vs.

{ In Chancery

Sydney J. Ellis, Trustee

The depositions of W. J. Darden, Joseph P. West, Robert Prentiss and J. C. Causey, witnesses of lawful age, taken to be read as evidence in the above entitled cause, before John B. Pinner, a notary public for the County of Waukesha, at Suffolk in said County, this 23^d day of February, A.D. 1887, notice of the time and place of taking said depositions having been accepted by Counsel for all the parties to said cause -

Present:

John H. Wright, Counsel for Plaintiff
John Veeley, " " Defendant

A. J. Darden, having been first duly sworn, deposes and says as follows:

1. Question:

What is your age, residence and Occupation?

Ans: 58 years: Suffolk; merchant.

2. Ques:- What was your connection with The Commercial Bank of

Suffolk (and how long did it ^{the same} continue?)

Ans:- I was a Director from its organization until Mr Kelly resigned as President, I think that was in Spring of '78. I think it was after his resignation I was made president, and continued so to the time of its suspension, which I think was the 31st July 1883.

Ques 3. How often were dividends declared upon the stock of said Bank?

Ans:- In January & July of each year.

Ques 4 When was the last dividend declared?

Ans:- I think it was in January 1883.

Ques 5 Out of what ~~were~~ such dividends declared?

Ans:- I was always under the impression out of the profits of the bank.

Ques 6. Was there at any time any such dividend paid out of either the capital stock or of the moneys belonging to depositors in said Bank?
Ans:- I never so considered it.

Ques 7. Was there ever any intention or design on the part of the directors, yourself included, to declare a dividend on said stock and deposits?
Ans:- Never.

Ques 8. In what way did the directors (declaring dividends, inform themselves as to the affairs of the Bank with a view to declaring the same?

Ans:- Always from statements made up by the Cashier and his assistant, he always having ample time to make up the same, we believing said statements to be true.

Ques 9. Did such statements in any single instance fail to disclose a profit to the credit of the Bank?
Ans:- They did not. but on the an

they always showed considerable gain.

Ques 10. Did the Directors absorb the whole of the profits so shown in the declaration of Dividends?

Ans:- They never did but always directed the considerable portion of the said gain to be carried to the reserve fund; as well as my memory serves me they carried this about one-half; about this I am not positive though.

Ques 11. Was it or not the custom of the Directors to require annual examinations of the affairs of said Bank to be made by a Committee appointed for that purpose?

Ans:- It was and never failed in doing so except in ~~one~~ instance in January ~~of~~ July 1884, and that was at the suggestion of the Cashier put off from time to time, until the middle of that year, he asking that it be put off then until the

1
following January as it would en-
tail a great deal of unnecessary
labor upon him at that time to
prepare the books for such exam-
ination at that time

Ques. 12. Of whom were said com-
mittees composed usually?

Ans:- Generally of the business men
of the town with one or more Direc-
tors or stockholders

Ques. 13. Were their reports favorable
to the condition of the bank or the re-
verse?

X Ans:- Always favorable.

Ques. 14. Who composed the com-
mittee making the examination
made in January 1883?

Ans: Messrs J. C. Faneuf, William J. Killey
& Robt. R. French.

Ques 15. Was any money expended
after the first of January 1883 in
on account of the Suffolk Cotton
Mills; if so how much and
state whether the same was so ex

permitted by authority of the Directors at such time or against their express direction?

Ans: There was nothing spent by the direction of the Board of Directors but on the contrary they protested against any more money being put in the Cotton factory by the Cashier in the most emphatic manner; I remember that all of the members were a unit on that question. As to the amount he spent without authority of the Directors I can't say, I think it was about six thousand dollars.

Ques 16. Who was the Cashier of this Bank during the period to which you referred?

Ans: Judge Garnett was elected Cashier at its organization but continued so I think only about two months when Mr John G. Lane succeeded him and continued as such until the suspension of the Bank.

Ques. 17. It has been testified hereto-

fire in this cause that many of the books, records, and papers of said Bank have been destroyed by fire. State such circumstances in connection with the destruction of said books &c as may be within your recollection.

Ans:- The fire occurred on the 7th June 1883, and I saw Mr. Egan on the steps of the Bank soon after the fire broke out and urged him to save the property of the Bank, books &c. I being unable to render him any aid; he assured me that everything should be saved & ~~to~~ gave myself no uneasiness about the matter. The next morning I saw him and he told me that nothing of any value had been lost by the fire and I remained under that impression until after the failure of the Bank ~~that~~ all the books had been saved, ~~when~~ I found upon investigation that many valuable books had been lost; our day-book going back farther than May 1883 remained.

Ques. 18 At what hour of the day or night did the said fire occur?

Ans:- 11 o'clock at night, about that.

Ques 19. Did it involve the destruction of any of your individual property?

Ans:- It destroyed nearly all of our stock of goods (Dorson & Eley's) but we saved all books of any value, bonds or

Ques. 20 Did said fire begin on the same side of the street upon which the bank stood?

Ans:- It did not. It broke out on the opposite side, and almost directly opposite

Ques 21. Was there or not ample time to have saved all the books, papers, and records of said Bank?

Ans:- There was.

Ques 22. Were the contents of the safe of said Bank injured by the

by the said fire?

Ans:- The backs of the books were scorched sufficiently ~~so~~ to require re-binding, but all valuable papers were saved, all the contents of safe.

Ques 23. Do you know anything of the ownership by Mr. Elam of certain shares of stock ^{of the Bank} and if so how many belonged to him?

Ans:- It was understood that Mr. Elam owned forty-five (45) shares of said stock. At the annual meetings for the election of directors I think he always voted ^{for} that amount.

Cross examination

Ques 1. Do you know what was the amount of the several dividends declared on the stock of the said Bank or can you approximate?

Ans:- I do not nor can I remember, I can not.

Ques. 2. Name if you can any of the dividends declared?

Ans:- I can not do so with any accuracy

Ques. 3. You say in answer to Ques 8. That the Directors declared Dividends from statements made up by the Cashier and his assistant, did the Directors simply accept these statements as the basis of the Dividends or did they at any time ^{verifi-} ~~and~~ ^{ably} the same by making an examination of the resources and liabilities?

Ans:- They relied upon the statements prepared by Mr. Elam as being correct, having implicit confidence in his ability and honesty in submitting such statements.

Ques. 4. In answer to Ques 11. you say that the Directors always required an examination of the affairs of the Bank to be made by a committee appointed for that purpose, so I understand you to say that such a committee was appointed every year, as you have named only one. and that for the year 1883?

Ans:- Yes sir that is correct; a committee was appointed every year with exception of 1884.

Ques 5. Who was the committee for 1883?

Ans:- I can't say.

Ques 6. You said the committee was composed of business men of Suffolk with one or more members of the board of directors, but in naming the committee for 1883, you have mentioned only such as were directors of the Bank, what business men of Suffolk were on that committee besides?

Ans:- There were no others, the committee being composed generally of three, and it so happened on this one occasion that the committee was composed of directors of the Bank.

Ques. 7. The board appointed these committees, so you know whether the committee made the examination required by ~~these committees~~ ^{such appointment?}

Ans: I don't think they ever failed to make the examination. The examining committee were generally appointed by the President

Ques 8. Were the committees required to make a report of their examinations and if so, to whom?

Ans:- I think they always submitted their reports to the board of Directors

Ques 9. Were these reports in writing or verbal?

Ans:- I think they were always in writing.

Ques 10. Was the committee required to report upon the character and amount of bills receivable?

Ans:- I think they were.

Ques 11. Do you remember whether they ever reported any amount of bills as insolvent?

Ans:- I think they did (and particularly some as being doubtful).

Ques 12. Can you recall any of the bills so reported?

Ans:- I don't remember any particular instance.

Ques 13. What became of the reports of this committee when presented?

Ans:- They were left with the Cashier to be filed away with other papers.

Ques 14. At what time after the purchase of the Cotton Mills did the Directors order that no money should be spent on that account?

Ans:- I think it was immediately after.

Ques 15. Was it the intention to close up the Cotton Mills?

Ans:- Mr. Cham I think was so directed, if they could not be run without putting more money in them.

Ques 16. Then what was the purpose of the Directors in purchasing the Mills if they were not to be run?

Ans:- They were purchased to secure the claim that was held against them so far as they ~~could~~ ^{would secure that claim} and it was the design in case they could not be run without putting more money in them to put them on

The market and sell to the best advantage

Ques 17. Could not the claim against the Cotton Mills have been as well secured without their purchase?

Ans:- He did not so consider it as there were many outside claims

Ques. 18. Did not the Directors assume the payment of those outside claims in the purchase?

Ans:- They did not

Ques 19. How long after the purchase of the Mills before the Directors of the bank discovered that Mr. Elam was spending more money upon the Cotton Mills property?

Ans:- I can't say with accuracy but I think very soon.

Ques. 20. Did the Directors as soon as they discovered it make an order that no more money should be expended in that direction?

Ans: They did.

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Ques 21. Were the proceedings of the Directors (and all orders made by them in their official meetings recorded and preserved?

Ans:- I can't say positively that all were; it was so expected; Mr Elam would take notes and write them up afterwards

Ques 22. Was there ever any regular book for the record of the proceedings of the directors?

Ans: I think there was.

Ques 23. Did you as President regularly sign these records.

Ans:- I did not, not knowing that it was required or customary to do so.

Ques 24. Then you do not know that any such record was kept?

Ans:- I don't know that a record of all the transactions of the directors was kept, but all that we considered of importance were kept.

Ques 25 Can you say positively

That there was any such record?

Ans:- It was my impression there was.

Ques. 26. Do I understand you in your answer to Ques 17. to mean that Mr Elam was responsible for the loss of any of the books or papers belonging to the Bank?

Ans:- They were in his custody and I thought it was his duty to look after and save them.

Ques 27. Do you know whether he neglected to do anything necessary to save everything?

Ans:- I can't say positively, as I, after seeing him at the time mentioned, immediately went home and remained there through the night.

Ques 28. Is it not a fact that on the night of the fire the Commercial Bank building was destroyed soon after the fire broke out?

Ans:- I suppose it was one hour or more before it took fire and was consumed.

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Ques 29. You say the fire broke out on the opposite side of the street and almost directly opposite. The bank, was not the wind blowing the flames immediately towards the bank?

Ans:- I think not. but am not prepared to say positively; my impression is that the wind was South as the flames spread both East & West and there were quite a number of buildings three or four or more between the building on the side of the street the bank was in which caught fire first, and the bank building itself.

Ques 30. On which side of the street was the bank building and which side ~~where~~ ^{did} the fire commence?

Ans:- The bank building was on the North side, and the fire originated on the South side of Washington Street.

Ques 31. Did not the fire spread with great rapidity?

Ans:- That I could not say but

suppose it - did.

Ques. 32. You have said it was understood that Mr. Elam owned forty-five (45) shares of the stock of the Commercial Bank, so you gain that idea from the fact that he voted that number in the meetings of stock-holders?

Ans. He always told us or claimed to own that number up to the time of the suspension of the bank.

Ques. 33. Had not the Bank by vote of the board of Directors purchased certain shares of its own stock and held them uncanceled upon which the Cashier voted?

Ans. That I am not prepared to say. As well as I recollect I was sick in bed at the last election which was in Jan. 1853.

And further this Depoent with out.

A. S. Darden

Joseph P. Webb being duly sworn
deposeth in answer to questions
as follows.

Ques 1. State your age, residence,
and occupation?

Ans:- 43 years, Suffolk, merchant.

Ques 2. Were you or not a director
of The Commercial Bank and
for how long.

Ans:- I was; during the existence of
the Bank.

Ques 3. Did you participate in the
declaring of dividends from time
to time?

Ans. I did.

Ques 4. Out of what were the div-
idends so declared paid?

Ans. Out of profits.

Ques 5. Was any portion of them
paid out of either capital stock
or deposits?

Ans. Never to my knowledge.

Ques 6. Before declaring such dividends, in what way were the Directors informed, as to the condition of the Bank?

Ans:- The Cashier would make up a statement showing the profits from discounting and collecting, he would deduct from that interest due to depositors and expenses & the balance would be the net profit subject to the disposal of the Directors.

Ques 7. Was it the practice of the Directors to distribute the whole of these profits as dividends?

Ans:- No, it was not, They always carried something to the credit of the contingent fund.

Ques 8. Was it not the practice of the Directors to require an examination of the affairs of the Bank to be made by a committee appointed for that purpose?

Ans:- It was their practice

Ques 9. Of whom were such committees always composed?

Ans:- Of those most interested in the Bank, Directors, Stock-holders and Depositors

Ques 10 How often were said committees appointed?

Ans:- Once a year.

Ques 11 Was there a failure in any one year to appoint such committee; and if so, what year?

Ans:- In 1884 no committee was appointed

Ques 12. What was the character of said reports made by said committees?

Ans:- The reports always agreed with the statements made by Mr. Lam.

Ques 13. Do you know anything of the expenditure of money on the Suffolk Cotton Mills after the 1st Jan 1883, and if so, state the amount thereof, and

whether the same was spent by authority of the Directors or against their direction?

Ans: The Directors positively forbade the Cashier from expending any more money on the Cotton Mills. We were quite surprised to learn afterwards, after it was too late, that he had spent considerable five or six thousand dollars on them.

Ques 14 Do you mean that this was after 1st Jan 1883?

Ans: Yes, sir.

Ques 15 At what time did the bank purchase the Cotton Mills?

Ans: According to the best of my recollection it was Jan. 1885

Ques 16. Was this prohibited expenditure made after the purchase of the Cotton Mills by the Bank?

Ans: Yes it came to our knowledge after the purchase but can't say when it was made. It did not

appear on the Bank's books before that.

Ques 17. State what you know concerning the ownership of the Bank's stock by Thos. G. Elam?

Ans:- The only Bank stock held by Thos. G. Elam as Cashier that I know anything about was that bought from the Estate of John T. Riddick. He held stock in his own right I think about forty (40) shares. My ~~information~~ comes from the voting sheet when voting ~~from~~ directors. The amount of his stock seemed to be increasing from year to year and I naturally supposed he was investing his savings in that way.

Ques. 18 Do you remember the furnishing by Mr. Elam immediately after the suspension of the bank of a list of the stock-holders of the Bank?

Ans:- I do.

Ques 19. Do you remember the amount entered in that list, as belonging to Mr. Elam?

X Ans:- There was some cash belonging to him individually

Ques 20 Try and refresh your recollection, Mr Webb,

Ans:- I may have overlooked but if he had any there it was a very much smaller amount than he had been working.

Ques 21. Do you remember Mr Elam's saying at any time after the failure of the Bank that he owned any stock individually?

Ans:- I feel pretty sure that I did.

Cross-examination.

Ques 1. How do you know that dividends were paid out of profits only?

Ans:- By the statement that there were profits made by the Cashier and the report of the examining committee confirming his statements

Ques 2. Did you personally ever verify the Cashier's statements or make any examination of the books or papers of the Bank to ascertain whether they were correct?

Ans:- I was several times a member of the committee to examine the books and papers and according to the books and papers shown us by the Cashier we found the Bank in healthy condition, to the best of our knowledge and belief.

Ques 3. How many reports of examining committees did you ever inspect?

Ans:- I do not remember

Ques 4. Did you ever inspect any of them?

Ans:- I feel very sure that I did but I can not remember the dates.

Ques 5. Can you approximate the last date at which you inspected such report?

Ans.: I must have seen the report made by Messrs. Faurey, Pombo & Killy.

Ques 6. Do you merely suppose that or are you positive?

Ans.: I am not positive.

Ques 7. When, a member of examining committee yourself how much time did you devote to the inspection of the Bank's affairs and how did you conduct the examination?

Ans.: Not more than the usual working hours of a day; the different ledgers would be looked over, the deposit accounts would be added up and the bills receivable added up and the cash and amounts due by other banks and the liabilities subtracted from the assets.

Ques 8. Do I understand that you took the books, as presented to you by the Cashier and taking the aggregate of his column of ad-

dition of his different accounts that you simply subtracted the one from the other and thus obtained the balance in favor of the Bank?

Ans:- The deposits on the books of a bank and its stock and a few other unimportant items represent the bank's liabilities, its bills receivable, cash on hand and amounts due from other banks and its property represents its assets; we went through the books to ascertain these facts and found them satisfactory.

Ques 9. And that is the only examination your committee ever made?

Ans:- I meant to say we handled every piece of paper belonging to the bank, so far as we knew. Some of the paper given us as assets might have been simply for collection & not discounted paper. We couldn't tell.

Ques. 10 Then I understand you to say now that you actually examined every bill receivable which was handed to you as such and that any reports

made by you covered such minute examinations as the individual inspection of every such paper.
Ans.: Yes.

Ques. 11. And yet you could not in these examinations distinguish a note discounted and owned by the bank from one merely deposited for collection?
Ans.: No I could not.

Ques. 12. As a member of the board of Directors did you have no distinguishing mark or any means by which you could recognize a note discounted by your board?

Ans.: These distinguishing marks are usually private marks of the Cashier ^{in pencil}, which could be easily erased.

Ques 13. Did your board keep no record of bills discounted by them?

Ans.: The Cashier who is ex-officio Secretary of the board is

supposed to do so, it is his duty to do so.

