1894-049
Nansemond Co. (Suffolk) Chancery Causes: Mayer & Co et al vs William A. Allen et al

Second National Bank of Jersey City; Bedell, Hogencamp, Taylor, Kilby

Folder 1 of 2

PUBLIC SALE

OF THE W. A. ALLEN

KINDLING-WOOD FACTORY!

By authority of a decree of the Circuit Court of Nansemond county pronounced on the 21st day of March, 1894, in the chancery cause of Mayer & Co. v. Allen and others, we shall offer for sale at public auction, on the premises,

ON TUESDAY, MAY 8th, 1894,

at 12 o'clock M., all those certain lots or parcels of real estate adjacent to the town of Suffolk, Va., upon which the "Kindling-Wood Factory" is located, bounded on the north and west by the right of way of the Suffolk Lumber Company, on the east by the land of Wilbur J. Kilby, and on the south by the right of way of the Seaboard and Roanoke Railroad Company, together with all the buildings, improvements, machinery, tools and appurtenances thereunto belonging, and all other personal estate found on the said premises which now or formerly belonged to William A. Allen, which were levied on under the attachment which was levied the 22d day of November, 1892.

TERMS.—One-half of the purchase money will be required in cash, and the residue thereof in two equal instalments, payable in three and six months from the day of sale, the deferred payments to be evidenced by the bonds of the purchaser, bearing interest from the day of sale.

E. E. HOLLAND,
ROBERT R. PRENTIS,
SPECIAL COMMISSIONERS.

I, A. P. Gomer, Clerk of the Circuit Court of Nansemond county, do hereby certify that the bond required of the above named special commissioners by the decree of the Circuit Court above referred to has been given with sureties approved by me.

Given under my hand this 5th day of April, 1894. A. P. GOMER, CLERK.

Sold this 8th. day of May
1894 to Jerome Moltz for
for $ 9600. G D Parker Ano

In the Circuit Court of Nansemond County.

Mayer & Co.

v:-: In Chancery

W. A..Allen and others.

This cause came on this day to be further heard upon the papers formerly read and upon the report of the receipts and disbursements of E. E. Holland and Robert R. Prentis, Special Commissioners, datdd August 17. 1894, and filed this day, to which no exceptions have been taken, and was argued by counsel. On consideration whereof, the Court doth adjudge, order and decree that the said report and the disbursements therein reported be, ~~at~~ and the same are, in all respects, ratified, approved and confirmed.

And by consent of Alva A. Bedell and R. D. Whitehorn, by counsel, the said Special Commissioners, are directed to collect the certificate of deposit of the Farmers Bank of Nansemond for $175.00, and out of the proceeds thereof to pay to R. D. Whitehorn, or his counsel the sum of $30.00 in full settlement of the amount claimed by the said Whitehorn in his petition filed December 12. 1893.

7

Mayer & Co.

v.

Deere

W. A. Allen & Co.

We consent,
R H Rawls, atty for
R O Whitehurst
E. E. Hazard

Enter Oct. 10 1894.
C M S

Entered in Chancery
Order Book No. 2
Page 566.-

IN VACATION:

In the Circuit Court of Nansemond County, on the 25th. day of May 1894.

Mayer & Co.

v.

William A. Allen and others.

This cause came on this day to be heard on the papers formerly read; upon the report of E. E. Holland and Robert R. Prentis, Special Commissioners, showing that they had sold the real and personal property, described in these proceedings, to Jerome Moltz, of Williamsport, Pennsylvania, for $9600., which report is dated May 21st. 1894, and was this day filed, to which no exceptions have been taken; upon the motion of the complainants to confirm the said sale, of which motion the counsel for the defendants, and the said purchaser have had reasonable notice, and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree, that the said report and the sale of the said property as described in the decree of March 21st. 1894, be and the same are, in all respects , ratified, approved and confirmed. And so soon as the said purchaser shall have paid the balance of the purchase money for the said property, the said E. E. Holland and Robert R. Prentis, who are hereby appointed Special Commissioners for the purpose, shall convey the said property to Jerome Moltz, the purchaser thereof, by deed with Special Warranty. The said purchaser may anticipate the payment of his bonds for the deferred payments of such purchase money should he elect so to do, or he may execute a deed of trust on the said property to secure such deferred payments, and receive a deed from the said Special Commissioners, such deeds to be delivered simultaneously, if he

shall elect so to do.

Out of the proceeds of such sale , the said Special Commissioners shall first pay the costs of this suit, and the expenses of sale, and then deposit the sum of $175. in The Farmers Bank of Nansemond, to the credit of this cause, to await the determination of the issues raised by the Petition of R. D. Whitehorn, filed December 12th. 1893, then they shall pay to Mayer and Co., or their counsel the debt of the complainants, Mayer & Co., adjudicated to be due them, by the decree of March 21st. 1894, and the residue of such proceeds of sale, if any, shall be paid to Alva A. Bedell, or his counsel.

And they shall make report to Court.

And the cause is continued &c.

C M Stee

Mayo & Co.

vs

Decree Confirming Sale

Allen & al

Recorded in Chancery Order Book No 2 Page 561.

1894

IN VACATION: In the Circuit Court of Nansemond County, on the 21st day of March 1894.

Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co.

against

William A. Allen and Artimesia Allen his wife; William Hogencamp, Trustee; The Second National Bank of Jersey City James H. Bedell and Alva A. Bedell.

This cause came on this day to be further heard upon the papers formerly read, upon the Supplemental bill, which has been regularly matured and set for hearing according to law, such bill being taken for confessed, the defendants having failed to appear and plead, answer or demur to the same; upon the report of Commissioner, Wilbur J. Kilby, dated and filed October 2nd. 1893, and the exceptions of the defendants William A. Allen, The Second National Bank of Jersey City and William Hogencamp, Trustee, to the said report, which exceptions were filed March 14th. 1894, and was argued by counsel.

On consideration whereof, the Court doth overrule the Demurrers of the defendants William A. Allen, the Second National Bank of Jersey City, and Willaim Hogencamp, Trustee, to the complainants' "Original" and "Amended and Supplemental" bills, which Demurrers were filed April 15th. 1893, and doth also overrule the said exceptions to the said Commissioner's report, and doth adjudge, order and decree that the said report be and the same is in all respects ratified, approved and confirmed.