Ques 14. Did you in your examinations ever inspect the record to ascertain which notes were discounted and which were for collection only?

Ans:- No, we did not, when I was present, we had no reason to suspect anything was wrong in that respect.

Ques 15. Did you ever discover any discrepancy between the bills receivable presented to you for inspection and the record of the same or did you ever compare actual bills with the record?

Ans:- I have no recollection in these examinations of comparing serials each note or draft with the entry on the ledger. We never found anything wrong.

Ques 16. Did you ever have reason to suspect anything wrong?

Ans:- Since the failure of the bank

I have had.

Ques 17. State what was the ground of your suspicion?

Ans:- The shortage in the assets, in the bills receivable.

Ques 18 Have you examined the bills receivable since the suspension?

Ans:- I have not examined each paper. After the suspension of the bank with the assistance of other directors we added up the bills receivable.

Ques 19. Did you find any deficiency?

Ans:- We found quite a heavy deficiency.

Ques 20 State the amount as nearly as you can.

Ans. I made no memorandum of it - but I think about thirty thousand dollars

Ques 21. Then you make it more

than Mr. Farmer. The expert summoned specially to report upon the condition of the bank?

Ans:- Of course I speak it entirely from memory of a rough estimate made at the suspension of the bank. Mr. Farmer's report is of course correct.

Ques 22. Can you recall any bills receivable known by you to belong to the Bank which you did not find among them after the suspension?

Ans:- I think Mr. Elam turned over some paper after the suspension of the bank which he had at his house.

Ques 23. Was that before or after the examination made by the directors?

Ans:- I think after. I am not at all certain however.

Ques 24. How long after the suspension was it before you made the examination referred to?

Ans:- It may have been the very night after the suspension or it may have been the week following. The suspension was on Saturday.

Ques 25. Did the Commercial Bank declare a dividend for every year of its existence?

Ans:- I am not positively certain whether it declared a dividend the first year of its existence or not, to the best of my knowledge it did every year after that.

Ques 26. Were any of the dividends less than six per cent?

Ans My impression is some of them were five per cent.

Ques 27. Did they not declare dividends as high as six per cent semi-annually?

Ans:- I do not remember.

Ques 28. What was the last dividend declared?

Ans:- Three per cent for six months.

Ques 29. Have you any paper or book which will show the various dividends from the beginning to the end of its existence.

Ans. No, I have not. My old books were burned in the fire.

Ques 30. What proportion did the amount placed to the credit of the surplus fund bear to the dividends

Ans:- Different proportions in different years. I don't think I can recall a single year how much was put to that fund.

Ques 31. Was it not the custom to place the same amount to the surplus fund as was placed to the dividend

Ans:- We had no rule in that respect.

Ques 32. Can you recall the name of any person not a stock holder in the bank who was ever appointed on the committee of examination?

Ans:- No, I can not. I don't even remember who was associated with me when I was on the committee.

Ques 33. Do you know whether any person not a stock holder ever served on any such committee?

Ans. I do not remember.

Ques 34. Do you know that no dividends were ever paid except out of actual profits?

Ans:- No I don't know it. I thought they were paid out of profits.

Ques 35. Why was no examining committee appointed in 1884?

Ans:- It was overlooked in the winter in January. Later on when the subject was brought up Mr. Elam asked to have the matter postponed until July or when July came and it was again proposed he asked to have it postponed until the following January.

Ques 36 Did not such regret only

present a stronger reason for having such examination made?

Ans. In the light of subsequent events it did. His reasons at the time were considered sufficient.

Ques 37. What were the reasons assigned by him?

Ans:- The additional clerical labor of getting up his interest accounts on his individual deposit accounts.

Ques 38 Did you not declare a dividend in Jan. and July of 1884?

Ans: He did.

Ques 39. Upon what were those dividends based?

Ans:- Upon statements made by the Cashier.

Ques 40. Were those statements made similar to those upon which the dividends were declared?

Ans:- As well as I can remember they were.

Ques 41 Then really there was no

reason why the examining committee should not have been appointed?²

Ans:- Except to gratify Mr. Eam.

Ques 42 When did you first ascertain anything about the expenditure of six thousand dollars on the Cotton Mills contrary to the orders of the directors?

Ans:- I can't recall the date; it was during the summer of 1883.

Ques 43. You were a Director both of the Bank and the Cotton Mills, were you not?

Ans. I was

Ques 44. Why did the Bank purchase the Cotton factory?

Ans:- They thought they could make more out of it than by having it sold besides the expense of a suit, and commission's fees. It was only done to get as much money as possible out of it.

Ques 45. Why was The Cotton Mills kept open after its purchase by the Bank if no money was to be expended there.

Ans:- Some parties were negotiating with The Cashier to lease it - and upon assurance by him that they would lease it - the management was left with Mr. Elam, ^{by the Directors} with the understanding that no more money was to be spent on it.

Ques 46. Did not certain parties agree to lease the Mills and did not the Directors order a lease to be prepared for execution?

Ans:- We were told that these parties would lease the Mills. I don't remember about the papers. It was a natural thing for them to do.

Ques 47. Do you know what were the liabilities of the Commercial Bank at the date of its suspension?

Ans:- I don't know that I can from memory say. Somewhere in the

neighborhood of one hundred thousand dollars. Mr. Tompkins report will show.

Ques 48. Did you ever examine the books to determine whether or not the expenditure referred to an account of the Cotton Mills was made before or after the purchase of the same by the Bank?

Ans:- I never examined them with that view.

Ques 49. But you can not say then whether it was made before or after the purchase?

Ans:- I can say this it was not included in the statement made by Mr. Elam at the time of the transfer of the Mill property to the Bank.

Ques 50. Did not the Bank assume or pay the other indebtedness of the Cotton Mills besides that of the Mill itself?

Ans:- I have no recollection of it.

Ques 57. You have spoken of the share of stock belonging to the Estate of John J. Leitch as standing in the name of Thos Elam Cashier, please state how and why that stock was purchased by the Bank?

Ans.: It was purchased in order to prevent so large a block of stock being thrown upon the market when the Bank was carrying so large a load in the Cotton Mills. The Estate of John J. Leitch owed about ~~one equal~~ ^{fifteen thousand} ~~amount of money~~ ^{dollars} to the Bank equal to the price and the executor of his estate proposed to the Bank ^{for it} to take his stock which was done at \$1.10. Part of this stock was sold to Mr J. F. Causey, a part appeared on the voting list at the next election of directors as belonging to J. H. Mann. Mr Elam assured the board that he could place the rest of it in small lots with a little time.

Ques 52. Was there any special reason for the board's purchasing this stock other than that you have named?

Ans:- I can't recall any other reason

Ques 53. Did the board fear any loss of the salt due by J. Kiddie's stock unless it bought the stock?

Ans:- I do not remember hearing that brought up as a reason

Ques 55. Did not the bank purchase other shares of stock besides that of John Kiddie's?

Ans:- Not to my knowledge.

Ans further this Depoent saith not.

J. P. Webb

(11)

Robert R. Proutis being duly sworn in answer to question Deposeth as follows

Ques 1. State your age residence and occupation.

Ans. 31 years, Suffolk ~~Attorney~~ at-law

Ques 2. State what relation you occupied to the late Commercial Bank

Ans: In the latter part of January 1883 I bought his share of the stock and was elected a Director and served until its suspension the 31st July 1883

Ques 3. Were you at any time during your connection with the bank as Director a member of the committee appointed to examine the affairs of the bank? If so, state whether you acted as such, with whom, and the methods and results of your examination?

Ans: At the first meeting which I attended. Judge Kilby, Mr Jas.

Mr Casey and myself were appointed such committee. Mr Elam asked for time to make up his statement, the custom being to balance individual accounts only on the first of the month and it was frequently late in the month before all the accounts were actually balanced as of the first. The matter was postponed because of the difficulty of getting the committee and Mr Elam together at the same time until, I would say, early in March, when Mr Elam having gotten his statement as of the first of February, announced that he would meet the committee at night, the night of March Court Day. Mr Casey said that being Court Day he could not be present. I do not remember whether Judge Kilby was present or knew of the time selected. I determined to go and went immediately

I found Mr. Elam at the Bank
after supper. The statement
which I was to verify was a
statement of resources and
liabilities as of the 1st Feb 1883.
I proceeded to verify the item
"amounts due depositors" by
calling for the depositors ledger;
he produced I think five large
ledgers from which I was to
get my information. With his
assistance I made a memo-
randum, without the names, of
the amount of this liability;
I did not undertake to add
it up that night. I then
called for the largest (and most
important) item of the resource,
viz, the bills receivable. He pro-
duced them, partly from a punch,
partly from a tin box, partly
from some other source which he
said was overdue paper, and
partly from a memorandum
on a book which he called
"foreign collections" and explained
that they were drafts payable
at other places, discounted by
the Commercial Bank and

sent to other banks for collection. I handled all the paper which he turned me except these "foreign collections", and was impressed with the fact that there seemed to be very little bad paper. I made a memorandum of the amount of each note and the labor which I have described occupied me until about 2 o'clock. I then left, purposing to conclude my investigation at some future time. At my office the next day or shortly afterwards I added up all the figures I had thus gotten and found what appeared to me a shortage of something over eight thousand dollars. I went to see Mr. Egan at the bank and told him the result of my figures; ~~he~~ betrayed no embarrassment that I remember, and after discussing the matter a few moments he gave this explanation; that the accounts

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"Due Deposits" given to me was as of the first of February whereas my examination of the bills receivable was made on the second Monday in March 1883 and that in the mean time there had been heavy withdrawals of what he had considered permanent interest-bearing deposits. We then went together to the ledger one of us with a pencil and turning over the leaves of the book in a very short time between the first of Feb. and the then date we found the amount of the apparent shortage. Our interview then ended. I was not satisfied, more because of the cumbersome way in which the books and papers were kept and by the difficulty I had in getting Mr. Clam to talk on the subject than by anything I had seen. My purpose was to continue the examination and make it accurate, if in my power to do so,

This I felt then that it would possibly require the services of an expert. This purpose was not carried out because very shortly afterwards came the failure of the Exchange National Bank and other Norfolk Banks and after that the Directors of the Commercial were occupied just, as I am told, the Directors of all other banks in this neighborhood, in endeavoring to meet the demands of anxious depositors, and this had hardly subsided when the fire of June 7th caused a general paralysis and confusion of business in Suffolk. I never made any report of what I had done to the Board of Directors. In the board meetings when I was asked on the subject I asked for further time, to private enquirers, members of the board and others, I said if the Cashier has told me the truth

There is no reason to doubt
the solvency of the bank, the
paper is in good condition.

Ques 4. Please state precisely what
you meant by the qualification in
your statement to such enquirers

Ans. Mr Elam's manner, the
difficulty in getting information
from him, was the cause of my
doubt, but as Mr Elam's charac-
ter for integrity was not doubted in
this community my feeling was
to hold my own opinion in
suspense until I could be satisfied
by a thorough examination as
to the actual fact.

Ques 5. As to what particular
statement of the Cashier did you
entertain such doubt?

Ans:- I do not know that I
can give you any particular
statement. My meaning is that
I was there to examine his books
and accounts, and instead of
appearing anxious to make every-
thing plain I had to enquire

and learn upon enquiry what he should have been anxious to give, and my doubt as to the truth of this statement (if it amounted to a doubt) ~~grew out~~ was as to the general fact of the solvency of the bank.

Ques 6. Had you any doubt as to the amount of the liabilities of the bank as shown by that statement?

Ans: I am not a practical book-keeper and I simply felt that I did not have the information necessary to enable me to make up my mind; for instance, as I said I was shown five ledgers containing accounts of individual deposits. I was surprised at their number but had no means of knowing in the time that I was making the examination that there were not other ledgers containing similar credits to deposits.

Ques 7. Have you examined

The report as made by Mr Turner?

Ans:- I have read it more than once.

Ques 8. Do the liabilities as therein stated vary materially from the amount appearing on Elam's statement to you?

Ans:- My impression, tho' it is only an impression, is that the liabilities appear to be reduced from forty to fifty thousand dollars and I suppose this is natural because for the last four months of the bank's existence a large amount of deposits were withdrawn.

Ques 9. Assuming the statement of liabilities as made to you by Mr Elam as correct and that the resources of the bank exhibited by him to you including the amount of foreign drafts referred to, were really the property of the bank, was said bank at the time of your examination in your judgment solvent or not?

Ans: Assuming these facts to be true I am of the opinion that it was. But almost its whole capital stock was represented by the Suffolk Cotton Mills, say twenty-five thousand dollars of its capital stock.

Ques 10 Assuming the total loss of the investment in the Cotton Mills, would there not still have been ample to meet the claims of the creditors of the bank other than its stock holders?

Ans: Yes. with the other facts assumed.

Ques 11 Has or not an account of debts due the creditors of said bank other than stock holders been already taken in the execution of the Trust made by the bank

Ans: The Trustee has taken such an account for his own guidance. It amounts in round

Cross Examination -

- 1 Q. You say that you were appointed together with J. C. Cansey and W. J. Killey in the latter part of Jan'y 1885, a committee to examine the affairs of the Bank: -
Were you the only members of that Committee who discharged the duties required?

Ans. I am not prepared to say that I discharged them, or was capable of doing so. So far as I remember, I have previously stated that the other members of the Committee did not act with me.

- 2 Q. During that investigation was there any apparent effort on the part of Mr. Elam to obstruct inquiry, or to withhold any exhibits necessary to make the investigation thorough?

Ans. I cannot say more upon that subject than that the impression was made upon me that Mr. Elam gave no information voluntarily; and what I learned, I learned from pressing the matter, which made a disagreeable and unfavorable impression upon me. But I did not learn enough to remove the previous confidence which I had in Mr. Elam.

3 Q. Has he prepared and did he present to you, when you went to the Bank on the night of March Court day the Statement for want of which the investigation was delayed.

Ans. He did that night, or had, a few days previously. -

4 Q. Were there any ledgers in the Bank which were not exhibited to you, or any other papers which were necessary to even your investigation complete?

Ans. There were a number of ledgers there which I did not open, as I understood that they were also ledgers, balances and out of use. Whether there were any necessary to the investigation which I did not see, I am unable to state -

5 Q. I understood you to say in your answer to the first question that you handled all the bills receivable except the foreign ^{collections} drafts refers to in the memorandum, and that you deninged those bills. Did you compare them with the bills listed on the Bill-book & verify the same?

Ans. Mr. Elam brought me a book called foreign collections. running his finger down the column, I looking over his shoulder,

he called out such bills as were not
made paid. I took down the amount.

I made no comparison of the bills re-
ceivable handed by me with any book-

6 Q. Then you do not know whether
the bills you examined included all the bills
held by the Bank?

Ans. I do not. I asked Mr. Elam
for them, and he produced those of which
I took a memorandum

7 Q. Do you recall any bill exam-
ined by you which was past due or
in your opinion ~~was~~ worthless?

Ans. I do not at this moment. I
remember that there were some, but they
were small in amount. There were some
more that I considered doubtful.

8 Q. Did the aggregate amount of bills
receivable as added up by you cor-
respond with the amount shown on the books
of the Bank?

Ans. I did not look at the "Bills re-
ceivable Account" on the books of the
Bank. I was at that time comparing
the bills receivable on hand with the
statement furnished by Mr. Elam.

9 Q. And you did not compare his state-

1
went with the books to determine its
correctness?

Ans. Not as to the "bills receivable" item.

I did as to the "amount due depos-
itors" item - as I have above stated. I never
considered the investigation concluded. —

- 10 Q. When you, soon after, discovered
what appears to you a shortage of over
\$8,000.⁰⁰, to what particular account
was the shortage due?

Ans. I am unable to say. I found that
the item "bills receivable" ~~was short~~ in the
statement exceeded by about that amount
the aggregate of the bills receivable
exhibits to me by Mr. Elam.

- 11 Q. When he explained the apparent
shortage by the withdrawal of deposits in
the meantime, were you then satisfied there
was no error in the accounts?

Ans. I cannot say that I was.

- 12 Q. But you disprove that the amount
of the apparent shortage has been withdrawn
from the bank, and were to show such
leaves - Why were you then dissatisfied?

Ans. I do not know that I am able
to add anything to what I have said
on this subject. I was not an expert
book keeper, and I felt that the books &

Papers of the Bank were in such a condition that I was unable to make an intelligent investigation. I do not feel justified in saying that anything was wrong nor do I feel satisfied - entirely satisfied - that everything was right.

13 Q. Is the discrepancy between Mr. Doomer's report of liability to stockholders and that shown by the trustee's account fully accounted for by the addition of interest made by the trustee?

Ans. Not entirely. Partly by interest, & partly by debts due by the Suffolk Cotton Mills, which the trustee placed upon the Bank's liabilities by advice of Counsel.

14 Q. Were these liabilities on account of the Cotton Mills due to other creditors of the Mills than the Commercial Bank?

Ans. Yes. they were bills contracted by Mr. Elam, I think, and the trustee to avoid litigation and question as to his title to the Cotton Mills recognizes the debts. Some of these debts were contracted before the transfer of the Mills to the Bank and some afterwards.