The Court doth further adjudge, order and decree that the complainants recover of the defendant, William A. Allen, the sum of Eight thousand six hundred and fifteen dollars and fifty two cents, with interest on Seven thousand eight hundred and forty dollars and eighty four cents, the principal

thereof from November 15th. 1893, until paid, and their costs by them about their suit in this behalf expended; that the deed of trust executed by William A. Allen and wife to William Hogencamp, Trustee, for the benefit of Second National Bank of Jersey City, dated August 25th. 1891, (a copy of which is filed as Exhibit No. 2 with the Amended and Supplemental bill) be and the same is hereby set aside, annulled and avoided, as to the complainants, on the ground that it was executed with intent to hinder, delay and defraud the creditors of the said William A. Allen; that by reason of the filing of the said Amended and Supplemental bill on the 22nd. day of November 1892 and the issuance and levying of the Attachment on the property in these proceedings described on the same day, the complainants have the first lien for the payment of their said debt upon the said property from that date; that by virtue of the Attachment and Lis Pendens, a memorandum of which was duly recorded in the Clerk's Office of Nansemond County Court on the 15th. day of December 1892, the defendant Alva A. Bedell had constructive notice that William A. Allen had no legal right to dispose of the said property to the prejudice of the said claim of the Complainants, and that the conveyance executed by Willaim A. Allen and wife to Alva A. Bedell dated June 6th. 1893, and the bill of sale executed by William A. Allen to Alva A. Bedell dated June 7th. 1893, copies of which are filed as exhibits with the Supplemental bill, are both null and void as to the complainants.

The court doth further adjudge, order and decree that unless the said debt hereinbefore adjudged to be the first lien on the property in these proceedings described, be ~~forthwith~~ paid within ten days from the date hereof then that # E. E. Holland and Robert R. Prentis, who are hereby appointed Special Commissioners for the purpose do proceed

to sell at public auction, all those certain lots or parcels of real estate adjacent to the town of Suffolk, Virginia, upon which the "Kindling Wood Factory" is located, bounded on the North and West by the right of way of the Suffolk Lumber Company, on the East by the land of Wilbur J. Kilby and on the South by the right of way of the Seaboard and Roanoke Railroad Company, together with all the buildings, improvements, machinery, tools and appurtenances thereunto belonging and all other personal estate found on the said premises which now or formerly belonged to William A. Allen, which were levied on under the attachment which was levied the 22d day of ovember 1892. ~~[illegible]~~ The time, place and terms of such sale shall be advertised for once a week for four successive weeks in some newspaper published in Suffolk, Virginia, and in such other manner as to the Special Commissioners may seem desirable . The terms of such sale shall be one half of the purchase money in cash, and the residue thereof in two equal instalments, payable in three and six months from the day of the sale, the deferred payments to be evidenced by the bonds of the purchaser, bearing interest from the day of sale. Either one of the said Special Commissioners may act alone if for any reason the other fails to act. ut before the said Special ommissioners shall have any authority under this decree, they or the one who shall act shall execute before the Clerk of this Court a proper bond with security to be approved by the Clerk of this Court in the penalty of $20,000. conditioned and payable according to law.

And the defendants by counsel having expressed a desire to appeal from this decree, it is ordered that execution of this decree be suspended for ninety days from this date, when the defendants, or any one of them, or any one for them shall ex-

ecute a proper bond, before the Clerk of this Court, in the penalty of $10.000 00/100 with a condition reciting this decree, and the intention of such defendants to present a petition for a supersedeas, and providing for the payment of all such damages as may accrue to any person by reason of the said suspension, in case a supersedeas should not be allowed and be effectual within the time so specified, in accordance with section 3456 of the Code of Virginia.

C W Lee

March 21, 1894

To the Clerk of the Cirduit
Court of Nansemond County, Virginia.

Mayer & Co.
vs } Decree for Sale
Allen et als

March 21. 1894.

Recorded in Chancery
Order Book No 2
Page 531.

Copied for G Edwards

Mayor & Co.
v.
William A. Allen and others

By consent of parties here entered of record it is ordered that this cause ~~be~~ may be submitted to the Judge of this Court for such decision and decree in vacation, as might be made in term, with leave to the the defendants to file exceptions to the Commissioner's Report at any time before such hearing.—

Mayer & Co
v. } Order
Allen & c

To be entered
C M H
Oct 14 1893

Entered in Chancery
Order Book
No. 2. Page 522.

Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co.

v.

William A. Allen and Artimesia Allen, his wife; William Hogencamp, Trustee; Second National Bank of Jersey City; and James H. Bedell.

On the motion of the defendants William A. Allen, , Second National Bank of Jersey City, and William Hogencamp, Trustee, leave is given the said Allen to file his Demurrer and Answer to the Complainants Bills, and the joint and several Demurrer and Answer of Second National Bank of Jersey City, and William Hogencamp, Trustee, to the Complainants Bills, and such Demurrers and Answers are accordingly this day filed. The complainants thereupon joined in the siad Demurrers and replied generally to the said Answers.

Thereupon this cause came on this day to be heard upon the Original Bill, the Amended and Supplemental Bill, and the Exhibits therewith filed, the Attachment in Equity returned executed and the said Demurrers and Answers and was argued by counsel.

On consideration whereof, and without adjudicating the questions of law raised by the said Demurrers, and without prejudice to the rights of the defendants to have such questions hereafter adjudicated, the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court, who is directed to take, state and report to Court the following accounts.

1. An Account of the debts due to the Complainant as well as the debt due to Second National Bank of Jersey City, by the Defendant William A. Allen, with their respective priorities as regards the property referred to in the Bills and Attachment

2. An Account of the property of the defendant William A. Allen referred to in these proceedings, together with its annual and fee simple values.

3. Any other Account specially stated deemed pertinent by the Commissioner, or required by any party in interest to be so stated.

Notice of the time and place of taking such Accounts need only be given to Robert M. Hughes and Robert R. Prentis Counsel for the Complainants, and to Edward E. Holland Counsel for the defendants.

And all other questions are reserved.