15 Q. Have any liabilities been disclosed

to the ~~master~~ which is not appear in the books of the bank?

Ans. None of any consequence - ^{Except the Cotton Mill debt} There were then ~~Cotton Mill debt~~ and some same drafts collected by the Com. Bank & not remitted for -

16 Q. You have stated that the liabilities to depositors ^{& the creditors not including stock holders} are in round number \$105,000.00. About how much will the available assets amount to?

Ans. I believe, after paying all expenses, it will pay a dividend of fifty per cent. If certain litigation is successful, fifty-five per cent - It has already paid forty-five.

17 Q. Does the litigation referred to include litigation over anything which concerns assets of the bank - or do you refer to the suit on the Cashier's bond?

Ans. I refer to the suit on the bond.

18 Q. Then there will be deficiency of about \$52,500 - apart from the liability on Capital stock?

Ans. About that. The dividend may be a little larger.

19 Q. If then, on the 2nd Monday in March 1885 the bank was solvent as appears by the exhibit made at that time how can you account for so great a deficiency

is that a short time?

Ans. I do not know that the Bank was solvent on the date mentioned. If it was, I am unable to account for the deficiency, except that there was a defalcation between that date and the suspension of the bank.

20 Q. I notice from Mr. Doome's Statement No. 1. He gives "bills receivable" at \$102,596.⁰⁹, and in Statement No. 2 bills receivable \$66,753.⁴³ What makes the difference between these two Statements?

Ans. As I understand it Statement No. 1 gives what the books show. Statement No. 2 gives the bills receivable actually on hand.

21 Q. Previous to the purchase of the Cotton Factory by the bank did not the bank hold the Factory's bills receivable for the \$25,000.⁰⁰?

Ans. I think Mr. Elam carries that as an item in his A/c of Bills Receivable.

The fact is, ^{I think} that the Bank never owned that paper, but Mr. Elam as the Treasurer of the Cotton Mills had the custody of \$25,000 in Cotton Mills' bonds which he demanded of the Cotton Mills for the debt.

The Cotton Mills refused to deliver them and finally the bank took the property for the debt which amounted to in the neighborhood of \$25,000.00 & the bonds were discharged, but the Cotton Mills property seems to have been carried on the books of the bank, not as real estate, but as \$25,000, bill, receivable.

22 Q. What proportion of the bill, receivable which came into the hands of the trustee remain uncollected?

Ans. - In round numbers, \$17,813.00

23 Q. What is the prospect of collecting the residue?

Ans. I think that about \$5,500.00 the balance will be collected. The balance worth of

24 Q. Do you know whether any bill, receivable were destroyed in the fire of June 7, 1885?

Ans. I do not.

And further this deponent says the not.

Rob. W. Preston

James C. Cansey being first duly sworn in answer to questions deposes and says:

1. Q. State your age, residence, occupation and your connections with The Commercial Bank of Suffolk?

Ans. - 45 years old, Suffolk, Merchant. I became a Stockholder in January 1885, was elected Director in the same month. -

2. Q. State what you know, relative to the ownership of stock in said Bank by Thos. S. Elam?

Ans. On the day of the election of Directors in January 1885 Mr. Elam had prepared a list of the stockholders of the Bank. His name appeared twice on the list. Opposite his name in one place were 45 shares and in the other 90 as well as I remember. It being the first election I had attended I looked

Down the list and was surprised to find that he owned so much of the stock, and remarked to him that he owned a big slice of it. Whereupon he - putting his finger upon the first entry of 45 shares said, "That is mine" "That", pointing to the entry below, "belongs to the Bank". -

After the failure of the Bank
 Q I was summoned from Baltimore to attend a meeting of the Directors, and at that meeting I was very much surprised to hear Mr. Elam state that he had never owned any stock of the Bank, and that ~~the~~ stock that he carried in his name he had bought at different times to prevent its being thrown on the market. One block I remember he spoke of was some bought of Levi D. Ames. -

Further this deponent saith not.
 J. Casey

Willard T. Fierres being first duly sworn in answer to questions deposes and says:

1 Q State your age, residence, occupation, and your connection with the Commercial Bank of Suffolk?

Ans. - 36 years old; Suffolk, Merchant; I was clerk in the Commercial Bank for about ten years. -

2 Q State what you know relative to the ownership by Thomas S. Clam, of stock in said Bank?

Ans. All I know is that when the election of officers was had in January 1885, Mr. Clam voted 45 shares of stock in his own name and several shares, I don't remember how many, as Cashier - where he got this stock from, and whether paid for, or how paid for I do not know.

3 Q. Were you present in Suffolk when the fire of June 7, 1855 took place?

Ans. I was. -

4 Q. State whether or not there was ample opportunity to save the contents of the Bank building from destruction by fire?

Ans. I think there was. -

5. How long would it have taken to remove the Books and ~~other~~ papers not in the safe to a place of safety?

Ans. I think he could with a little assistance have gotten everything out of there in less than half an hour. -

6 Q. Did the flames attack the Bank building within half an hour after the fire com-

measured?

Ans. I could not say positively, but I think it was at least three quarters of an hour to an hour before it caught, but cannot speak positively as to the time. - I was busy moving goods from my own house and do not know when the building caught. -

7. Q. Would it have taken half an hour or anything like that time, simply to have removed the books and papers, except those in the safe?

Ans. I hardly think it would have taken ten minutes to have removed those with a little assistance. -

8. Q. Was it or not obvious from the first that the fire would involve the Bank building?

17

Ans. It was. -

9. Q. Was not a great deal of property removed from buildings equally exposed to the flames?

Ans. Yes. there was. ~~There~~ Mr. Cley's store, which was just opposite the Bank building, which took fire before the Bank building; ~~that~~ a large quantity of goods were saved. - And also from other buildings. -

10. Q. Was Mr. Clam present at the scene of the fire on that night?

Ans. He was. - The night the alarm of fire was given I had just gotten up to my room and taken off my coat and vest and heard the alarm, and put on my coat without my vest, and went out on Washington Square where the fire first originated - There

I met Mr. Elam - I remarked to him, I thought the whole of Washington Square was going - He then asked me if I had been in the Bank - I told him, "I had not that I had left my key in my vest at home" - He then told me that he would see to the Bank to go home and help my folks to save what they could, that he would see that everything was gotten out of the Bank - And I know nothing more about it -

11. Q. Where were the Bills Receivable belonging to said Bank kept?

Ans. In a pouch in the safe -

12. Q. Were they ever allowed to stay outside of the safe?

Ans. At one time there was a box that contained some over-due paper, that was kept on the

outside of the safe, but I think that that box was done away with some time before the fire, and all papers were put in the safe. —

#3 Q. Cross: Examined.

1. Q. You say you were at home removing effects from your own house, — and do not know how long it was after the fire originated, before the Bank Building caught, then of course you do not know how much time there was to remove the effects of the Bank? —

Ans. Of course I do not know exactly the time. —

2. Q. Now there was brick building intervening between the Bank Building and the fire, which gave a hope that the Bank building might be ~~safe~~ saved? —

Ans. There were brick buildings on the

opposite side of the street, and
two small brick ~~on the~~ buildings
on the same side of the
street. -

3Q. After the fire had spread to
large extent, was not every indi-
vidual apparently intent upon
saving his own property?

Ans. Of course everyone who had
property on that street was
intent on saving it. - There
were a great many others
living in other parts of
the town standing around
looking on. -

4Q. How many shares of stock as
Cashier did Mr. Elam vote
in January 1885 -?

Ans. I do not remember positively.

5Q. How do you remember the
individual shares so accurately
and not the others?

Ans. Because in the election of Directors I noticed that he voted 45 shares on several occasions.

Q. When did he first vote that number?

Ans. I don't remember.

Q. You say you think the box containing overdue paper, which had been kept outside of the safe was done away with some time before the fire. Are you positive that a box containing such overdue paper was not outside of the safe on the night of the fire?

Ans. I could not say positively, but am ~~pretty~~ pretty sure that there was not.

Further this deponent saith not.
M. J. Primer

Virginia } To-wit:
County of Nansemond

I, John B. Pinner, a Notary Public for the County of Nansemond in the said State do hereby certify that the foregoing depositions of A. S. Darden Jos. Webb, and Robert R. Prentiss to "Cross-examination," were duly taken, sworn to, and subscribed before me and the depositions of all other witnesses above by consent of counsel for Plaintiff and Defendant, duly taken, sworn to and subscribed as before me at the time and place and for the purpose therein named.

Given under my hand this 11 day of March. 1887

John B. Pinner
Notary Public

Notary's Fee \$10⁰⁰

111

1. *Tarantula*
2. *Scorpion*

111

Wallace Kilby borrowed of
the Coml. Bank as follows:

1873 Jan. 20	Note endorsed by Jno. R. Kilby	\$ 3000 00
1874 Jan. 8	" " "	1000 00
" May 7	" " "	1000 00
1876 Jan. 14	" secured by mill property J. R. Kilby	5000 00
1883 Sept 1	" " "	1000 00
		<u>\$11,000 00</u>

Add interest as follows:

10 per cent to 23 July 1879 on part	1537 62	
10 " " to 22 Aug. " "	2088 00	
7 " " to 1 Nov. 1883 "	2355 00	
9 " " to 13 Aug. 1884 "	793 73	6,774 35
		<u>17,774 35</u>

Paid out of pocket on int. \$3,625.62

" " of \$9000. for which

Mill sold, on int. 3,148.73 = 6,774 35

Paid out of pocket on principal 2,100.00

" " of \$9000 " " 5,851 27 = 7,951 27 = 14,725 62

Balance due on principal 13 Aug. 1884 = \$ 3,048 73

1879 Sept. 22 Note secured by Ouray Mining Stock

Add int at 10 per cent to 13 Mar. 1884

\$ 438 50

180 44

618 94

Paid on principal

38 50

" on Int.

180 44

218 94

Bal. due on principal 13 Mar. 1884

400.00

Exhibit 111
Filed with
W. J. Kelly's deposition.

The depositions of W. J. Kilby, taken before me, E. E. Holland, Special Commissioner of the Circuit Court of Hanseman County, by consent, on the 27th day of August, 1886, between the hours of 6 A.M. and 6 P.M., to be read as evidence in behalf of the defendants, in a certain suit in equity, depending in the Circuit Court of Hanseman County, wherein Ro. Rickick & als are plaintiffs and Sydney J. Ellis Trustee of the Commercial Bank of Suffolk and Stock holders of the Commercial Bank of Suffolk, are defendants.

Present. A. A. Prentiss, Attorney for Trustee
Geo. Neely, Attorney for Defendants,
Geo. H. Knight, Attorney for Plaintiffs.

W. J. Kilby, being duly sworn, deposes and says as follows:

Q What is your age, name, residence and occupation?

William J. Kilby; age 36 years; residence, Suffolk, Virginia; and am an Attorney at Law and Judge of the County Court of Hanseman County

2 Q

What positions did you occupy with reference to the Commercial Bank of Suffolk prior to its suspension?

Ans.

I was a stockholder and from 1879 to time of failure, a Director, and also Bank's Attorney. The Bank had no regular attorney, but I acted for them for the purpose of collecting claims, renting deeds &c.

3rd Q

Please state who were the Stock holders of said Bank at time of its dissolution, with amounts of their respective holdings at the time of its suspension?

Ans.

Darius Eley,	25 Shares,
Jos. P. Webb -	10 Shares,
R. H. Beaman	10 "
J. H. Lasater	10 "
H. Mann	5 "
Mary A. Moore	5
William J. Kelly	15 "
Robt. Murray	5 "
E. J. Murray	5 "
H. A. Morgan	5 "
L. D. Holt	10 "
H. J. Artman & Son	10 "
R. R. Prentiss	2
W. R. Smith	15 ..

Jas. R. Baker	5 shares
W. L. Daughtry	5 "
J. C. Causey	5 "
M. J. Pinner	10 "
Thos. J. Elam	45 "
Daird Shiver	15 "
Jas. Murray	5 "
The Commercial Bank	73 "
Unknown	5 " , but I think

these ~~5~~ 5 shares were owned by Robt. D. Allen. Mr. Elam omits in his list, the name of Daird Shiver's shares, and I think he omits Jas. Murray, 5 shares. He gives H. J. Artman 5 and it ought to be 10 shares to H. J. Artman & Co. He omits to mention 25 shares to himself.

4th Q

Please state how the Bank became the owner of the stock credited to it in the above list?

Ans.

It was purchased by the Bank of Jno. J. Riddick's, Executor. Mr. Riddick died in July 1884, I think, owing 90 shares of stock, which were held by the Bank as collateral for his indebtedness to the Bank of over fourteen thousand dollars. His executor proposed to put the stock in the market, and the matter was brought to the atten-

tion of the Directors by the Coshier.
While the Directors had no opinion as
to whether the Stock could be sold or
not, they did discuss the question as
to the effect it might have if it were
not sold upon the interests of depositors
and stockholders. The Coshier thought it
decidedly best, for the Bank to buy in
the Stock, as he was certain that he
could replace it, in small amounts,
at perhaps a profit, and certainly at its
cost, among the business men of Lex-
ford, who held no stock, by private
sale, and thus bring into the Bank a
larger number of persons from whom
Directors might be chosen, and to inter-
est the Community in the Bank. The pro-
ceeds of the sale were to go as a credit
on the Kiddie's indebtedness, so that
we would have no money to pay out,
and the difference between amount
to be paid for stock and Kiddie's indebt-
edness or as to be paid to the Bank in
cash by his Executor. We acceded to
the Coshier's view deeming it to the inter-
est of stockholders and depositors to
do so, and the transaction was carried

out between July & October of that year. The Bank thus realized considerable amount of money, which otherwise the Executor might not have had for twelve or eighteen months. The Cashier afterwards sold 10 shares of this stock to H. J. Artman & Son, 5 shares to Jas. N. Baker or J. C. Carney I think, and 2 shares to R. R. Prentiss, leaving the 73 shares belonging to Bank at time of its failure. This transaction was not done for the purpose of getting the difference in cash between the purchase price of stock and the dividends and stock price, because Mr. Riddick's estate was perfectly solvent and whose debts would have eventually been paid.

5th Q

In enumerating certain debts due to the Bank as "Bill's Receivable" carried as solvent, which doubtless eventually proved to be a "prove to be insolvent" (see answer to 28th Q on direct examination of H. J. Elam), the witness Elam enumerates two debts, one due from Wallace Kelly, and the other from the late Jas. N. Kelly; please state what you know in reference to these debts?

Ans

Answer as to Wallace Kelly's debt. Wish to

file as part of my answer, Statement,
Marked No. 1. The indebtedness of Wallace
Killy he saw on the 20th Jan'y 1873, when
he borrowed \$3000⁰⁰ on his note, with Jas
R. Killy as Endorser. On 5th Jan'y 1874, he
borrowed \$1000 in same manner. On
7th May 1874, one thousand more in the
same manner. On 14th Jan'y 1876, he pur-
chased Killy's wife's property of my father
for \$9500⁰⁰, and gave his note to him for
\$5000⁰⁰ part of the purchase money, and
secured the note by a lien on the property
retained in the deed, which note was dis-
counted at the Bank for my father's bene-
fit. On Sept 1st 1883, Wallace Killy borrow-
ed \$1000⁰⁰ more, and secured same by lien
on said wife's property, making the total
\$11000⁰⁰, which, with the security, and the
solvency of Wallace Killy himself, at the
time the money was borrowed, was a
safe and good investment. Before he
borrowed the 2nd \$1000⁰⁰ above mentioned,
he had reduced the \$3000⁰⁰ previously
borrowed, to ~~\$2000⁰⁰~~ \$1400⁰⁰. Thus making
his indebtedness stand at \$2400⁰⁰ on the
8th Jan'y 1874. On account of this indet-
edness, he paid up to 22nd Aug 1879,

10 per cent interest, amounting to \$3625.62, and to the 1st Nov 1883, 7¹/₂ per cent interest, amounting to \$2355. and 9¹/₂ per cent to the 13th of Aug. 1884, amounting to \$793.73. making the total, \$6774.35. During the same period he paid \$2100⁰⁰ on the principal. The interest was paid as follows: \$3625.62 out of his pocket or current funds, and \$3148.73 out of proceeds of sale of his mill property. On the principal, \$2100 was paid out of his pocket or current funds, and \$857.27 out of the proceeds of sale of the mill property, making \$79.57.27, paid on the principal, leaving balance of principal still due \$3048.73 on 13th Aug. 1884. At no time prior to 13th Aug 1884 could the Director have possibly charged any part of this indebtedness to Profit & Loss Account, for down to that day it was in process of collection, and on that day \$9000 was collected on account of it. On 22nd Sept. 1879, Wallace & Co. borrowed of the Bank \$438.50, and secured the same by 10 Shares of Murray Mining Stock, then selling for enough to pay that amount. On this indebtedness he paid 10 per cent interest to 13th March 1884, amounting to \$180.44, and a cut off of

\$38.50 on the principal, being prin-
cipal of \$400 due on 13th March 1884.
He perhaps owes more than \$100 addi-
tional about which I know nothing.
At no time prior to 27th March 1884,
was Wallace Kilby insolvent. He con-
tinued in the Mercantile business,
^{own stock} ~~unimpaired~~ down to April 1st 1885,
and met his bills regularly to that
time, except what he owed Bank.
As to Geo. R. Kilby's indebtedness.
It amounted on the 27th Dec. 1877 to
\$10970. Secured by Wallace Kilby's endowa-
tion, and ^{and a real estate} collateral, to the amount of
\$11000, as follows: 15 Shares of the Bank
Stock: 2 bonds of L. J. Livermore, amounting
to \$509.06, secured by deed of trust on real
estate; 4 bonds of Geo H. Livermore, a-
mounting to \$600⁰⁰, likewise secured;
30 Shares Albemarle Branch Stock, ap-
propriated and sold for \$1200⁰⁰; Mary A. Rad-
dick's bond for \$1288.44; Claim against
Samuel Vaughan's estate for \$400⁰⁰; farm
on Housman river \$6000⁰⁰, (in cash \$8000⁰⁰);
Rich^d. D. Payell's bond for \$200⁰⁰; R. E. Mayell's
bond for \$200; A. B. Hargrave's bond for \$22.50;
and Henry Butts bond for \$180⁰⁰. The four
last bonds secured by deed of trust on real estate.

Jos. R. Kelly's entire liabilities at that
 time did not exceed \$40000.00, while
 his assets amounted to, at least,
 \$75000.00. His indebtedness above to
 the Bank and Collections were in pro-
 cess of collection down to the 10th July
 1885 & on that day \$121.63 was collec-
 ted on the debt. Prior to that the Direc-
 tors could not have determined, it seems
 to me, what part of this debt, if any,
 should be charged to "Profits & Loss".

6th Q

State what you know in regard to the
 Saml J. Wright debt.

Ans.

Mr. Wright applied to the Bank for a
 loan of the money he got, and offered
 sundry gentlemen living in Northampton
 Co. N.C. as endorers. Along with his ap-
 plication he presented the Certificate
 of Jas D. Boone, Clerk of the Court, under
 the Seal of the Court, as to the sufficiency
 of the endorers, but the endorers being
 out of the State, and the Directors know-
 ing nothing about them, we declined to
 discount the paper, until we could
 make further inquiry about them.
 Our Cashier, by our direction, wrote to
 J. W. Mason, a prominent lawyer

of that County to learn the financial standing of the proposed endorser. Mr. Mason, replied, saying, that they were all first class men and amply sufficient for all Mr. Wright wanted to borrow. We then discussed the matter. The matter ran on, not a great while, when it was reported that Mr. Wright had failed and gone to a unknown. We then sent claims to Mr. Mason to collect of endorser, and to our astonishment, after he had seen the parties, he informed us that the endorser were all forgeries. We then set about to find out where Wright was today and effect some settlement with him, but failed to accomplish anything, and directed the whole amount to be charged to Prof. L., which was done.

7th Q

State what you know about the Harmonick debt.

Ans.

C. F. Harmon for several years, down to Feb 1881. was engaged largely in the Wood business here. His shipments were made to Shafford & Wells, of New York.

Dealers in wood. Whilst the wood
was in transit or remaining un-
sold Hornum would need money
in advance, for 60 or 90 days, to pay
for cutting it. So he would draw drafts,
running for 60 or 90 days, on Shafford
Millins, which our Bank would dis-
count on the endorsement of Shafford
Millins. Matters ran on thus for
several years and the drafts were
regularly paid until about the latter
part of Jan'y 1884 when Shafford
Millins failed, with our Bank held.
my drafts drawn as above to the amount
of \$2525⁰⁰. Mr. Hornum, at once there-
upon, made a Bill of Sale to the
Bank for 2500 cords of wood, lying
near Penn's Station in this County.
and a deed of trust on 1800 cords
in Norfolk County. From the sale
of this wood the Bank realized
\$1718.87, on the 15th April 1884, and
\$703.61, on the 27th April 1885. Before
discounting these drafts we took the
precaution to ascertain the fi-
nancial standing of Shafford Millins,
and found it excellent, so good that
the People's Bank of New York did not

hesitate to let them have in any
to a large amount when Normant's
acceptance. That Bank held the
drafts of Shafford Millins accepted by
Normant, at the time of Normant's
failure to the number of 19, amount-
ing to \$17630. —

At no time prior to the 27
April 1885 could the indebtedness
of Normant have been charged
to Profit & Loss, because down
to that time the claim was
in process of collection and
on that day \$703.⁶¹ was
collected on it. —

8. Q.

Was or was not any dividend
declared ^{out of} ~~by~~ the capital
stock or the deposits of
said Bank?

Ans. None whatever.

9. Q.

Was or was not Thos. C. Elam
one of the directors and
managers of the Cotton Factory?

Ans. He was a stockholder, a director

and Treasurer. -

Cross. Examined:

1. Q. From what time were you a stockholder of the Bank?

A. I cannot state positively, but think from 1874 or 1875 - as to ten shares and from 1880 as to five more. -

2. Q. Do you know who were the original stockholders of the Bank? -

A. I cannot state positively except as to those persons whose names are signed to the application for the charter. The list given by Mr. Elam, I suppose, includes the most of them. - To that list I will add the names of John D. Stewart, Nathl. Fiddick, E. C. Wilcox, Wilson Tappet, Peter B. Prentiss, D. S. Shinn and J. K. P. Daugherty. -

3. Q.

Who of the original stockholders disposed of their stock and to whom?

A.

John R. Kilby, Wallace Kilby, W. R. Berkeley, L. Hurdock, S. Garnett, Thos. J. Kilby, Parker & Dink, James H. Clarke, Mrs. R. R. Smith, L. R. Kilby, C. H. Causey, Charles W. Riddick, George H. Crump, A. H. Ashburn, John F. Stewart, A. Riddick, A. C. Withers, Wilson Torfleet, Peter B. Dyer, and J. R. P. Daugherty. ^{John F. Riddick} cannot say when nor to whom. - Only know that they sold because they were not stockholders at the time of the failure.

4. Q.

Do you know of any other parties who at any time after the organization of said Bank, became stockholders therein who were not such at the date of its suspension?

A.

George A. Murray, C. H. Norment, Robt. Allen, Martha J. L. Kilby, -

5. Q.

In giving the list of stockholders and

1
1
then respective shares held at the suspension, how did you arrive at the amounts and number of shares respectively?

A. From my own knowledge supported by ~~the~~ a list made out by the Cashier of those holding stock and entitled to vote in January 1885 for Directors. -

Q. Have you that list made out by the Cashier?

A. I have not - It was kept by the Cashier for the information of stockholders voting for Directors and left in his possession. - I would state that the voting for Directors generally continued for three or four days to suit of the convenience of stockholders until all had voted, and during that time the list was kept on the counter or desk of the Bank, and in that way I saw it more than once as I was in the Bank every day. -

7. Q. Were any transfers of stock made between that time and the date of suspension?

A. None that I can recall -

8. Q. Do you know that none were made?

A. Not to my knowledge -

9. Q. Mr. Claw charges himself with 20 shares of stock at the date of suspension, and in your statement you charge him with 45 shares - Why do you say 45 when he says 20?

A. Because at several meetings for the election of Directors he voted 45 shares and he drew the dividend on 45 shares including the last, and at one time on as much as 50 shares, and for that reason I am disposed ~~to~~ to think that the 5 shares put down by me as unknown also belonged to him, and

and because he claimed 40-
and I have accounted for all
the other shares -

10. Q. You say you were a Director
from 1849 to the date of
suspension. Please state who
were the Directors for the several
years during the same period?

A. In 1849 - Mr. A. S. Darden, Jos. P. Hobbins,
George A. Murray, R. Seth Eley,
L. D. Scott, Thos. G. Elam and
myself -

After ~~that~~ L. D. Scott's removal Mr.
R. Smith was put in his
place, and John T. Riddick was
was put in Murray's place,
and after John T. Riddick's
death Rob. P. Prentiss was elected,
and J. C. Causey was elected
in place of Frank Smith -

11. Q. When did the terms of the Directors
begin

A. At the beginning of each year -

12. Q.

In speaking of the purchase of Jno. T. Riddick's stock, you say, the Directors discussed the question of the effect it might have, if put upon the market by his Executor as proposed by him, and not sold. What effect would it have had?

A.

My opinion then was, and is now, that it would not have affected the Bank one particle, and I for one thought it best to let the Executor sell it because I thought he could sell it. But I yielded to the course pursued because I did not think it to the Bank's disadvantage. -

13. Q.

Did the Directors purchase that stock to prevent a public sale at less than par value?

A.

By no means. We estimated the stock as worth at least 115 - because we had a surplus or contingent fund of \$4000 to \$5000. - And the Cashier assured us that he could place it privately.

at a profit - we did see 17 shares of it.

14 Q Did not the Directors at that time apprehend, that if put upon the market, this stock would see below its par value?

A. Not by any means, for the stockholders hesitated to buy it in for some time.

15 Q If it was a good investment at the price paid for it, why did the Bank fail to dispose of the whole of it?

A. It was not purchased until late in 1884, and the Bank failed the 1st Aug 1885 and we did not have time to sell it, but in that short time we did see 17 shares, notwithstanding the distrust of our Bank created by failure of Exchange Bank and other Banks in Norfolk on April 1st 1885. As it was well known that we did our business with the Exchange National Bank principally. The purpose of our Cashier was to take time to sell it and pick his purchasers, and hence we were in no hurry to sell.

16th Q Then I understand that your Board purposed to purchase this stock as a speculation, buying it below its real value, and did not purchase it to save a debt not otherwise good?

A. We had no such motive in view nor have I stated anything of the kind.

17th Q If then you did not expect to make a profit on it, or by its purchase to secure a bad debt, what was the real motive for its purchase?

A. The only motive we had in view is fully covered by answers heretofore given. I know of no other. We bought the stock with no idea of selling it for more than we gave for it, while, if as assured by the Cashier, we could sell it for a profit we saw no reason why we should not do so as it would be to the advantage of the Bank.

18th Q How do you know that at the time of this purchase the Commercial Bank had a surplus fund of \$4000 or \$5000?

21st

A Because the ~~Books~~ of the Bank showed
it, and the annual statements which
the Cashier regularly drew off every year,
for the information of the Directors ~~show-~~
ed it.

16th Q Did you verify that statement of Cashier
and ascertain that it was correct?

A. It was not necessary to verify ^{it} by going
over the books, then by item, because the
fund had ^{been} accumulated by the Directors
who had annually for a number of
years passed a surplus of profits to
that account, which surplus amounted
annually to \$500 or \$600. After paying
expenses, dividend and interest. Besides
we had no reason to doubt the statement
of the Cashier that the funds were there.

17th Q Can I too understand that year after
year, while you were a member of this
Board, your Board of Directors accepted
the statements so made by the Cashier,
without having any Committee from the
Board, or the Board itself, to inspect the
"Bills, papers and books of the Bank
and so verify the statements made, and

be able to certify them as correct?

A. Our Cashier was a bonded officer
in whom not only the Directors but
also the entire Community, with a
few individual exceptions had unbounded
confidence, and his statements about
anything would have been received
as absolutely true. On that account
we acted on his statements frequently
about the condition of the Bank, having
no reason to suspect him at all.
But we do occasionally look into
the books and assets of the Bank
far enough to satisfy us that
the statements recorded by him were
true, and that the Bank's affairs
were in such condition as the books
and assets of the Bank showed them
to be. We have made the inspection
to which you refer at all times, would
have required the presence of the Direc-
tors, or a Committee of them, at the Bank
about two thirds of the time, and
none of them could afford to leave
their business to be there that
long. Besides it was the check

1
Duty of the Cashier to do the very
most which you seem to think the
Directors ought to have done. He
received a large salary for that
purpose and the Directors got no
pay.

18th Q

Where is the book which shows the
surplus to which you have alluded?

A

The last time I saw it, it was in the
hands of the Cashier, its proper custo-
dian, and he was under bond to forth-
fully preserve and keep the books of
the Bank. It may have been turned
over by him, with the assets of the
Bank to the present trustee. I don't
know. I can add that it has never
been ^{legitimately} in any one else's hands & I ^{I think} should
have known it if it had been.

19th Q

Do you know what was the amount
of the surplus found in Jan'y 1885?

A

~~I cannot say exactly, but it may~~
~~considerable reduced by the dividend~~
~~declared for the last half of 1884~~
I do not know, but the books will show, if

they are in the hands of the Trustee, to which the Commissioner is referred.

But I suppose it had been reduced some by charging up the loss by L. J. Wright And perhaps the Normal loss

20th Q Do you know what were the liabilities of the Commercial Bank in Jan'y 1885, or at date of suspension, in Aug 1885?

A I could not give the exact figures, but suppose the liabilities, including Capital stock in Jan'y 1885 to have been about \$150000. The resources at the same time were about \$175000 or \$180000⁰⁰. In Aug 1885, I can't say because Bank failed in Aug 1st, before the Directors had made any Examination.

21st Q What were the items of resources in Jan'y 1885?

A Real estate, furniture, fixtures, or counted notes and drafts, Cotton Mills ~~properties or claims against it~~ and small sums due the Bank by Banks and Bankers, and Cash on hand.

were generally carried from \$5000 to \$10000⁰⁰.

22nd Q

Did you ever examine the bills receivable of said Bank so that you could make any estimate of what proportion of the same, were solvent or otherwise?

A

I do not recall ever having sit down and actually assorted the good from the bad, and figured up each pile, but the Directors hardly ever failed to either call upon the Cashier to turn up there was over due or bad paper that needed attention; and sometimes ran over the bills receivable to satisfy themselves of their condition. Individually I have frequently looked over them and outside of what doubtful paper any Bank might have on hand at any time, my opinion was that the assets, especially bills receivable were generally of a pretty good class, and certainly sufficient to meet the liabilities of the Bank. When called upon the Cashier would either

say, there are no bills needing at-
tention or would simply send over
the paper which he had no doubt
the parties would arrange and there-
fore there was no need to press them,
and occasionally he would hand out
some paper which he thought
ought to be placed in the hands of
an Attorney for collection & they
were accordingly placed in my
hands for collection. The Cohen
was at all times positive in his
assurance as to the solvency
of the Bank down to 1885 and
was until the failure of the Exchange
Bank did he seem to have any
misgivings at all.

23rd Q If the resources of the Bank, at
the time named, were of such
character as you have specified,
and were from \$25000 to \$30000 in
excess of its liabilities, what could
have forced the suspension of the
Bank so soon thereafter?

A The withdrawal of money by de-

position, which deprived the Bank of money to work on, caused by distrust of the Bank, created by Cotton factories investment and failure of Exchange Bank chiefly, failure to realize on Cotton Mills property, and shortage in bills receivable discovered after the failure of the Bank of over \$21000, which bills receivable were ^{at the time} among these resources of the Bank, and in the custody of the Cashier, who alone can account for them. We had no knowledge of loss of these assets until after Bank failed, nor can we account for them because we ^{were} had them in actual custody. With these assets in hand, and with those turned over to the Trustee, the Bank would now in my opinion pay 75 per cent of its indebtedness, for out of the assets turned over, I understand, that the Trustee has collected over \$50000, with prospect of collecting considerable more, with liabilities of the Bank at about \$100,000.

24th Q

I noticed that in making up your an-

over to the last and several preceding questions, you have been consulting a printed slip as if making your answer therefrom, what is the paper from which you have thus drawn your answers?

A. I will file it as my answer to the question. The paper herewith filed is the report of J. H. Turner, who was employed after the failure of the Bank, as an expert, to examine its affairs, whose examinations gave the Directors the first intimation or information they had of the shortage of the Bank's assets. I would add that in giving my answers referred to, I did not give them from that paper, but from information derived from Mr. Turner, Mr. Prentiss the Trustee's Attorney, and the Trustee himself.

25th Q Then of your own knowledge you are not prepared to say that there was any shortage in the actual resources of the Bank?

A I am not, because along with the

other Directors, I had no knowledge of the loss of these assets, but I suppose the books of the Bank will show what the report shows.

~~28th~~ Exception was here made by Counsel for Plaintiff to all that portion of above answers made upon hearsay and not of his own knowledge.

26th You have said in one of your answers above given that the bills receivable of the said Bank were short over \$21000; can you name any such bill which was returned over to the Trustee, or been previously accounted for?

A I saw Mary A. Riddell's bond, value \$1088.68, pledged as collateral for Geo R. Hill's indebtedness; also Geo H. Luemman's bond \$150, also one for \$136 - Fannie Pitman's bond for \$400 or \$500, secured by deed of trust in a farm; ~~the~~ ^{and} ~~dividend~~ C. F. Hermentole's draft on Shaffer & Millin for \$957.73 Mary A. Riddell's bond is insolvent. Geo H. Luemman's I think could be collected.

Norment's indebtedness I think
might be collected. The Notes of
Jno. R. and Wallace Kilby were not
among the assets when the Bank
failed on Aug 1st. On the 10th of Aug.
I went to Mr Elam's house, and he
gave them to me, and I gave them
to the Trustee. When he opened the
drawer in which they were, the
Jannie Pittman bond was there,
Mr. Elam handed it to me, and I carried
it to the Trustee.

27th Q Do you suppose or mean to say
that Thos J. Elam took any of the
Bills belonging to said Bank and
collected the same without account-
ing therefor?