Mayer & Co.

v. Decree for Accounts

Allen & others

Entered April 15 1893.

Entered in Chancery Order Book No. 2. Page 497.

Mayor & Co.

v.

W. A. Allen & Co.

Lien attaches to machinery &c.
15 Am. & Eng. Encyd. of Law 36. & note 1

Lot used in connection with house is subject to lien. Pairo v. Bethel 75 No. 825

Dyer v. Bossieux 15 Grat 94
Effect of instituting suit before debt is due.

Statute to be liberally construed to forward its object
15 Am. & Eng. Encyc. of Law 179 & note.

Fraud on Subsequent creditors
Bigelow on Fraud 111 & 112 & 113

Mayor
v.
Allen

That a deed allowing such an indefinite continuance of the business is void, see
Mundy v. Vawter 3 Gratt. 494
Spence v. Bagwell 6 Gratt. 444
Jones v. Syer 52 Md. 211
Gardner v. Bank 95 Ill. 298
Holmes v. Marshall 78 N. C. 262
Bodley v. Goodrich 7 How. 276
Dunham v. Waterman 17 N. Y. 9
Bernard v. Myrolium Co. 147 Mass. 356.

That this applies to subsequent creditors as well as prior creditors
see
Wilson v. Buchanan 7 Gratt at p. 337
2 Bigelow Fraud. Conv. p. 111-112

Sharp & Hughes } p. q.

IN VACATION:- In the Circuit Court of Nansemond County on the 28th. day of November 1894.

Mayer & Co.

v.

William A. Allen and others.

This cause came on this day to be further heard by consent, heretofore entered of record, and upon the Report of E. E. Holland and Robert R. Prentis, Special Commissioners, showing that they have fully disbursed all of the funds under the control of the Court in this cause in accordance with the decrees heretofore entered, and that the property heretofore sold to Jerome Meltz has been fully paid for and conveyed to him; which report is dated November 22nd. 1894, and was this day filed, to which no exceptions have been taken, and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that the said report and the acts of the said Special Commissioners thereby reported, be and the same are hereby, in all respects, ratified, approved and confirmed, and the objects of this suit having been accomplished, it is ordered to be stricken from the docket.

C Fisher

Nov 28. 1894

IN VACATION:- In the Circuit Court of Hampshire County on the day of November 1894.

Mayer & Co.

v.

William A. Allen and others.

This cause came on this day to be further heard by consent, heretofore entered of record, and upon the bill, E. E. Allend and Robert E. Frost's Special Commissioner, showing that they have fully discharged all of the duties required of the Court in this cause in accordance with the decree heretofore entered, and that the property mentioned therein said in Terms Bolts has been fully paid or tendered to him; which report is dated November 22nd. and was this day filed, to which no exceptions have been taken, and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that the said report and the acts of the said Special Commissioner therein reported, be and the same are hereby, in all respects, ratified, approved and confirmed, and the objects of this suit having been accomplished, it is ordered to be stricken from the docket.

Mayer & Co.

v. Final Decree

W. A. Allen &c.

To be entered Nov 22 1894

Mr Consent Entered

Mr Frost

for complainants

E. E. Valentine

for Defendants

Decree entered

Nov 22 1894

No 2 Ct.

Circuit Court of Nansemond County-

Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer and Co-

Against

William A. Allen and Artimesia Allen, his wife, William Hogencamp, trustee, Second National Bank of Jersey City, and James H. Bedell-Defendants-

The demurrer and joint and several answer of the Second National Bank of Jersey City and of William Hogencamp, trustee, to the original and supplemental and amended bills in equity filed against them and others in the Circuit Court of Nansemond County by Mayer and Co -

These defendants say that said bills are not sufficient in law. These defendants reserving to themselves the benefit of all just exceptions to said bills for answer thereto, or to so much as they are advised it is material for them to answer, answer and say:

These defendants have no knowledge as to whether the said defendant, William A. Allen, is indebted to said complainants in the amounts alleged in said bills or in any other sum, and as to said alleged indebtedness leave the said complainants to make such proof thereof as they may be advised it is necessary and proper for them to do.

These defendants are advised and therefore deny that the said complainants have any such lien upon the property described in their said bills as therein alleged and claimed. These defendants further state that if in fact the said complainants have any lien upon said property, which is denied,

it is subsequent and subject to the lien set forth in the bills of complaint in this cause under the deeds of trust executed by the said defendant Allen to the said defendant William Hogencamp, trustee, to secure certain indebtedness due and owing to the defendant the Second National Bank of Jersey City.

These defendants state that at the time said alleged mechanics lien was filed the said William A. Allen was indebted to the Second National Bank of Jersey City, one of these defendants, in the sum of twenty one thousand, seventy six dollars and eighty cents, and that said amount was secured by the deed of trust aforesaid, according to the provisions therein contained. Said indebtedness was for monies loaned to said William A. Allen usgeat past anterior to the time of the allged furnishing of the alleged materials by the complainants for which they now make claim and claim a lien, and the lien of these defendants is therefore prior to any lien the said complainants may have upon said property.

These defendants further allege that at the time of the execution and delivery of the said deed of trust the buildings and machinery in the "Kindling Wood Factory", together with the lands upon which the same were erected and placed and used in connection therewith, were of the same extent, number and condition as they exist today.

These defendants state on information and belief that the claim of the said complainants is for piping placed in, upon and through a certain portion of one of the buildings covered by said deed of trust, and this defendant denies that the

more placing of said piping in, upon and through a portion of the premises covered by said deed of trust, subsequent to the loaning of said monies and the execution and recordation of said deed of trust, can give the said complainants any lien upon said premises or any portion thereof superior to the lien of these defendants under said deed of trust.

These defendants further state and allege on information and belief that the said William A. Allen at the solicitation and request of said complainants gave to them his notes for the amount of such alleged indebtedness, and at the time this suit was instituted said notes or renewals thereof had not matured and that none of said notes were at the time said suit was brought due and payable. These defendants are therefore advised that said suit was prematurely brought before any right of action had accrued or arisen, and that their bill to enforce the payment of the same ought to be dismissed.

These defendants have no knowledge as to the indebtedness set out in said complainants amended and supplemental bill, and leave said complainants to prove the same as they are advised to do.