A I don't know.

28th Q How many of the notes or bills
specified in your answer above
have never been burned?

A Many. A Riddick's bond, L. Reman's bond,
and the Norment Draft, so far as I
know.

29th Q Did you ever call on Mr Egan for these, and if so, what was his explanation, if any?

A. I never called on him for them or any others.

30th Q How did you happen to get those which were found at his house?

A. Because a day or two after the Bank's failure, he spoke to the Directors about his ^{papers} ~~assets~~ ^{equities} ~~assets~~ ^{as assets} ~~the~~ ^{and} ~~Wallace Kilby~~ ^{and} ~~in~~ ^{charge}, and I insisted that they ought to be among the assets, and he invited me to come to his house, and get them, and went on the night of the 10th August. Said nothing to him about any other assets, because at that time I had no knowledge that any were missing.

31st Q You do know, did you not, that the Bank held these notes against Jno. R. and Wallace Kilby?

A. Yes, supposed they were among the assets.

32 Q How long had you known of their possession by the Bank?

Ans. From the time that I became a Director, the notes had been discontinued ~~two years prior~~ in Oct. 1877.

33 Q. These notes were then, at the time you discovered ^{them} in Elam's possession, after the suspension of the Bank, unsalvageable?

A. Yes.

34th Q And you had known of their possession by the Bank ever since 1879?

A I had and I also knew that the claim vs Geo. R. Kilby did not become insolvent until July 10 1885, and that of Wallace Kilby not until 13th August 1884. for down to those periods collections were being made on account of them.

35th Q Did you not know or have every reason to believe that these notes

were for the most part insolvent?

A. I foresaw that the Bank would lose something on account of them, but what amount it was impossible to tell until after the collateral pledged for their payment had been exhausted, and the Lumberman notes above mentioned might even now be collected and paid on account of them. The collection of the collateral continued down to the period named above.

36th Q What was the amount actually lost by the Bank on those two accounts?

A. The balance due on J. N. Kelly's debt on Feb 10th 1885 is \$5398.98. which includes \$587.99 of interest. Balance due on Wallace Kelly's debt as of 13th Aug. 1884, is about \$3500.

37th Q The Fannie Pittman note, to which you have alluded has been paid; to whom was that payment made?

Ans To Sydney D. Ellis, Trustee.

38th Q

Then, in reality, nothing has been lost to the Bank on account of any of the notes or bills, which you have named, as not among the assets at the date of suspension?

A.

Nothing except what might be collected on claims against Herment and Liemann, which amount to about \$1200.

39th Q

Could not judgments be obtained on these notwithstanding their loss?

A.

Suppose so, but proof of the debts would be more difficult, and that might result in a failure to obtain judgments.

40th Q

In your answer to question on Examination in chief, relative to Wallace Kilby's indebtedness, you find a paper, marked No "1" which seemed to furnish the data for your answer, from what source did you derive the figures or amounts

contained in said paper?

A. Chiefly from my own management of his matters as his brother and Attorney touching the statements referred to.

41st Q Does this statement correspond with the books of the Bank touching the same matters?

A I can't say. Mr Elam kept the books of the Bank and but I suppose they do.

42 Q Did you take any of the items upon this paper representing the interest paid by Wallace Kelly from the books of the Bank or from the book kept by Wallace Kelly, written up by Thos J. Elam or any employee of the Bank

Ans I did not but statements and memoranda kept by Wallace Kelly and myself. But the payments can all be verified by Wallace's book or in Elam's or Pomeroy's handwriting.

43rd Q.

Have you that Pass-book? and will you produce it and file it?

A. I have not got it and do not know that I can get it. - I suppose Wallace Kelly will let the Commissioner have it. - I will try to get it for the Commissioner.

44 Q.

Then you do not know that the items in this Statement No. 1 purporting to represent the interest paid by Wallace Kelly were actually paid by him to the Commercial Bank?

A. I do. and they were actually paid. -

45 Q.

Did you pay them in person or see them paid?

A. I paid \$9000. - of it, from the sale of the Mill. - And a number of other items on account of principal and interest. -

46 Q.

There is one item on this account

representing \$3625-62 as interest paid out of pocket - Who made that payment?

A. I have stated in my examination in chief that that item was paid out of current funds. - I made some of them and he made some of them. Wallace Kilby and Elam were at loggerheads and did not have anything to do with each other for a time, and I acted for Wallace Kilby and in person made many of the payments. The item was paid in various ^{sums} from time to time. - And when Wallace Kilby would make a payment he would give me a memorandum of it. -

47 Q. Then for the payments made by Wallace Kilby you have only the memorandum furnished you by him in making up the Statement No. 1.?

A. I had frequently the old notes

with the memorandum of the Cashier on the back of them showing the curtail and interest paid on them. -

48Q When was the sale of the Mill property effected?

A. The Deed was made to the Company that bought ^{it} the Portsmouth Water Co. on 13. August 1884 and the money received on that day. -

49Q Were the total proceeds of the Mill applied on the indebtedness due to the Bank? -

A. Yes - part on principal and part on interest - Every dime of it. -

50Q Previous to the sale of the Mill had not considerable expense been incurred by the Bank in repairs to the dam and other necessary work which were properly chargeable to

Wallace Kilby's account?

a. I understand from hearsay that there was such expense but it was not chargeable to Wallace Kilby because Mr. Clam on his individual responsibility took charge of the Mill & property and agreed to take the toll and pay all expenses and pass the surplus if any to credit of Wallace Kilby. Mr. Clam had a written agreement to that effect and may still have it. I wrote it. I have no knowledge of what he received or paid out.

57. Q. You have said that Wallace Kilby was not insolvent previous to 27. March 1884 and that he continued in the mercantile business with his stock unencumbered until April 1st 1885. Had Wallace Kilby in Jan'y. 1884 or for months previous to that time any other property besides the

stock of goods in his store and such merchandise accounts as were due him? -

A. He had a good deal. - His house and lot in which he lived were unencumbered and the Babb lot adjoining. And also his chattel estate. - He also owned ~~the~~ the lot now owned by Kate G. and L. Clay Kilby and the store in which he did business on which there was a lien for \$1500. - This property would have sold for more than he owed including the indebtedness to the Bank at the time named. -

52Q. Had not the property specified been conveyed by him previous to that date to his wife?

A. The deed of settlement on his wife was admitted to record 27. March 1884 and was dated 14. September 1883. -

53Q. What was the amount of his indebtedness at that time including his indebtedness to The Commercial Bank?

A. I cannot state positively, but not to exceed \$5000.- or \$6000.-

54Q. In your answer to question 2 Examination in chief relative to J. R. Kelly's indebtedness you have said that on 27. Octo. 1877 his entire liabilities did not exceed \$40000.- While his assets were at least \$75000.- When you speak of assets of that amount do you not include a great many items of no value whatever?

A. Not at all, but a list of good assets. - Of

55Q. Of what did they consist?

A. I will give you a few with his own valuation.

Property on Staten Island N.Y.
for which he paid \$21,368.54 - he
valued it at \$25,000. - He
was at one time offered \$25,000.
for it, and when Mr Richard
Riddick owned it he borrowed
~~it~~ \$40,000 - in New York -
124 Shares Albemarle Swamp
Land Co. Stock worth \$6,000 -
then - The Mill property and
lands adjoining 300 acres,
\$15,000 - which afterwards
sold for \$14,000 - 640 acres
land in Texas ^{which} sold for
\$1500. - he valued it at \$1000.
The ~~lot~~ Punden lot value \$1000.
Some lands near Shelbyville
\$2000. Chattel property \$3000.
Bonds against Misses Finney
E. E. Jackson & B and Dr E.
D. Phillips and others \$12,000.
Jackson's was \$4,000. - D. Phillips
was \$4,124.⁵⁴ - sundry smaller
ones - all of which except
D. Phillips were collected.
Lot in Jerusalem \$600 -
sold for \$500. - Brick house
and lot opposite Clerk's

Office in Suffolk \$800.-
Land in Isle of Wight Co. on
Blackwater river \$800.-

Sundry others that I cannot
now recall. Some of the
above property was mortgaged,
but those debts were included
in the \$40000- liabilities.

Q 56- In what year did Mr.
R. Kelley die?

Ans. Dec. 5. 1878.

Q. 57.- Did you, after his death,
administer upon his Estate?

Ans. I did -

58 Q. Did you sell the assets
above named, or any part thereof?
And if so, what was the deficiency
after exhausting all his assets?

Ans. I sold some of them, but can't
state now what the deficiency was -

59. Q. Is there not a large indebted-
ness, beside that incurred to the Com-
Bank

Ans. There is some, but how much
I don't know.

60. Q. Can you not approximate
the amt.

Ans. I cannot -

61. Q. Is it as much as 5-10-15 or 20 thousand dollars?
Ans. I can't say.

62. Q. What was realized from the Stat. Bldg property?

Ans. \$10,000 - last year, after the property had stood about 8 yrs. & depreciated in value about 50 p. ct.

63. Q. How much from the Mill property?

Ans. \$10,500. - for the Mill - for the land between #3 & #4000 -

64. Q. Then the estimate of assets was largely in excess of what they realized after his death?

Ans. Only in the case of the Stat. Bldg property - The chief deficiency is on a part of the debt secured on the Stat. Bldg property -

65. Q. What amt. of tax was paid by you father in 1877 - or near as you can tell?

Ans. I don't know -

66. Q. You say that no dividends were ever declared out of the Capital Stock or deposits of the Com. Bk.

Have you any other basis for this declaration than the statements which

You say, were annually made up
by the Cashier for the guidance of Directors
Vetus. Only that and the statement
of the Cashier together with my knowledge
of what the income to the Bank was
from discounts and other sources,
and its expenses.

67 Q. - Did you make an inspection
of these statements made by the Cash-
ier to compare them with the books
of the Bank and bills?

A. Yes. I inspected the statements but
did not compare them with the books
because the statements showed on their
face ^{about} what the assets ^{would} produce at an
average interest of 8 per cent.

68 Q. - Do you know what were
the dividends declared by the Bank during
the several stages of its existence?

A. Yes. For a few years before I be-
came a director, I think about an
average of 8 per cent - afterwards
7 and six.

69 Q. - Have you any book
or paper which will show the
dividends received by you since you
became a stockholder whether
pass book or otherwise?

Ans. I have not -

70 Q. Then you cannot tell further than you have done, what were the dividends, &c - { you?

Ans. No -

71 Q. How were the Cotton Mills purchased by the Bank?

Ans. By private purchase, under authority of the Board of Directors, for the amount of its whole indebtedness to the bank -

72. Q. State which of the Directors of the Cotton mill were at the same time Directors of the Bank -

Ans. None ^{but} A. S. Danda, W. P. Webb and Thos. G. Elam -

73. And the sale & purchase of the Cotton Mills, was consummated by the joint action of the Directors of each -

Ans. Yes - so far as I know. I was not present myself. -

And further this deponent says not -

Wilbur J. Kilby

Takun, subscribed and sworn to before
me this the 27th day of August 1886

E. E. Holland

Spl. Commr.

11
1
Corrections made by W. J. Kilby in
answers in deposition of 27 Aug. 1886

Upon reflection I find that there
are some errors in my deposition
as given above which I wish to correct
as follows:

My answer to 6th in the examina-
tion in chief should be as follows—
Ans. Mr Wright applied to the Bank for
the money which was lent to him and
offered as collateral security for the
same the notes or bonds of several
gentlemen living in Northampton Co.
U. S. which bonds or notes aggregated
more than the amount Wright wished
to borrow of Bank and were, I think
payable to Wright. Along with these
notes or bonds he presented the certifi-
cate of the Clerk of the Court, who
at that time, was, I think, Jos. D. Borne
under the seal of the Court certifying
that makers of bonds or notes were per-
fectly solvent, but the Directors knowing
nothing of them declined to let Wright
have the money he had applied for un-
til they could make inquiry about them
The action of the Bank was accordingly

directed Drake the Esquire and he wrote either to Bavenolebert or to Tho W. Mason, lawyers living in Northampton Co. U. C. to ascertain the financial standing of makers of notes or bonds, and was assured in reply that the parties stood financially among the best in the County. The money Mr Wright then wanted was lent him with the notes or bonds in question as collateral security. The matter ran on until a great while until it was reported that Mr Wright had failed and gone to parts unknown. We then sent the creditors to Northampton for collection, and to our astonishment were soon afterwards informed that the makers thereof declared them to be absolute forgery. We then set about to find Wright with the view of effecting some settlement with him, but failed to accomplish anything. The amount loaned him was then charged to Profits & Loss account.

My answer to 26 Q on cross examination should be as follows:

Ans. I can name the C. F. Norment who drafts.

when Shaffera Shickins referred to in my Examination in Chief upon which there is a balance due of \$959.13 with interest from April 27, 1885 which, I think, might be collected.

A bond of Fannie Pitman for \$400 or \$500 secured by a deed at lease on a farm worth several thousand dollars, and the notes of Jno. R. & Wallace Kilby here before referred to were not among the assets when the Bank failed on Aug. 18th 1885 nor were they put there until the 10th day of same month. On the last mentioned day I went to Mr. Elean's private residence, upon his invitation, to get the Jno. R. & Wallace Kilby notes for the purpose of placing them with the assets of the Bank, when Mr. Elean opened the drawer of his private desk in which they were. The Fannie Pitman bond above mentioned was the one he gave me this bond and the Jno. R. and Wallace Kilby notes and I handed them to the Trustee. The Mary E. Kidick bond and the Jno. H. Lineman bonds I have discovered, since my deposition above was given, were among the assets when the Bank failed, and are

now in the hands of the Trustees -

My answer to 28th Q on Cross Examination should be as follows:

Ans. Only the Mortent & Co drafts so far as I know.

My answer to the 38th Q on Cross Examination should be as follows:

Ans. Nothing except what might be collected ~~and~~ the drafts against Mortent & Co

My answer to 42nd Q. on Cross Examination should be as follows:

Ans. They were not taken from the books of the Bank, but were taken from statements and memoranda kept by Wallace Kilby and myself. By many if not most of the payments, can be verified by Wallace Kilby's pass book in the hand writing of the Cashier or his clerk M. J. Pinner.

Wilbur J. Kilby

Taken, subscribed and sworn before me this the 1st day of March 1882

E. E. Hale and

J. L. Court.

Robt. Rodrick
v } In Chancery -
Ellis Ruston & als

This cause came on this day to be heard up on the Complainant's Bill, the answers of Daniel Eby, W. J. Kelly and J. H. Mann, and upon the refunction awarded and filed on the 9th day of November 1885, and was argued by Counsel.

On consideration whereof, the Court at present refusing to dissolve the said refunction, doth order that the same shall remain in full force and virtue until the further order of this Court. And the Court doth further adjudge, order and decree that E. E. Holland, who is hereby appointed a special Commissioner for the purpose, after giving due notice for ~~thirty~~ ^{fifteen} days in the "Suffolk Herald", a news paper published in the Town of Suffolk, and by notice also posted for ~~thirty~~ ^{fifteen} days at the door of the Court House in Suffolk Va, shall be bound to take, state and return to Court the following account, so that the same be completed within ~~thirty~~ ^{fifteen} days.

An Account showing what amounts have been paid out as dividends on the Capital stock of the Commercial Bank of Suffolk since its Organization, and

to whom the same were paid.

2^d An account showing who were the original stockholders of said Bank, and who became stockholders in said Bank subsequent to its Organization, and who were stockholders at the time of its suspension.

3^d An account showing what amounts were on deposit in the said Bank at the time of its suspension, to the credit of any persons who were then stockholders, with the names of such stockholders and their respective credits.

4th An account showing the profits of the said Bank, out of which the several dividends declared by the Directors at various times were paid.

And for the purpose of ascertaining and stating the said several accounts, the said Special Commissioner is authorized to call for the books, pertaining to the management of the said Bank, now in the hands of Sydney J. Ellis, Trustee, or of any other party or parties, and to compel the production of the same.

And upon the motion of the Plaintiff, leave is granted him to file an amended Bill, if hereafter, he shall be so advised, and this

Cause is set for hearing in vacation, by
Consent of the Parties given in open Court
and here entered of record.

Ro. Ridgick

W. } In Chip

Ellis, Justice & als

In the Circuit Court
of Harborton Co.

Decree -

To be Entered.

Geo. Blount

April 15th 1886.

(Closed)

Robert Rindick

vs. { In Chancery --
Sydney J. Ellis, trustee

This cause came on this day to be again heard upon the papers formerly read and ~~this~~ was argued by Counsel: On consideration whereof the Court, continuing for the present, as to the other defendants, the injunction heretofore granted in this cause, both as judge, order and decree that said injunction, as to the defendant Robert R. Allen, be and the same is hereby dissolved, and that ^{original and supplemental} the Bills, be as to said defendant dismissed, and that said defendant do recover of the plaintiff his costs by him about his defence in this behalf expended.

And the Court reserves the consideration of all further directions, both leave to any of the parties to apply to this Court as occasion may require.

Robert Rindick

Tr: { In Chambers

Sydney J. Ellis, Trustee

Sept 3 1887

Decease dismissing

Bill as to debt

Robert R. Allen

To be entered

C. M. S.

Entered O. B. no: 2. p. 153.