These defendants admit that said William A. Allen and Artimesia Allen his wife executed the deed of trust as alleged to secure to this defendant the Second National Bank certain sums of money loaned and advanced to him, and for which his notes and notes bearing his endorsement were held at the time said deed was executed, but this defendant denies that said deed of trust was executed to hinder, delay and defraud the said complainants, as creditors of

said William A Allen, or the other creditors of said William A.Allen, or that these defendants, or either of them, had notice or knowledge of any such intent on the part of said William A.Allen at the time said deed was executed, or before or afterwards. These defendants had no knowledge at the time said deed was executed of any debt due and owing by said William A.Allen to said complainants, and are now advised that the said deed was executed some months prior to the furnishing by said complainants of the materials for the payment of which they now make claim and allege that they have a lien.

These defendants say that the said deed of trust was executed by the said Allen and wife to secure the payment of certain notes discounted by this defendant Bank ~~at that time~~, and held by this defendant Bank at that time, aggregating in amount the sum of Eighteen thousand one hundred and fifty four dollars; that for said notes this defendant Bank had actually loaned and advanced to said William A.Allen the several amounts of money evidenced thereby, and that said amounts were justly due and owing to this defendant Bank at the time of the creation of said lien; and that said money was loaned to said William A.Allen, and the deed of trust taken to secure its payment, without notice or knowledge of any other indebtedness on the part of said William A.Allen, and certainly without notice or knowledge of any intent on the part of said William A.Allen to hinder, delay or defraud said complainants or any creditor.

These defendants deny that said deed of trust is fraudulent

per se; deny that it attempts to shield the property of said William A.Allen from legal process; and deny that it gives to the defendant trustee power to postpone the payment of the debts due to said complainants and the other creditors of the said Allen for an indefinite period.

It is true said deed of trust gives to said defendant trustee the right to operate said mill for a certain time, if in his discretion, deemed advisable. These defendants deny however that said provision was placed in said deed for the purposes alleged by said complainants, but on the contrary the sole object and purpose of said provision in said deed was to enable said defendant trustee to realize to the best advantage on the property conveyed by said deed, and the power to operate said mill was only ancillary to that object. The difficulty of finding a purchaser for such property, and the depreciation of the property if allowed to remain idle and unused, made it essential to give to said defendant trustee some discretion as a means of realizing the trust property, and winding up the business of said concern in the manufacture of supplies on hand and otherwise. From such operation the defendant William A.Allen was to receive no profit, but the said mills were to be operated in the manner indicated in said deed for the protection of the interests of all parties interested. The defendant trustee however had no right to exhaust the property in the payment of said debt, or to operate it to the prejudice of other creditors, and if such a course had been undertaken by said trustee a Court of Equity, upon proper application, would have restrained him. These

defendants further allege that the power given by said deed to sell said property negatives the contention of said complainants that it was intended or contemplated that said trustee might or could have the right to consume the entire property in expenses in attempting to operate said mills. These defendants emphatically deny that said provisions were contained in said deed so as to give to said trustee any unusual rights or powers, or were inserted therein with any knowledge or notice of any fraudulent intent, or for any other purpose than to give to said defendant trustee the right and power to dispose of said trust or realize the same to the best interests of all parties interested or concerned. These defendants deny that said deed of trust is fraudulent because it fails to state the amount of the debt secured or to limit the amount of said debt. The said deed of trust was executed to enable this defendant Bank to give to said Allen a certain line of credit by enabling it to discount for said Allen certain notes which it could not otherwise have done, and at the time said deed of trust was taken a definite amount could not be fixed. It was impracticable as well as impossible to name the amount or to fix the limit of such indetbedness. This defendant is advised however that said deed is not fraudulent on that account, and also that even if the amount had been named or the limit fixed, the same would not have been conclusive, but in either case resort can be had to a Court of Equity to have the amount ascertained by accounts taken under its direction, and to this course these defendants have no objection.

These defendants further state that said deed of trust was recorded before the debts due to said complainants was contracted, and that on its recordation constituted notice to said complainants and to all others that said William A. Allen was indebted to this defendant Bank. These defendants further allege that said complainants have not been prejudiced by the failure to name or limit the debts intended to be secured by said deed of trust. These defendants further allege that at any time, on application made to them, the said complainants could have been fully informed as to the amounts actually due and secured by said deed of trust, and therefore that said complainants allowed said defendant William A. Allen to contract said debt with full notice of the amount actually due to said defendant Bank, or regardless of the debt actually secured by said deed, and that said debt would have been made and said credit given if the amount actually due had been stated in said deed.

It is true the said defendant William A. Allen has been allowed to remain in possession of said property according to the provisions of said deed of trust since said deed of trust was executed. It was not contemplated at the time said lien was given that said defendant trustee should take immediate possesion of said property, but only after default in the payment of the debts secured by said deed. This defendant denies that said deed is fraudulent on that account. These defendants did not take from said William A. Allen an absolute transfer of his entire property or an assignment thereof, but simply a security for the debt to said defendant Bank then owing or for notes thereafter discounted. The said deed of

trust reserves to the said William A Allen no powers whatever over the trust property inconsistent with the avowed purposes of the deed of trust or adequate to defeat the said trust, and being to secure a bona fide debt, the fact that immediate possession was not taken of said property, does not under the circumstances of this case render said deed fraudulent. The property on which the deed of trust was taken has not and cannot be disposed of by said William A. Allen, and no creditor could therefore be prejudiced by the failure of said trustee to take immediate possession of said property. The said William A. Allen has been allowed to remain in possesion and operate said mills to enable him to increase his means and ability to meet his responsibilities, while his property remained responsible for his debts, subject to the lien of this defendant Bank.

These defendants are informed that said mills and lands conveyed by said deed cost said William A. Allen over sixty thousand dollars; that the debt now due to this defendant Bank and secured by said deed of trust amounts to only twenty one thousand two hunddred and sixty seven dollars; and that said property is therefore more than ample to pay said lien and also the debt due to said complainants. These defendants further state that the said William A. Allen's interest in said property can still be subjected to the payment of the debt due to said complainants, and that such a course is their proper remedy.

These defendants therefore say that the said deed of trust was executed and recorded before the said credit was given

by said complainants to said Allen; that said complainants knew and had notice at the time said debt was contracted that these defendants held a deed of trust on said property: that on application they could have ascertained the exact amount secured by said deed; that said complainants have not therefore been prejudiced by the failure to name in said deed the amount of said debt or to fix the limit thereof; that said deed of trust was executed to secure bona fide debts: that there was no fraudulent intent in its execution and that these defendants had no notice or knowledge of any fraudulent intention on the part of said William A. Allen to hinder, delay or defraud his creditors by its execution; that the powers given to said trustee by said deed were such only as were essential to enable him to dispose of the property and wind up the business to the best advantage of all parties interested; that the said Allen simply conveyed his property to secure a bona fide debt, and that subject to said lien it still remains subject to his debts; and that said complainants are not deprived of any right to make their money or enforce the payment of their claim which they ~~did not have~~ had at the time credit was given to said Allen.

These defendants deny that said deed of trust ought to be set aside and declared null and void, but allege that on the contrary they are entiled to the extent of their claim and lien to the same protection as an innocent purchaser for value of said property. These defendants therefore ask that said deed may be declared a valid deed of trust for the purposes for which it was executed: that as to these defendants the said

attachment sued out by the complainants in this cause may be abated; that this suit may be dismissed; and that the property conveyed ~~conveyed~~ by said deed may be sold under the order and direction of this Court, and that out of the proceeds of sale that this defendant, The Second National Bank of Jersey City, may be first paid the amount so due to it as aforesaid together with accrued interest thereon and the costs and expenses of this suit.

These defendant again deny that there was any fraudulent intent in the execution of said deed of trust, but if such intent existed, these defendants deny that it was known either to the defendant trustee or to the beneficiary under said deed of trust.

And now having fully answered these defendants pray hence to be dismissed with their costs &c. And they will ever pray &c.

E. E. Stuemdpd.

William Hogencamp
President of the Second
National Bank of Jersey City N. J.

William Hogencamp, Trustee

State of New Jersey,

County of Hudson, Jersey City, towit

I George G. Tennant

a notary public in and for said County and State do certify that William Hogencamp whose name is signed to the foregoing writing and answer as President of The Second National

Bank of Jersey City and as trustee, personally appeared before me in the City, County and State aforesaid, and made affidavit that the statements made in the foregoing answer so far as made of his own knowledge are true and so far as made upon information and belief are believed to be true. And the said William Hogencamp did further affidavit that he is now and for a number of years past has been the President of said Bank, and as such has full and complete knowledge of the matters set forth in said answer; and he did further make affidavit that the seal thereto affixed is the true corporate seal of said Bank and was affixed thereto by due authority. Given under my hand and seal this the 6th day of April, 1893

George G Tennant
Notary Public
New Jersey

vs.

E. E. HOLLAND,
ATTORNEY AT LAW,
SUFFOLK, VA.

Everett Waddey Co., Stationers and Printers, Richmond, Va.

In the Circuit Court of the County of Nansemond-

W.H.Taylor and Eugene L.Mayer, partners trading as Mayer & Co-

Against

W.A.Allen and others-

The demurrer and answer of William A.Allen to the original and supplemental bills in equity exhibited in the Circuit Court of Nansemond County, Virginia, against him and others by Mayer and Co.

This defendant says the bills in this cause are not sufficient in law.

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

This defendant does not deny that he is indebted to the said complainants for certain piping and other materials furnished by said complainant in the construction of one of the "Kindling Wood Factories" owned and operated by this defendant in the County of Nansemond, Virginia, but he asks for proof as to the amount of said claim.

This respondent denies that the said complainants have a lien upon the said property as claimed in their original bill. At the time said alleged mechanics lien was filed, this defendant had given to said complainants at their request, his notes for the amount of his indebtedness to said complainants at that time, payable at different times, and this defendant alleges that at the time this suit was instituted said notes or certain renewals thereof, had not matured, and neither of said notes was at the time said suit was brought due and payable. This defendant states that said complainants

had no right, granting they had a lien upon said property as claimed, to bring a suit to enforce its payment, until said notes or at least one of them had matured and become payable. This defendant therefore alleges and is advised that said suit was prematurely brought before any right of action had accrued or arisen, and ought to be, on this acount, dismissed. This defendant denies that said complainants have any lien whatever upon said property, and is advised that , even if they had such lien, they cannot now enforce its payment by any proceeding of this kind.

This defendant admits that he is indebted to the said Second National Bank of Jersey City, and that said Bank as alleged holds a deed of trust on the property described in said complainants bill, duly executed by himself and wife, and that the same was executed to secure the payment of certain notes due and owing and to become due and owing by this defendant to said Bank.

The amount due and owing to said Bank by this defendant at the time said deed was executed was Eighteen thousand one hundred and fifty four dollars, and was for money actually loaned to this defendant by said Bank. Said amount has not been decreased since said deed was executed and now amounts to the sum of Twenty one thousand two hundred and sixty seven dollars.

This defendant most emphatically denies that said deed of trust was executed by this defendant with intent to hinder, delay or defraud his creditors and especially the complainants as alleged. Said deed was executed some time prior to the date when the debt was contracted by him with said complain-

ants, and at the time it was executed this defendant was not indebted to said complainants.

This defendant denies that said deed of trust is fraudulent and void, and says that on the contrary it was executed with the honest purpose of securing assistance to enable this defendant to conduct his business at Suffolk, Virginia, and that the amount secured by said deed was actually loaned to this defendant by said Bank.

This defendant denies that said deed of trust is fraudulent per se; denies that its intent or effect is to shield this defendant's property from legal process, and denies that it gives to said William Hogencamp, trustee, as alleged the powers or rights as claimed in said bill.