Robert Riddick

^{vs.}
Sydney J. Ellis, Trustee &c -

On the motion of Sydney J. Ellis Trustee, leave is given him to file his answer to original and amended bills of the complainant, and the said answer is accordingly this day filed. -

On the motion of Robert R. Prentiss leave is given him to file a general demurrer and his answer to the complainant's amended bill, and accordingly the said demurrer and answer are this day filed. -

And the complainant joins in said demurrer and replies generally to said answers -

Robt. Niddick

Order

Ellis, Trustee &c

Filing Answer of Ellis,
Trustee of Robt. N. Prentiss,
& Deceit of Prentiss.

To be entered
Oct 10. 1887
C. H. Hall

Entered Chancery order
Book No. 2 page 157.

Robert Riddick
vs. J. Ellis, Trustee { In Chancery. —
Sydney J. Ellis, Trustee

On motion of the defendant,
by their attorney, it is ordered that the
plaintiff Robert Riddick, be required
to execute a new bond, with condition
as in the bond heretofore executed by
him, in the penalty of Three Thousand
Dollars, with satisfactory personal se-
curity thereto. which bond shall be executed
either before this Court or its Clerk in
his office within a period of ^{thirty} ~~ten~~ days
from the date of this order, in default
of which the injunction heretofore granted
in this cause shall be dissolved.

Robt. Kiddick
vs: J. M. Chaucer
Sydney J. Ellis, Master

Order requiring
New injunction
bond.

To be entered
Oct 10, 1877.
C. M. S. H.

Entered Chancery Order
Book No 2, p 157

Robert Riddick }
vs. } In Chancery
Sydney J. Ellis, Master. -

This Cause came on this day to be again heard upon the papers formerly read, the Amended Bill filed by the plaintiff, the report of E. M. Hollans, Commissioner, and the accompanying depositions therewith filed, and was argued by counsel -

On consideration whereof, the Court, without confirming or rejecting the said report, doth adjudge, order and decree that it be again referred to said Master to ascertain and report as follows:

1. - Who were the holders of the stock of the Commercial Bank of Suffolk at the time of its dissolution, & the amount held by each.
2. The time or times at which said holders acquired said stock respectively.
3. An account of the debts due and owing by said Bank at the time of its dissolution - stating to whom the said debts are due, the amount of each, and the date or dates at which they became due respectively.

~~And the Court reserves the consideration~~
And on motion of the defendants leave is given them to file answers to the amended Bill and further

answers to the original Bill if they
should so desire to do.

And the Court reserves the consid-
eration etc

Robert Riddick

vs

Sydney J. Ellis Trustee

Enter T.
15th Oct. 1887
C. W. H. C.

Entered Chancery Order
Book No. 2. p. 162.

Robt. Riddick

vs.

Ellis. Trustee Sal

On the motion of the defendants by counsel, it is ordered that unless the Plaintiff proceed to mature this cause for hearing at or before the term of this Court next after he shall have been served with a copy of this order, the ~~bill~~ of injunction herein granted be dissolved and the Bill of the Plaintiff be dismissed at at his costs.

Robt. Riddick

vs. } In Chy

Ellis, Trustee Sal

In the Circuit Court
of Hanselwood County
April 17, 1888

Filed
Clerk

copy

Entered Chy. Order Book
No 20200

Robert Widdick

vs:
Sydney J. Ellis, Insolvent & al.

} Chancery

On motion of Robert R. Allen, by Neely & Solome, his attorneys, leave is granted him to file his answer in this cause, and the same is filed accordingly.

Robert Riddick
vi: & in Chancery
Sydney, J. Eccles, Intervenor

Leave to file answer
of Robert R. Allen.

To be entered

Levi B. Allen

Entered OB 20 2 / 107

Rob. Riddick

vs.

Sydney T. Ellis, Trustee & als.

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

On consideration whereof the Court continuing for the present as to the other defendants the injunction heretofore granted in this cause, doth adjudge, order and decree that said injunction as to the defendant, William W. Murray be and the same is hereby ~~dismissed~~ dissolved and that the original and supplemental or amended Bills ~~&~~ as to said defendant, William W. Murray, be dismissed and that said William W. Murray recover of the Plaintiff his costs by him about his defence in this behalf expended

Riddick

vs. } In Chy.

Ellis, Trustee etc

In the Circuit
Court of Chauce-
mand County

11 April 1889

Decree

To be entered

C. M. H.

Use consent

J. M. Wright p. r.

W. J. Kirby p. d.

Entered in the Chancery
Order Book No. 2, p. 253.

Robert Riddick

^{vs.}
Sydney J. Ellis, Trustee.

This cause came on this day to be further heard upon the papers formerly read and thereupon by consent of parties by counsel the Court doth adjudge order and decree that the injunction heretofore awarded in this cause ~~shall~~ be amended so as to authorize ~~the~~ ^{or any} all of the stockholders and directors of The Commercial Bank of Suffolk, who are creditors of the said Bank, to collect and receive from Sydney J. Ellis Trustee, their proportions of all dividends which have been heretofore or which shall ~~be~~ be hereafter declared ^{by the Trustee} in favor of the creditors of the said Bank, on condition that they shall deposit with the Clerk of this Court and file in the papers of this cause their individual bonds without security conditioned to ~~refund~~ answer the final judgment of the Court in this cause against them respectively.

And Sydney J. Ellis Trustee, is hereby authorized and directed to pay to such of the creditors of ~~said~~ The

who are also stockholders and directors
Commercial Bank of Suffolk as shall
produce to him a certificate of
the Clerk of this Court stating
that the bond required by this
decree has been executed, ~~and~~
their rateable proportions of all
the dividends that have been
heretofore or that may be
hereafter declared in favor
of the creditors of the said
Bank. —

Robt. Riddick

W. Decree
mmmm

Sydney J. Ellis, Trustee
x c.

Enter 11 April 1889.
C. M. Free

We concur to this order

Jos. H. Wright, P. C.

Robt. R. Riddick
Counsel for Trustee.

Entered Chancery
Order Book No. 2
Page 250.

Rob. Riddick

vs.

Ellis, Trustee & als.

On the motion of the defendants, Algernon S. Darden, Joseph P. Webb, William R. Smith and Wilbur J. Kilby, by counsel, and with the consent of the Complainant leave is granted them to file their joint and several demurrers to the Complainant's amended Bill of Complaint and accordingly the said demurrers are this day filed and the Complainant joins in said demurrers.

And the Complainant replies generally to the joint and several answers of said defendants Algernon S. Darden, Joseph P. Webb, William R. Smith and Wilbur J. Kilby, ^{filed on the 30th. day of August A. D. 1888} to the original and amended Bills of the Complainant ~~filed on the 30th. day of August A. D. 1888~~ in pursuance of leave granted herein on the 15th. day of October A. D. 1887

Riddick

vs. } In Chy.

Ellis, Trustee & als.

In the Circuit Court
of Chaussemond
County

April 15th, 1889

order

To be entered

C. W. Hill

Entered Chancery
Order Book No 2 p. 261.

Ah a Circuit Court continued
and held for Hansemond County
the 15th day of April 1886 -

Re: Riddick Plaintiff

vs. { In Chancery -

Sydney T. Ellis Trustee and the Stock-
holders of the Commercial Bank of
Suffolk, Va. whose names are un-
known - Defendants -

This cause came on this day to be heard
upon the Complainant's Bill, the answer
of Darden & Eley, W. J. Hilby and J. H. Mann,
and upon the Injunction awarded and
filed on the 9th day of November 1885 and
was argued by Counsel.

On consideration
whereof the Court doth present refusing
to dissolve the said Injunction doth or-
der that the same shall remain in full
force and virtue until the further order
of this Court. And the Court doth further
adjudge, order and decree that E. E. Hal-
land, who is hereby appointed a Special
Commissioner for the purpose, after giv-
ing due notice for fifteen days in the "Suf-
folk Herald", a newspaper published in the
Town of Suffolk, and by notice also posted
for fifteen days at the door of the Courthouse
in Suffolk, Va shall proceed to take, state
and return to Court the following accounts
so that the same be completed within

ninety days

1st An account showing what amounts have been paid out as dividends on the Capital Stock of the Commercial Bank of Suffolk since its organization, and to whom the same were paid.

2nd An account showing who were the original stockholders of said Bank, and who became stockholders in said Bank subsequent to its organization, and who were stockholders at the time of its suspension.

3rd An account showing what amounts were on deposit in the said Bank at the time of its suspension to the credit of any persons who were then stockholders, with the names of such stockholders and their respective credits.

4th An account showing the profits of the said Bank out of which the several dividends declared by the Directors at various times were paid.

And for the purpose of ascertaining and stating the said several accounts, the said Special Commissioner is authorized to call for the books, pertaining to the management of the said Bank now in the hands of Sydney P. Ellis, Trustee, or of any other party or parties, and to compel the production of the same. And upon the motion of the Plaintiffs

leave is granted him to file an
amended Bill; if hereafter, he shall
be so advised, and this cause is set
for hearing in vacation by consent
of the parties. given in open Court, and
here entered of record.

A Copy

Teste:

Peter B. Wentz. Clerk

OFFICE OF
E. E. HOLLAND, SPECIAL COMMISSIONER,
SUFFOLK, VA., April 16, 1886.

COMMISSIONER'S NOTICE!—

To Robert Riddick.....Plaintiff,

AND

Sydney T. Ellis, trustee, and the Stockholders of the Commercial Bank of Suffolk, Va.,
whose names are unknown.....Defendant.

By a decree made in the above named suit on the 15th day of April, 1886, by the Circuit court of the county of Nausemond, it was adjudged and decreed that "E. E. Holland, who is hereby appointed a Special Commissioner for the purpose, after giving due notice for fifteen days in the SUFFOLK HERALD, a newspaper published in the town of Suffolk, and by notice also posted for fifteen days at the door of the Courthouse in Suffolk, Va., shall proceed to take, state and return to court the following accounts, so that the same be completed within ninety days":

1st. "An account showing what amounts have been paid out as dividends on the capital stock of the Commercial Bank of Suffolk since its organization, and to whom the same were paid."

2d. "An account showing who were the original stockholders of said Bank, and who became stockholders in said Bank subsequent to its organization, and who were stockholders at the time of its suspension."

3d. "An account showing what amounts were on deposit in said Bank at the time of its suspension to the credit of any persons who were then stockholders, with the names of such stockholders and their respective credits."

4th. "An account showing the profits of the said Bank out of which the several dividends declared by the Directors at various times were paid."

"And for the purpose of ascertaining and stating the said several accounts the said Special Commissioner is authorized to call for the books pertaining to the management of the said Bank, now in the hands of Sydney T. Ellis, trustee, or of any other party or parties, and to compel the production of the same."

Take notice, that I shall, as said Special Commissioner, proceed, at my law office in the town of Suffolk, Va., on the 20th day of May, 1886, at the hour of 10 o'clock A. M., to perform the duties required of me by said decree, when and where you may appear if you think proper to do so.

Yours respectfully,

E. E. HOLLAND,
Special Commissioner.

ap23-3t

Sydney T. Ellis, Trustee, Commercial Bank of Suffolk, Va.

Robert Riddick

In the Clerk's Office of the
Circuit Court of Macon County,
Georgia, the 1st day of July, 1886.

I hereby certify, that the within
Commissioner's Notice was
posted by me, at the Court
House across Door of said County,

on the 20th day of April
1886, & that it there re-
mained for at least
(sixty 60) days.

Peter B. Peck, Clerk

In the Circuit Court of Nansemond County, Virginia.

Ro. Riddick, -----Complainant.

vs.

In Chancery.

Sydney T. Ellis, Trustee et als. -----Defendants.

To the Circuit Court of Nansemond County, Virginia.

In pursuance of the decree of said Court, made on the 15 day of April 1886 in the above entitled cause depending in said Court, the undersigned, E. E. Holland appointed a Special Commissioner for the purpose, respectfully reports that "after giving notice to the parties for fifteen days in the "Suffolk Herald", a newspaper published in the Town of Suffolk, Virginia, and by notice also posted at the Court House door in Suffolk, Virginia for fifteen days" as required by said decree, of the time and place of executing said decree, he proceeded at his office to take and state, so far as he could, the accounts required by said decree to be taken and stated.

In performing the duties required of him by said decree your Commissioner took the depositions of Thos. G. Elam, Wilbur J. Kilby, and such other witnesses as were produced before him. These depositions of witnesses and the notices aforementioned are returned with this report. From the said depositions and other sources of information consulted by your Commissioner, he is enabled to submit the following facts.

Account No. 1.

An Account showing what amounts have been paid out as dividends on the capital stock of the Commercial Bank of Suffolk since its organization and to whom the same were paid.

Owing to the destruction by the fire of a very large number of the Bank's books your Commissioner has been unable to ascertain, with any degree of accuracy, the amounts paid out as dividends on the capital stock of said Bank previous to the year 1887. From this date your Commissioner reports that the dividends paid out each year on the

capital stock of said Bank including the year 1877 were as follows

1877---Five per cent semi-annually on \$30,000-----\$3,000.

1878--- " " " " " " " " 3,000

1879---Four " " " " " " " " 2,400.

1880--- " " " " " " " " 2,400

1881---Three " " " " " " " " 1,800.

1882 -- " " " " " " " " 1,300

1883 -- " " " " " " " " 1,800

1884 Three and one-half " " " " " " " " 2,100.

1885, Jan. 1885 Three and one-half " " " " " " " " 1,050

\$19350

From this statement it appears that there was paid out during these years as dividends the sum of Nineteen thousand Three hundred and Fifty (19350) Dollars but your Commissioner would report that the Bank certainly during a part of the last year of its existence, ~~and~~ ~~probably before~~ was the owner of some of its own stock and to that extent there ought possibly to be a deduction from the above but what amount your Commissioner can not report.

As to whom these dividends were paid your Commissioner has been unable to ascertain. The stock book of the Bank is said to have been destroyed by the fire and your Commissioner has been furnished with no evidence from which he could learn who were the stock-holders of said Bank and their respective holdings during the various years of the Bank's existence.

Account No. 2.

An Account showing who were the original stock-holders of said Bank and who became stock-holders in said Bank subsequent to its organization, and who were the stock-holders at the date of its suspension.

Your Commissioner reports that the following were stock-holders of said Bank at its organization:-Jno. R.Kilby, Wallace Kilby, W.R.Berkley, R.H.Beaman, Theo. S.Garnett, T.H.Lassiter, Darden and Eley, Jos. P. Webb, Thos. J. Kilby, Parker and Duke, Jas. W.Clarke, Mrs. R.R. Smith, T.G.Elam, L.R.Kilby, C.H.Causey, C.H.Riddick, Geo.H.Crump,

A.H.Ashburne, Geo.W.Singleton, Jno.F.Stewart, Nathaniel Riddick, A.C. Withers, Wilson Norfleet, P.B.Prentis, D.and S.Shriver, J.K.P.Daughtrey.

The following became stock-holders subsequent to its organization, John T. Riddick, Geo.A.Murray, Hall and Holt, H.T.Artman and Son, Wilbur J.Kilby, Wm..R.Smith, L.Clay Kilby, Martha J.L.Kilby, Ro.Murray, E.S.Murray, Jas.Murray, W.W.Murray, C.F.Normont, R.R.Prentis, J.H.Mann Wm.P.Moore, Mary A.Moore, J.R.Baker, R.R.Allen, W.L.Daughtrey, J.C. Causey, H.A.Morgan, M.T.Pinner, The Commercial Bank.

The following were stock-holders at the date of its suspension.

Darden and Eley, Jos.P.Webb, R.H.Beamen, T.H.Lassiter, J.H.Mann, Mary A.Moore, Wilbur J.Kilby, Ro.Murray, Miss E.S.Murray, Jas.Murray, H.A.Morgan, L.D.Holt, H.T.Artman and Son, R.R.Prentis, W.R.Smith, Jas. R.Baker, W.L.Daughtrey, J.C.Causey. Thos.G.Elam, M.T.Pinner, D.Shriver The Commercial Bank.

Account No. 3.

An Account showing what amounts were on deposit in the said Bank at the time of its suspension to the credit of any persons who were then stock-holders with the names of such stock-holders and their respective credits.

Your Commissioner reports that the following named stock-holders had the following amounts to their credit at the date of the suspension of said Bank.

Darden and Eley, -----	\$ 1635.74
R.H.Beamen, -----	4201.77
H.T.Artman and Son, -----	115.71
Thos.G.Elam, -----	31.87
J.C.Causey, -----	2.20
Wilbur J.Kilby, -----	55.00
L.D.Holt, -----	284.11
J.H.Mann, -----	2303.61

H.A.Morgan, -----	\$-1969.80
Miss E.S.Murray, -----	-171.74
James Murray, -----	-1332.60
Ro.W.Murray, -----	-606.21
Mrs.Mary A.Moore, -----	-1183.04
Ro.R.Prentis, -----	-256.04
D.Shriver, -----	-69.59
Jos.P.Weeb, -----	-720.07

Account No. 4.

An Account showing the profits of the said Bank out of which the several dividends declared by the Directors at various times were paid.