This defendant alleges that it was necessary to give to said trustee some power in case it should become necessary to enforce the payment of his indebtedness to said Bank. The object and purpose of said deed in giving such power to said trusteewas solely to enable him to realize to the best advantage on the property conveyed by said deed of trust; and the power to carry on said business was only ancillary to that object. It is frequently difficult to find a purchaser for such property as described in said deed, and it was absolutely necessary therefore to give to said trustee a means of realizing the trust property, and some discretion in winding up the business. This defendant alleges that this deed only vests the said trustee with said discretion in the matter, and a discretion which cannot be arbitrarily exercised, but only according and subject to certain requirements of the law. The said deed also gives to said trustee the power

to sell at any time the property thereby conveyed, and thereby negatives the contention of said complainants that ~~said~~ it was intended that said trustee might or could have the right to consume the entire property in expenses in attempting to operate said mills. Said defendant alleges that said provisions were contained in said deed solely for the purpose of enabling the said trustee to realize on said property to the best advantage of all parties interested, and not with any fraudulent purpose or intent. This defendant could not afford to allow the said trustee to waste his assets, or deprive any creditor of what was legally due him by a mismanagement of the trust property.

This defendant denies that said deed of trust is fraudulent because it fails to state the amount of the debt secured, or limit the amount of said debt. At the time said deed of trust was taken it was not determined to what extent it might be necessary for this defendant to become indebted to said Bank This defendant was constantly in need of accommodation, and for the purpose of obtaining it, executed this deed of trust to cover any indebtedness he might come under to said Bank. His sole purpose in executing said deed in this way was to enable him to discount notes at said ~~time~~ Bank from time to time, and secure the money therefor to enable him to conduct his said work. It was therefore impracticable to name the limit of such indebtedness. This defendant is advised that it cannot be held that said deed is fraudulent on that account, and is further advised that resort can be had to a Court of equity to have the amount ascertained by accounts

taken under the direction of said Court. And this defendant is further advised that the recital of the amounts actually due would not have been conclusive, and thatthis deed of trust on its recordation constituted notice to said complainants that said defendant was indebted to said Bank. This defendant states that said deed was recorded before the debt due to said complainants was contracted, and that said complainants have not been prejudiced by the failure of this defendant to name or limit the debts intended to be secured by said deed of trust. Said complainants allowed said defendant to contract said debt with full notice that said deed was on record and could have easily obtained from this defendant on simple inquiry the amount actually due to said Bank.

It is true that this defendant has been in possession of the said property since said deed of trust was executed. The profits arising from its use have been applied to the payment of his debts, and partly to the payment of debts due to said complainants.

This defendant denies that said deed is fraudulent on that account. This defendant has not conveyed to said trustee all his property, nor transferred said property to said trustee absolutely, but has simply conveyed it to secure a debt due to said Bank, and by such action this defendant denies that said complainants have been hindered, delayed or defrauded. This defendant alleges that if said property had passed in to the hands of said Hogencamp trustee there would have then been no profit in the conduct of said business for this defendant. There is no provision in said deed to defeat or ~~to~~

~~or~~ hinder the purposes of said deed. The object of said deed was to gain credit, and the purpose in allowing this defendant to continue said business to ~~allow~~ enable him to increase his means and ability to meet his responsibilities, while his property remained responsible for his debts, subject to the debt and lien of the said Bank.

This defendant still had an equity of redemption in said property and this was responsible for his debts, and the said ~~defendant~~ complainant could have obtained judgments against this defendant and had his property by suit subjected to the payment thereof. This defendant alleges that said complainants knew and had notice that such deed of trust and lien existed at the time said debt to them was contracted; that said deed of trust was executed to secure bona fide debts; that there was no fraudulent intent in its execution; that the powers given to said trustee were such as were essential to enable him in case of default to realize the trust fund, and wind up the business without loss; that the debts secured can be easily ascertained and that said complainants have not been prejudiced by the failure to define the limits thereof; that this defendant has not transferred all his property but has simply conveyed it to secure a bona fide debt; that the said defendant's property subject to said lien, still remains responsible for his debts; and that said complainants can enforce the payment of their claim in the same manner in which it could have been done at the time said debt was contracted, the said defendant having made no conveyance since said debt was made.

This defendant asks for proof as to the amount actually due to said complainants.

This defendant denies that said deed of trust ought to be set aside as fraudulent and void. This defendant says that it ought to decreed that said Second National Bank has a prior lien on all the property conveyed by said deed of trust. This defendant asks that said suit be dismissed, that the attachment sued out may be abated, and the said complainants required to take the course provided by law for the collection of their debt. This defendant further states that the property conveyed by said deed of trust cost this defendant more than sixty thousand dollars; that the debt now due to said Bank and secured by said deed of trust only amounts to twenty one thousand two hundred and sixty seven dollars; and that said property is therefore more than ample to pay the said lien and also the debt of said complainants. This defendant again denies all fraud or fraudulent intent in the execution of said deed of trust, and now having fully answered prays to be hence dismissed with his reasonable cots &c,

And this defendant will ever pray-

E. E. Halland, p.d. W. A. Allen

State of New Jersey, Hudson County, to wit;

~~Virginia, Hudson County, to wit:~~

I, George C. Tennant

a notary public in and for said County in said State do certify that William A. Allen whose name is signed to the foregoing answer has personally appeared before me in my County

aforesaid, and made oath that the statements made in the foregoing answer are true. Given under my hand this the 5th day of April, 1893.

George G. Tunnard
Notary Public
New Jersey

Mayer & Co

vs. } Answer of W. A. Allen

W. A. Allen et als

E. E. HOLLAND,
ATTORNEY AT LAW,
SUFFOLK, VA.

Everett Waddey Co., Stationers and Printers, Richmond, Va.

Mayer Leo
vs
Wm. A. Allen et als.

Petition of R. D. Whitehorn
assignee of R. D. Whitehorn and
A. J. Murphy
partners trading under the
firm name of Whitehorn &
Murphy.

To the Hon. C. W. Hill,
Judge of the Circuit Court
of Nacogdoches County:—

Your petitioner respectfully represents to your Honor the following case:—
That on the 21 day of June
1893 the late firm of
Whitehorn & Murphy filed a
mechanic's lien in the Clerk's
office of Nacogdoches County Court
against the property and all its
appurtenances known as the
"Kindling Wood Factory" which
is the subject of controversy in
the above cause: that a copy
of said lien is herewith

filed marked ex "A" and prayed to be taken as a part of this petition.
That he afterwards purchased and had properly assigned to him all the interest of the said A.J. Murphy in the said firm of Whitehorn & Murphy; that he is informed that said lien is a lien on the said property and should have been upheld as such by the Hon. Wilson J. Kelly the Commissioner to whom was referred all the questions arising in said Cause, but that it appears from the report of the said Commissioner that your petitioner's lien was entirely overlooked by him. And six months not having yet expired since the filing of the said lien by your petitioner he prays that this may be treated as the proper proceeding to be instituted and commenced for the purpose of enforcing his said lien; that the said report of

concerning W. J. Kelly may be
recommitted to him with
instructions to refuse or to
whether said lien of your
petitioner is in fact a lien
on said property and if so
what priority it has in
this cause; said lien
amounts to $131 $\frac{42}{100}$ with in-
terest from the 21 day of
June 1893 till paid.
And your petitioner prays that
said property known as the
Kinding mill factory may be
sold to satisfy his said
lien; or if sold for any
other purpose that this lien
may have its due priority
and receive from said
sale of said property whatever
amount may be just and
proper; and for such other
further and general
relief as this cause may require
or to equity may seem meet
and your petitioner will ever
pray &c.

R. D. Whitehorne
Sol. Counsel.

Virginia:
Nansemond County, to wit:
This day personally appeared before me in my office aforesaid, R. D. Whitehurst and made oath that the facts contained in the foregoing petition are true to the best of his knowledge and belief.
Given under my hand this 9th day of December, 1893.

[illegible]
Notary Public

Petition of
R. D. Whitehurst

1893 Dec 12th.
Filed
[illegible] clerk

Know All Men By These Presents
That I, William A. Allen, of
Spring Valley, in the County of
Rockland and State of New York,
party of the first part, for and
in consideration of the sum
of Twenty-five hundred and
thirty-one dollars lawful mon-
ey of the United States to me in
hand paid at or before the en-
sealing and delivery of these
presents, by Alva A. Pedell, of
Jersey City, in the County of
Hudson and State of New Jersey,
party of the second part, the
receipt whereof is hereby ac-
knowledged, have bargained
and sold, and by these presents
do grant and convey unto the
said party of the second part,
his executors, administrators
and assigns, five (5) Steam en-
gines; two (2) batteries, consist-
ing of four (4) boilers; Shafting,
pulleys, beltings, elevators, saw-
ing machines, bolters and
crosscut combination saw tables;
bundling machines, steam piping

and water piping and fittings for same, together with such other fixtures and equipments now in use and about the premises known as The W. A. Allen Wood Mill, in Suffolk, Virginia, and used for the purpose of manufacturing kindling wood; also all lath, yarn, cord log wood, cord slab wood and wood in the kilns and in process of manufacture, also such supplies as are in use, together with all other goods, chattels, merchandise, stock of every character and description contained in and about the premises known as The W. A. Allen Wood Mill, Suffolk, Virginia, To Have and To Hold the same to the said party of the second part his executors, administrators and assigns forever.

And I do for myself, my heirs, executors and administrators, covenant and agree to and with the said party of

the second part, to warrant and defend the sale of the said goods, chattels, merchandise and stock hereby sold to the party of the second part, his executors, administrators and assigns, against all and every person or persons whomsoever.

In Witness Whereof, I have hereunto set my hand and seal this seventh day of June in the year eighteen hundred and ninety-three.

W. A. Allen

State of New Jersey }
County of Hudson } ss.

I, William Brinkerhoff one of the Masters in Chancery of the State of New Jersey, do hereby certify, that on the eighth day of June in the year eighteen hundred and ninety-three, before me personally appeared William A. Allen, who I am satisfied is the grantor mentioned in and who executed the within bill of sale, and

to whom I first made known the contents thereof; that thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed.

Wm. Brinkerhoff
Master in Chancery
of New Jersey

State of New Jersey }
County of Hudson } ss.

I, William Brinkerhoff, a Notary Public in and for the State of New Jersey, Do Hereby Certify that William A. Allen whose name is signed to the writing above bearing date date the seventh day of June in the year eighteen hundred and ninety-three, has acknowledged the same before me in my city and state aforesaid. Given under my hand and seal this eighth day of June in the year eighteen hundred and ninety-three.

Wm. Brinkerhoff
Notary Public
New Jersey aforesaid

WM. BRINKERHOFF
NOTARY
PUBLIC
JERSEY CITY, N.J.

Notice served on Jas. A. Bedell and possession of all the within described property taken June 9th 1893 at 11. 15 A. M.

A. A. B.

In the Clerk's Office of Nansemond County Court the 12th day of June 1893.
This Bill of Sale was presented with the certificates annexed and admitted to record.

Teste:
R. R. Smith Clerk
By A P Gomer D.C

A Copy.
Teste:
R. R. Smith Clerk
By A. P. Gomer D.C.

Wm. A. Allen
to } Bill of Sale
Alva A. Bedell

Admitted to record
12th day of June 1893.

A copy
Exhibit No. 5.
with Supplemental
Bill of Mayer & Co.
v.
Allen and others.

Fee $100.

This Deed, made the sixth day of June in the year of our Lord one thousand eight hundred and ninety-three, between William A. Allen and Artimesia Allen, his wife, of Spring Valley, in the County of Rockland and State of New York, party of the one part, and Alva A. Pedell, of Jersey City, in the County of Hudson and State of New Jersey, of the other part, Witnesseth: That in consideration of the sum of twenty thousand five hundred dollars, the said William A. Allen and Artimesia Allen, his wife, do grant with general warranty, unto the said Alva A. Pedell, and to his heirs and assigns forever, the following real estate, to wit: All that certain small parcel of bottom or low land, situated on the east side of the Town of Suffolk in said County and State of Virginia and containing one (1) acre, more or less, and bounded on the north and west by Suffolk Lumber Company's Rail-

road, on the South by the Rail-
road of the Seaboard and Roa-
noke Railroad Company, and
on the east by the land now or
formerly of said Wilbur F. Kilby,
the courses and distances a-
round said one acre of land
being as follows: Beginning at
the junction of said roads at
a point thirty feet north of
the center of the main road of
said Seaboard and Roanoke
Railroad Company and seven-
teen and one-half feet east of
the center of the main road of
said Suffolk Lumber Company,
and running thence northeast
along the east side of the last
mentioned road seventeen and
a half feet from its center, six
hundred and twenty feet to the
stump of a pine tree, thence
along land now or formerly of
said Wilbur F. Kilby South 25½°
west one hundred and twenty-
eight feet to an elm tree; thence
South 43° west eighty-eight feet
to a stob at the foot of the hill,

thence south 9½° west along the foot of the hill seventy-four feet to another stob at a corner at the foot of the hill, thence north 81¼° east up the hill thirty feet to a marked beech tree, thence south 8¾° west sixty-five feet to the line of said Seaboard and Roanoke Railroad Company thirty feet north of the center of its main road, and thence west along the line of said last mentioned road three hundred and fifty feet more or less to the Beginning, being the same property which was conveyed to the said William A. Allen by Wilbur J. Kelly and wife, by deed dated January sixth, eighteen hundred and eighty six, and recorded in the Clerk's Office of Nansemond County Court, February 4th, 1886.