Upon an examination of the Profit and Loss Account of the Bank, which commences from January 1 1885 your Commissioner finds that on January 31 1885, the Bank, according to this account had a surplus fund of \$ 4000⁰⁰/₁₀₀ and on August 1 1885, the date of its suspension, according to this account a surplus of \$ 3643.73. Inasmuch, however, as the books of the Bank containing this account for the previous years of the Bank's existence have been destroyed, and inasmuch as the evidence produced before your Commissioner does not give him any definite information upon this point your Commissioner would simply report that he is unable to state an account showing the profits of the said Bank out of which the several dividends declared by the Directors at various times were paid .

Respectfully submitted

E. E. Halland

Special Counselor

Printing \$ 8.00

Commissioner's fee. \$ 62.50

Ro. Riddick

vs.

In Chancery.

Sydney T. Ellis, Trustee
et als.

Special Commissioner's Report.

1887. March 24th: Filed
alt.

Suffolk, Va., Dec

Mr Robt Riddick per E.E. Holland Commr
To Suffolk Herald, Dr.

TERMS:

Transient Advertisements and
Subscriptions, Payable in
Advance.

Annual Advertisers are Re-
quired to Settle Quar-
terly.

Job Work, Cash on Delivery.

Fine Job Work a Specialty.

1886

April 23 To Publishing notice, Ro Riddick

W. J. Ellis Trustee &c
6 inches 3 weeks

\$ 8.00

Recd Payment of Robt Riddick
J. A. Brooker Publisher

OFFICE OF
E. E. HOLLAND, SPECIAL COMMISSIONER, }
SUFFOLK, VA., April 16, 1886.

COMMISSIONER'S NOTICE!—

To Robert Riddick.....Plaintiff,
AND

Sydney T. Ellis, trustee, and the Stockholders of the Commercial Bank of Suffolk, Va.,
whose names are unknown.....Defendant.

By a decree made in the above named suit on the 15th day of April, 1886, by the Circuit court of the county of Nansemond, it was adjudged and decreed that "E. E. Holland, who is hereby appointed a Special Commissioner for the purpose, after giving due notice for fifteen days in the SUFFOLK HERALD, a newspaper published in the town of Suffolk, and by notice also posted for fifteen days at the door of the Courthouse in Suffolk, Va., shall proceed to take, state and return to court the following accounts, so that the same be completed within ninety days":

1st. "An account showing what amounts have been paid out as dividends on the capital stock of the Commercial Bank of Suffolk since its organization, and to whom the same were paid."

2d. "An account showing who were the original stockholders of said Bank, and who became stockholders in said Bank subsequent to its organization, and who were stockholders at the time of its suspension."

3d. "An account showing what amounts were on deposit in said Bank at the time of its suspension to the credit of any persons who were then stockholders, with the names of such stockholders and their respective credits."

4th. "An account showing the profits of the said Bank out of which the several dividends declared by the Directors at various times were paid."

"And for the purpose of ascertaining and stating the said several accounts the said Special Commissioner is authorized to call for the books pertaining to the management of the said Bank, now in the hands of Sydney T. Ellis, trustee, or of any other party or parties, and to compel the production of the same."

Take notice, that I shall, as said Special Commissioner, proceed, at my law office in the town of Suffolk, Va., on the 20th day of May, 1886, at the hour of 10 o'clock A. M., to perform the duties required of me by said decree, when and where you may appear if you think proper to do so.

Yours respectfully,

E. E. HOLLAND,
Special Commissioner.

Rev. Riddick

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *R. S. Eley,*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for
the said Court, on the first Monday in *March* next, to answer an
amended Bill in Chancery, exhibited against *him and others*
in the said Court by *Robert Riddick*

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *26th* day of
February 18*87*, in the 11*th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Copy for,
R. S. Ely

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *William R. Smith*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for
the said Court, on the first Monday in *March* next, to answer an
amended Bill in Chancery, exhibited against *him and others*
in the said Court by *Robert Riddick*

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *26th* day of
February 18*87*, in the 11*1* th year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Copy for,
William R. Smith

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Algernon S. Darden R.S.*
Eley, Joseph P. Webb, Wilbur J. Killy, William R. Smith, Thomas
G. Elam, James C. Causey and Robert R. Prentis,

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for
the said Court, on the first Monday in *March* next, to answer an
unfiled Bill in Chancery exhibited against *them and others*
in the said Court by *Robert Riddick*.

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *26th* day of
February 1887, in the 11th year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Executed and copy of the within delivered to Algernon
I Darden Joseph P Webb Wilbur J Kilby J. C. Cansey
Robt R Prentiss. William R Smith and R. S. Eley
not found
March 1st 87
J L Fulgham Off

Geo. W. Whipple
p. 9

Robert Rodrick

to E. Jackson City

Sydney J. Ellis, Justice
does:
March 1st 1887

No. 13 No. 1 page
C. C. Co.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

Thomas G. Elam

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for
the said Court, on the first Monday in *March* next, to answer an
amended Bill in Chancery, exhibited against *him and others*
in the said Court by *Robert Reddick*,

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *26th* day of
February 1887, in the 11th year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Proc. H. Wright, p. 1

Robert Niddick

[#]
to [#] Sum. in Chy.

By J. Ellis, trustee & ad.

To March Rules, 1887

Manassas Cir. Co.

Sufficient and legal service in
this process is hereby accepted
and acknowledged by me, this 3rd
day of March, 1887.

Thos. G. Elam

Proc. H. Wright, p. 1.
Cir. Co.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Sydney J. Ellis Trustee and*
The Stock holders of The Commercial Bank of Suffolk. Va
whose names are unknown.

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 *December* next to answer a

Bill in Chancery, exhibited against them
in the said Court by *R. Reddick*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *9th* day of *November* 188*5*, in the *110th*
year of the Commonwealth.

Teste:

Peter B. Prentis. Clerk.

Memo.

The Defendant Sydney J. Ellis, Trustee, his agents or Attorneys are hereby enjoined and restrained, from paying any portion of the assets of the Commercial Bank of Suffolk, now in his hands, or which may hereafter come into his hands, as such Trustee, to any person who was previous to, or at the time of the suspension of the said Bank, a stock holder therein and had received any dividends on his said stock until the further order of the Circuit Court of Hanseman County Virginia

Teste:

Peter B. Prentiss, Clerk

Executed by delivering a copy hereof to Sydney J. Ellis Trustee in person

1885. Nov. 9th:

J. L. Fulghum Shff

1011th p. 7

Ro: Reddick

to Sam: W. Chap: &c

Sydney J. Ellis, Trustee &c

To Decr: Rules, 1885-

Pro: A. H. L. Korn
an: C.

At a Circuit Court continued and held for
Nausemud County, the 17th day of April, 1888.

Robert Reddick Plaintiff.

against & In Chancery

Sydney J. Ellis, Trustee and others . . . Defendants.

On the motion of the defendants, by Counsel, it is ordered,
that, unless the Plaintiff proceed to mature this cause
for hearing, at or before the term of this Court next after
he shall have been served with a copy of this order, the
injunction herein granted be dissolved, and the Bill of
the Plaintiff be dismissed, at his costs.

a Copy

Teste.

Peter B. Prentiss, Clerk

Xmcl
Robert Riddick

to { copy order of
April 17th: 1888

Sydney D Ellis, Trustee, La.

I have served this notice,
or order, by delivering a
copy thereof in writing
to the within named,
Robert Riddick in
person this 17th day of
April 1888

Wm A Howell

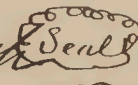
Sheriff of Nassau
County

Know all men by these presents, that we, Ro: Riddick and William L. Daughtry are held and firmly bound unto Sydney J. Ellis, Trustee, for the Creditors of the Commercial Bank of Suffolk, Va. in the sum of Fifteen hundred (1500) dollars, to the payment whereof well and truly to be made to the said Sydney J. Ellis, Trustee, as aforesaid, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly, by these presents, Sealed with our seals and dated this 9th day of November, AD, 1885. And we hereby waive our Homestead Exemption as to this obligation.

The Condition of the above obligation is such, that whereas Ro: Riddick, on his Bill in Chancery against Sydney J. Ellis, Trustee, and The Stockholders of the Commercial Bank of Suffolk, Va; whose names are unknown, addressed to the Hon: Geo: Blow, Judge of the Circuit Court of Hanover County, has obtained from the Hon: W. Tucker Brooke, Judge of the Corporation Court of the City of Norfolk, an injunction, enjoining and restraining Sydney J. Ellis, Trustee, his agents or attorneys, from paying any portion of the assets of the Commercial Bank of Suffolk, now in his hands or which may hereafter come into his hands, as such Trustee, to any person who was previous to or at the time of the suspension of the said Bank, a Stockholder therein, and had received any dividends on his said stock, until the further order of the ^{Said} Circuit Court of Hanover County: And whereas it is provided, by the order of the said Judge aforesaid in the said injunction, that the Complainant shall not have the benefit thereof, until he or some one for him shall enter into bond before the Clerk of the Circuit Court of Hanover County - in the penalty of fifteen hundred (1500) hundred dollars, payable as required by law and Contention to pay all such costs and damages as may be assessed against him by reason of granting said injunction:

Now therefore, if the said Ro: Riddick, shall pay all such costs as may be assessed against him and all such damages as shall be incurred, in case the said injunction be dissolved; then this obligation to be void, or else to remain in full force and virtue.

Executed and acknowledged
before me, in the Clerk's Office
this day and date above
Peter B. Prentiss,
Clerk of the Circuit Court of
Hanover County, Va.

Ro: Riddick 
W. L. Daughtry 

Ro: Riddick

25 { Injun: Bond
Sydney J. Ellis, Trustee &c

Nov: 9th. 1885
Executed Filed

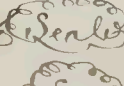
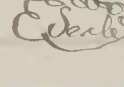
Know All men by These presents, that we, Robert Reddick,
John H. Wright and William H. Gay are held and firmly bound unto
Sydney J. Ellis, Trustee for the Creditors of the Commercial Bank of Suffolk,
Va, in the sum of Three Thousand (3000) dollars, to the payment whereof,
well and truly to be made to the said Sydney J. Ellis, Trustee, as aforesaid,
we bind ourselves, and each of us, our and each of our heirs, executors
and administrators, jointly and severally, firmly by These presents.
And we hereby waive our Homestead Exemption, as to this obligation.
Sealed with our seals, and dated this 9th day of November, A.D. 1885.

The Condition of the above obligation is such, that whereas Ro: Reddick
in his Bill in Chancery against Sydney J. Ellis, Trustee, and the Stockholders
of the Commercial Bank of Suffolk, Va, whose names are unknown, addressed
to the Honl: Geo: Blount, Judge of the Circuit Court of Hanover County, has ob-
tained from the Honl: W. Tucker Brooke, Judge of the Corporation Court of the City of
Norfolk an injunction, enjoining and restraining Sydney J. Ellis, Trustee, his agents
or attorneys, from paying any portion of the assets of the Commercial Bank of
Suffolk, now in his hands or which may hereafter come into his hands, as such
Trustee, to any person who was previous to or at the time of the suspension of the
said Bank, a Stockholder therein, and had received any dividend on
his said Stock, until the further order of the ^{said} Circuit Court of Hanover County.

And whereas it is provided by the order of the said Judge awarding the
the said injunction, that the Complainant shall not have the benefit thereof
until he or some one for him, shall enter into bond before the Clerk of the Circuit
Court of Hanover County, in the penalty of fifteen hundred (\$1500) dollars,
payable as required by law, and conditioned to pay all such costs and damages
as may be assessed against him, by reason of granting said injunction:

And whereas, by an Order of the said Circuit Court, pronounced on
the 10th day of October, 1887, in the Chancery Cause of ^{said} Robert Reddick
Plaintiff against said Sydney J. Ellis, Trustee, & others, Defendants, it is provided
that the Plaintiff Robert Reddick be required to execute a new bond, with condition as in the
bond heretofore executed by him, in the penalty of Three thousand dollars, with satisfactory
personal security thereon, which bond shall be executed either before said Court or its Clerk, in
his Office, within a period of thirty days from the date of said order, in default of which
the injunction theretofore granted in said Cause should be dissolved. Now therefore if the
said Robert Reddick shall pay all such costs as may be awarded against him, and all such
damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void
or else to remain in full force and virtue.

Executed and acknowledged before me, in the
Clerk's Office, this day & date above
Detlev B. Peattie,
Clerk of the Circuit Court of Hanover
County, Va.

Robert Reddick 
John H. Wright 
W. H. Gay 

Ro: Riddick

to S. Ingham Bond

Sydney J. Ellis, Trustee

1887
Nov. 9th. 1887.

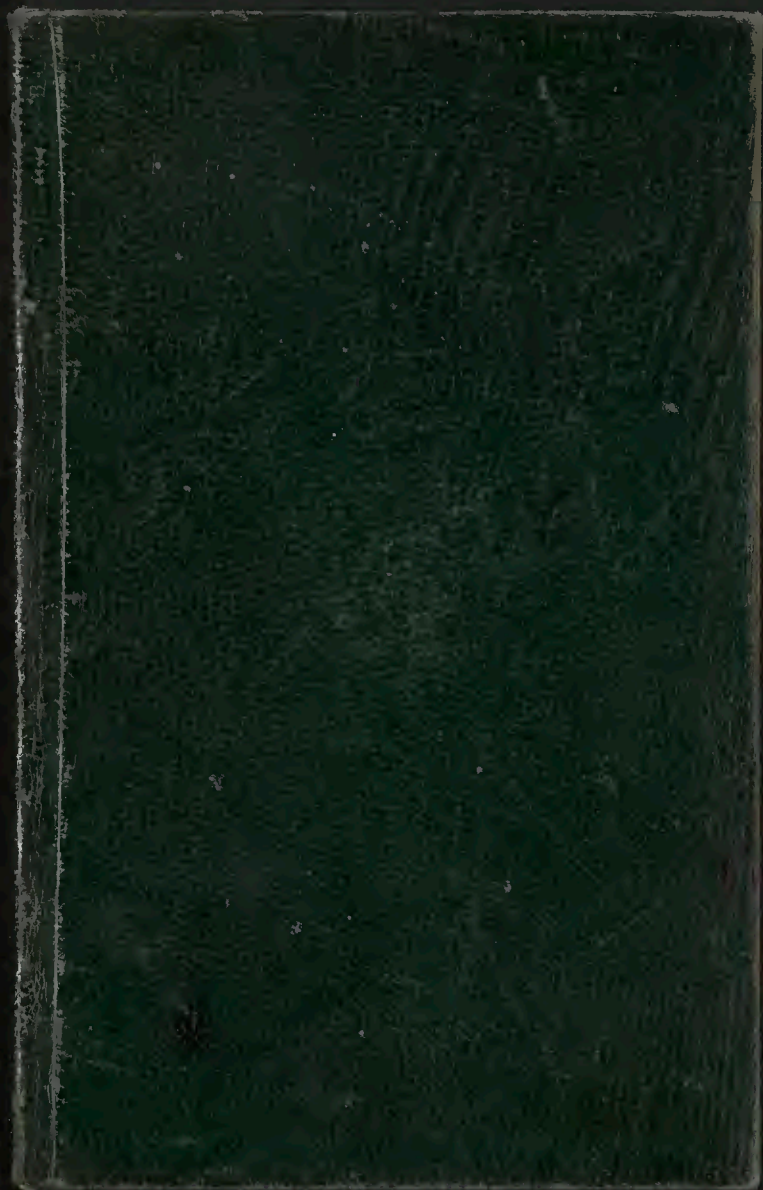
To Clerk of Circuit Court of Haysman and
County.

Adapt the following as form of bond re-
quired under Order of Circuit Court at April
term 1889- in Riddick vs Ellis Trustees & als.

Know all men by these presents, that I,
in consideration of the payment to me
of my pro-rata share of the dividends
now held by Sydney J. Ellis Trustees, and
which have been hitherto withheld under
an injunction issued out by Ro Riddick,
do hereby promise and bind myself to
answer such judgment or decree as may
be hereafter pronounced against me in
the Chancery Cause of Ro Riddick Pltff
against Sydney J. Ellis Trustees & als. & its
pendings in the Circuit Court of Hays-
man County, Virginia. But it is distinctly
understood and mutually agreed, that I do
not in any manner affect or waive any of
my legal or equitable rights or defenses in
the said suit, or otherwise.
Witness my hand & seal this day of
1889.

Sno. H. Wright p. q

May 4th 1889



Int @ rate of 7% if
allowed to remain 6 mos
or longer (6% from Aug. 1. 1880)
Int @ 6% if allowed to
remain 3 mos. & less than
6 mos.

No. Int if withdrawn under
3 months.

5 days notice to be
given of intention to
withdraw interest to
cease the day that
notice is given.

@ Thos. G. Law
6% from Aug 81
Cashr.
Gene Bank

225.	24	Days	105
2775	6	ms	9712

1877 The Commercial Bank
 Jan 2. To Cash dep^d \$600.00
 July 2. Int to date 21.00
 " 2. Dep^d 2359.42
 1878
 Jan 2 Int to Jan 1. 104.38
3084.73

To Balance 3000.00
 July 2. Int to July 1st 98.17
 1879
 Jan 2. Int. to Jan 1. 98.80
 Mar 22. Dep. Sfr 3804.78
 Aug. 8. Int to Aug. 1st at 2900. 101.50.
 1880
 Jan 2 Int to Jan 1st 302.57
 1881
 May 11. Int. to Jan 1. 81 398.18
 1882
 Aug 16. Int to Jan 1 404.49.
\$8208.49

In ap. Robt. Riddick Cr
 1878
 Jan 2. By. Chk. tot. ✓ 84.73
 " " By Balance 3000.00
3084.73

Jan 29. By check. monie. 22500.
 Frk on Bonds to Batts 25.
 July 2. Check self 50.00
 1879
 Jan 2. Check ✓ 21.72
 Mar 24. Check ✓ 100.00
 July 2. Check ✓ 100.00
 1880
 Jan 2 Check ✓ 23000
 Apr 1. Check ✓ 25000
 1881
 May 2 Check 100.00
 Nov 15 Check 150.00
By Balance 6937.92
\$8208.49

1882

July 16 To Bal fwd \$ 6981.52

1882

July 3 Int to July 1 209.44

1883

July 12 Int to July 1. 209.44

7400.40

To Bal as of July 2 7000.00

July 2 Int. to July 1. 210.00

1884

July 10 Int to July 1. 209.25

1885

July 8 Int to July 1. 419.25

7838.50

1885 To Bal as of July 1 \$ 7000.00

Aug 1 Int to Aug 1 245.00

Aug 1 To Balance \$ 7245.00

1882

July 3 By Check \$ 209.44

1883

July 2 By Check 190.96

By Balance 7000.00

7400.40

1883

Aug. 3 By CK \$ 210.00

Oct 30 " CK. Maturity 7418.

1884

July 10 " CK. 185.07

Dec 1 " CK 419.25

" 1 " CK 7000.00

" 1 " CK 5000.00

1885

July 8 CK for Int. 269.25

By Balance 7000.00

7838.50

Certificate 7245.00

7245.00

Nov 11 By Dividend 1811.25

1886 Dec 1 do 1511.63.50

Mar. 15 " 2 do 724.50

Aug 2 " 3 do 3400.25

Aug 2 Amount Carried forward 7398.47.50

1886 Amount not paid \$3984.75

Jan 2 ^d	1877		600.00
"	"	1878	Bal 3000.00
"	"	1879	" 2921.72
"	"	1880	" 7184.10
"	"	1881	7124.00
"	"	82	6981.52
		83	7000.00
		84	7000.00



Account No. I.

An account showing who were the stockholders of the Commercial Bank of Suffolk at the time of its dissolution, and the amount held by each. So far as I can find out from the evidence before me the following were stockholders of the Bank at the time of its suspension, holding the number of shares set opposite their respective names:

Darden & Eley, 25 shares, Jos. P. Webb, 10 shares, R. H. Beamon, 10 shares. Timothy H. Lassiter, 10 shares, J. H. Mann, 5 shares, Mary A. Moore, 5 shares, Wilbur J. Kilby, 15 shares, Robt. Murray, 5 shares, E. S. Murray, 5 shares, James Murray, 5 shares, H. A. Morgan, 5 shares, L. D. Holt, 10 shares. H. T. Artman & Son 5 shares, R. R. Prentiss 2 shares, W. R. Smith, 15 shares, W. L. Daughtrey, 5 shares, J. C. Causey, 5 shares, M. T. Pinner, 10 shares, David Shriver, 5 shares, Thos. G. Elam, 45 shares. The balance of the stock was owned by the Bank so far as I am able to report.

Account, No 2.

2. The time or times at which said stockholders acquired said stock respectively.

It would appear from the evidence before me and your ^{Commissioner} reports that the following were stock holders from the organization of the Bank: Darden & Eley, R. H. Beamon, T. H. Lassiter, Jos. P. Webb, T. G. Elam. Your Commissioner is not able to say that the above named stockholders held the same amount of stock at the time of the organization ~~that~~ the that they held at the time of the suspension of the Bank. Your Commissioner is unable to report at what time the others who were stockholders at the time of the suspension of the Bank acquired their stock, ~~with~~ with the exception of R. R. Prentiss and J. C. Causey who purchased their stock in Jan'y 1885. The stock book of the Bank seems to have been destroyed.

Brought forward	
Delawin & Cagle	1507.57
Byrd Alice F.	110.82
Britt Lee	.31
" E. B.	23.17
Causey & Jordan	310.87
Cahoon W. J.	12.11
Carroll Jacob	325.23
Cherry Louise	303.10
Christie Lizzie A.	130.07
Crump Lillie W.	0.57
Cannon Daniel D.	21.12
Catonin Marietta	230.34
Claughton Chas.	30.00
Causey C. H. Trustee	10.30
Calvert Board of M.E. Church	243.12
Craighill Mrs. M. S. Trustee etc	19.07
" Rev. Jas. B. Tr. of St.	
Lakes Church	7.30
Catonin B. F. Jr. Clerk of	
Suffolk School Trustee	1.10
Cooper & Winborne Adms etc.	14.89
Cobb Lucie L.	213.33
Council Sarah F.	403.87
Caulk Jas. M. Tr. of K. of P.	325.25
Cherry Wm. H.	37.12
Cross Eliza	211.92
Cresson Geo. V.	8.30
Coster Wm. J.	1.00
Causey Jas. C.	2.20
Darden & Eley	1635.74
Darden A. B.	54.00
Darden Wm. H. & J. C. Executors of	
Geo. W. Darden Deed	90.90
Darden Wm. H.	16.97
Dann S. R.	113.83
Darden Mrs. J. C.	23.57
Darden Geo. G'sheirs	0.00
Doughtie H. B.	38.44
Darden A. A.	6.83
Drake Alex and Catharine	0.20
Driver Jane	47.74
Duke & Smith	54.90
Doles Missie	39.85
Ellis Mrs. Thos G.	300.00
Eley A. S.	60.00
Eley Clementine R.	5.00
Eley Alice	6.41
" Maggie V.	258.91
" Dr. A. B.	171.50
Ellis Wm. R.	68.00

Brought forward	
Exchange National Bank of Norfolk	108.12
Eliam Thos. G.	31.87
Eliam Gordon	2.00
Edwards L. B.	5.50
Eliam Thos. G.	65.61
Fulgham J. O. L. Adm. of Mary A. Keene	61.25
" Jno. L.	66.30
Falls G. & Co.	1079.35
Franklin Bank of Baltimore	31.07
Fulgham J. L. Adm. of Margaret A.	
Holland	47.00
Fulgham J. L. Adm. of Nancy J. Ridwick	103.97
Ferguson W. B.	10.20
Fulgham J. L. for J. P. Johnson Estate	4.52
Folsom Mary E.	15.73
Folk Pamela	264.64
Fulgham & Smith	2.05 32,097.57
Gray W. N.	35.00
Griggs Maggie A.	65.00
Gay Wm. H. & Co.	31.16
Grice C. C.	33.23
Griffin Addie C.	130.25
Guyle J. S.	4.20
Glover ^{nelle} ~~Isabella~~	1.20
Graham Bird	2.50
Graham Bros.	3.00
Gatling Jno. D. Adm. of R. Gatling Jr	210.33
Goodman L. L.	926.25
Gay Mfg. Co.	42.55
Harrell ^{Murphy} ~~Harrell~~ E. for C. H. Harrell	117.15
Hare Benj. F.	369.00
Harrell Marry E.	57.00
Harrell ^{Murphy} ~~Harrell~~ E.	213.97
" Elkamah	219.42
Haynes Annie M.	991.94
Holland G. S. P. Trustee for Linwood	23.48
Holland G. S. P.	30.16
Hoof Douglass	105.33
Harris Henry	241.05
Hall & Holt	130.48
Harrell Lida. M.	8.20
Harrell Sarah A.	8.20
Harrell Saml. R.	8.20
Hunter Benj. F.	135.41
Hare Wm. B.	485.60
Holland M. H.	23.56
Holland M. H. & Co.	103.63
Harrell Jesse E.	335.54 37,990.40
Hall E. W.	335.00
Holland Z. E.	23.42
Hall A. E.	58.61
Harrell Jackson F.	118.62

Brought forward	
Hollman Lafayette	12.00
Harrell W. T.	15.00
Hasselt Jas. F.	2057.10
Holland Edith	230.98
Holt E. D. Genl. of C.W. Jenkins	50.30
Harrell Moses for his children	476.71
Holder Amanda E.	135.04
Hollman Haziah F.C.	60.35
Hollman Emma	21.04
Hinton & Dunn	69.00
Home Saving Bank of Norfolk	250.62
Hardy Machine Co.	140.25
Johnson T. L. & Pro.	100.69
Johnson Mary	560.04
Johnson Jas. P.	173.69
Jones Henry Treas. of Baptist Church	114.18
Jones Jere	110.00
Jones Jno. W.	71.02
Johnson Jas W.	201.50
Johnson <i>See</i>	1.00
Jenkins Chas. W.	5.00
Johnson Margaret A.	207.00
Jones Anna	91.60
Joyner Floyd	30.01
Joyner Edwin	58.01
King Chas. T.	25.11
" " " Agt. of Mary A. Fine	135.12
" Theo. H.	541.32
Kilby Wilbur J.	55.00
Kilby Wilbur J. Com ^r	323.77
Kilby Wallace Agt.	30.44
Kilby Wallace B.	15.00
Kilby Ann <i>See</i>	250.00
King Darius	200.00
Kilby Mary H.	1527.00
Kello Jno. G. Adm. of Saml. Kello	267.05
King Angeline	34.12
Kilby Jno. R. in suit of Parker	
vs. Parker & als.	1757.75
Lee Robt. F.	57.48
Lawrence Mourning	161.13
Lexington Tragal	2.75
Lee Charlotte A.	116.03
Leffler W. A. & Co.	142.30
Ladies Aid Society of Suffolk Bapt-	
ist Church	27.55
Lawrence Beng D.	221.02
Langston Jas. J.	210.22
Lee Chas. T.	29.48
Missionary Society of Suffolk	
Baptist Church	18.87

43489.27

50,204.34

Brou llt forwa

Brought forward	
Murray Rev. Jas.	1833.00
Morgan Dr. H. A.	1869.86
Minton Mills R. Jr.	16.18
Minton Mills Sr.	1314.85
Miles Elliott	35.00
Murray ^{For} W.W.	263.94
McLeod Kenneth B.	22.37
" Laura J.	20.35
Magnolia Chappell	38.18
Mutual Ass. Society	11.30
Methodist Church Suffolk Va.	15.62
Mann J. H.	2803.61
Moore Mary A.	1123.04
McAngo & Sharp	11.13
Moore Jno E.	6.25
McAngo W. N.	93.93
Morrison Hugh	82.72
Minor A. B.	2.44
Murray Robt. W.	600.21
McClenney Elias. A.	1.00
" David	38.28
Marshall Pollie V.	35.72
McClenney Steven's heirs (same)	14.90
Same	14.90
Murray W. W. adm. of Helen Murray	58.73
Mfg. National Bank of Baltimore	474.20
Marine Bank of Norfolk	1183.61
Morehead Engine Co.	18.54
National Bank of Virginia	145.30
Monkmon County Mite Society	110.03
Norfleet Lucy E.	100. ¹⁵ ~~30~~
Norfleet Julia	212.00
National Union Bank of Maryland	193.72
Norris. Robt. W.	15.22
Norfleet Lillie G.	13.02
Norris C. Sidney & Co	10.00
Nurney Geo. W.	605.33
Nurney Jno. W.	56.13
" Geo W.	31.38
Oliver Sylvester A.	35.46
" Alex W.	25.31
Owens R. R.	59.72
Plant Milling & Co	243.11
Pruden Aaron	636.74
Parker Sarah E.	337.80
Phillower J. R.	50.00
" Sarah B.	165.60
Pique Mfg. Co.	17.40
Pruden Henry	623.10
" J T.	17.73
Parker & Harrell	10.73
Prentis Robt. C. Ex'or	15.00
Parker Richard E.	10.35

61,527.98

Brought forward	
Phillips Horace B.	10.00
Parker James	962.05
Pruden Mrs. L. M.	1.20
Prentis Robt. R. Tr. of K. of P.	23.93
Philower R. P.	2.24 <i>65 21) 2-6</i>
Prentis Robt. R. & F. W. Skiles	1431.85
Peel Richard	100.00
Pinner Millard T.	634.41
Parker Silas	0.35
Philower Luther H.	3.11
Pinner Jno. F.	1.72
Pensons H. V.	5.00
Peterson E. M.	2.20
Peterson E. M. Gdn. of Bessie Peterson	1171.43
Prentis Robt. R.	253.04
Quincy Helen S.	23.21
Rives Virginia	51.05
Riddick Maud S.	34.33
Rawles Catherine	251.50
Riddick A. A.	33.39
Riddick Bettie S.	20.03
Roseco Jno. P.	1016.33
Riddick Wiley	170.33
Riddick Burwell	8.34
Rawles Jessie E.	521.07
Riddick Fannie F.	22.43
Riddick Alfred T.	120.06
Randolph Julia and others for	
Olive Lodge No. 13	19.21
Rowley S. W.	2.97
Rowles Mary J.	513.73
Roger R. Frank	98.85
Riddick Wm. G.	2.73
Rogers Lelia G.	0.36
Rawles Franklin	1.91
Riddick Robt.	7245.00
Ruth Sarah	1006.20
Riddick Anna M.	100.53
Rueckert J. F.	13.73
Smith Robt. R.	27.04
Saunders Fernelia F.	1024.17
Simons John	340.02
Skiles Theresa A.	1190.46
" F. W.	102.46
Smith M. W. & Bro.	139.72
Saunders Martha E.	1013.03
Smith Thos. W.	369.50
" H. E. Tr. of Mansfield Co.	2495.61
Sharp Hunter	625.74
Shriver David	69.59

Brought forward	
Saunders Renj. L.	403.12
Smith Leroy	14.00
" Sallie J.	16.91
" Willie A.	17.16
" Wm. J.	122.57
" James	22.15
" Jno. R.	173.29
Spiller Wm	1.53
Stephens Frank	1.97
Simons Joshua	115.62
Sargent Card Clothing Co.	64.31
Sisters of Charity	30.00
Types P. H. Adm. for Harry E. Besie	
Rimick	108.34
Taylor Ann E.	60.05
Twitty James F.	59.05
Taton T. W.	23.29
Trustees of Woodland Church	137.71
Turner Marilla A.	38.69
Trinkle James & Co.	38.24
Treasure of Suffolk	770.14
Vacuum Oil Co.	32.16
Vaughn Jas. A.	321.18
" Jno. B. Adm. of H.M. Bridger	29.07
Vann W. C.	600.00
Wiley Sarah V.	232.25
Whaley Wm. M. & Co.	740.32
Welch N. D.	130.15
Webb Jos. F.	720.07
" " " Tr. of P.E. Church	171.57
" " " " " " "	
Sunday School	13.17
Weidenfield Frank	234.19
Withers A. C. Trusted for his Children	107.52
Williams Hugh K.	494.42
Worrell Mary L.	3301.19
Williams M. G. Gar. of Annie B.	
and Jno. Williams	914.34
Williams Washington G.	347.75
Webb Margaret S. for Sunday School	1.45
Wright David P.	217.72
Whaley Chas. A.	21.25
" L. E.	224.46
Wright Stev. B.	5.88
Wood Wm D.	24.80
Wright C. W.	100.00
Williams H. Clay	193.71
" H. Clay Trustee of Kittrells	
Church	391.50
" Jno. H.	140.56
Watkins Demsey	403.00
Webb Annie J.	52.21
Webb P. Herman	23.10

Brought Forward	
Whitley Geo. T.	2.75
Wood Juliana	112.15
Williford Jacob F.	55.00
Withers Missouri T. Presdt. of	
Aid Society	167.72
White R. B.	3.20
Williams Robt.	11.50
Withers Missouri T.	100.33
Same. Adm.	13.32
Whitfield Roberts Cam. of Jno. W.	
Cawder	323.07
White E. V. & Co.	77.53
White Wm. G.	13.25
Whithall Tatum & Co.	10.94
Walters R. & Sons.	530.00
<i>Total</i>	<i>\$ 103,033.51</i>

Your Commissioner would report that it is absolutely impossible to report the dates at which the said above mentioned debts became due, owing to the loss by fire of a great many of the books of the Bank. It appears from a check-book filed with the Commissioner by Robt. Riddick, one of the creditors of the Bank, that on Jan'y 2, 1877 that said Bank owed said Riddick \$300⁰⁰, on Jan'y 2nd, 1878 \$5000.00, on Jan'y 2nd 1879 \$2726⁷² on Jan'y 3rd, 1880, \$7184.10, on Jan'y 1st 1881 \$7124.00 on Jan'y 16, 1882 \$3981.52, on Jan'y 12th, 1883 \$7000.00, and on Jan'y 1st, 1885 \$7000.00. *Under Jan'y 16th 1884, \$7000.00*

During this time checks were drawn against these several balances, and deposits were also made. The balance due Riddick at suspension of Bank was \$7245.00 Your Commissioner returns along with this report the check book of Robt. Riddick which shows above balances.