And Also, all lots, tracts, pieces and parcels of land and premises contiguous to the land and premises above described, or any part thereof, together with any

and other land and premises belonging to the said William A. Allen in the Town of Suffolk aforesaid.

Together with all and singular the appurtenances belonging to the same, subject nevertheless to all such mortgages as may be a lien upon said land, and not subject to any other character of lien.

And the said William A. Allen covenants that he has the right to convey said land to the said grantee; that the said grantee shall have quiet possession of the said land; that he has done no act to encumber the said land, except the execution and delivery of the mortgages which may be a lien upon said land, and that he will execute such further assurances of the said land as may be requisite. Witness the following signatures and seals.

Geo. W. Cassedy } W. A. Allen
L. W. Haack Jr. } Artimesia Allen

State of New Jersey }
County of Hudson } S.S.

I, George W. Cassedy, Notary Public of the State of New Jersey, do certify that William A. Allen whose name is signed to the writing above bearing date the sixth day of June eighteen hundred and ninety-three, has acknowledged the same before me in the County aforesaid. Given under my hand and seal this Eighth day of June eighteen hundred and ninety-three.

GEORGE W. CASSEDY NOTARY PUBLIC JERSEY CITY, N.J.

Geo. W. Cassedy
Notary Public
of New Jersey

State of New Jersey, }
Hudson County } S.S.

I, Dennis McLaughlin, Clerk of the County of Hudson, and also Clerk of the Circuit Court and Court of Common Pleas, holden therein, do hereby certify that Geo. W. Cassedy before whom the foregoing acknowledgment was

taken, was at the date thereof, a Notary Public in and for said County and State, commissioned and sworn and duly authorized to act as such. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe the signature purporting to be his is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Courts and County, this 8th day of June A.D. 1893.

HUDSON COUNTY NEW JERSEY

Dennis McLaughlin Clerk
By J. G. Fisher Deputy Clerk.

State of New Jersey }
County of Hudson } ss:

I, George H. Cassedy, Notary Public of the State of New Jersey, do certify that Artimesia Allen, whose name is signed to the writing above dated the sixth day of June eighteen hundred and ninety-three, personally appeared before me

in the County aforesaid, and being duly examined by me privately and apart from her said husband, and having the writing aforesaid fully explained to her, she, the said Artimesia Allen, acknowledged the said writing to be her act, and declared that she had willingly executed the same and does not wish to retract it. Given under my hand and seal this Eighth day of June eighteen hundred and ninety three.

Geo. W. Cassedy
Notary Public
of New Jersey

GEORGE W. CASSEDY NOTARY PUBLIC JERSEY CITY N.J.

In the Clerk's Office of Nansemond County Court the 9th day of June 1893.

This Deed was presented with the certificates annexed and admitted to record.

Teste: R. R. Smith Clerk
By A. P. Gomer D.C

A Copy, Teste: R. R. Smith clerk
By A. P. Gomer D.C

Wm A. Allen & wife
To Deed of Bt & Sale
Alva A Bedell

admitted to record
9th day of June 1893.

A copy
Exhibit No. 4.
with Supplemental
Bill of Mayor &c.
v.
Allen and others.

Fee $1,50

MEMORANDUM OF LIS PENDENS AND ATTACHMENT.

TITLE OF THE CAUSE:-

Walter H. Taylor and Eugene L. Mayer merchants and partners trading as Mayer & Co. Complainants

against In Chancery

William A. Allen and Artimesia Allen, his wife, William Hogencamp, Trustee, Second National Bank of Jersey City, and James H. Bedell. Defendants

THE GENERAL OBJECT OF THE CAUSE:-
To recover of William A. Allen the sum of $7840.82, with interest at the rate of six percent per annum on $6372.66 part thereof from February 29, 1892; on $328.38 , another part thereof from March 31, 1892; on $215.76, another part thereof from April 30, 1892; on $218. another part thereof from May 31 1892; on $196.77 from June 30, 1892; on $179.47 another part thereof from July 31, 1892; on $110.20, another part thereof from August 31, 1892; on $54.93 another part thereof from September 30, 1892; on $111.80 another part thereof from October 31, 1892, and on $52.85, the residue thereof from November 30, 1892, until paid; to enforce a Mechanics Lien for $6372.66 with interest from February 29, 1892, part of the said claim; to set aside, annul and avoid a deed of trust on the real estate hereinafter described, executed by William A. Allen and wife to William Hogencamp, Trustee, dated August 25, 1891, to secure an alleged indebtedness to Second National Bank of Jersey City, and to subject the said real estate by attachment in equity to the payment of the said debt claimed by the Complainants.

THE CAUSE IS PENDING in the Circuit Court of Nansemond County, in the State of Virginia.

DESCRIPTION OF THE LAND:-
All those certain lots or parcels of ~~land~~ real estate adjacent to the town of Suffolk, Virginia, upon which the "Kindling Wood Factory" is located, bounded by the land of Wilbur J. Kilby, the right of way of the Seaboard and Roanoke Railroad Company and the right of way of the Suffolk Lumber Company, together with all buildings, improvements, machinery and appurtenances thereunto belonging.
~~###~~

THE NAME OF THE PERSON WHOSE ESTATE IS INTENDED TO BE AFFECTED HEREBY IS:-

William A. Allen.

MAYER & CO.

By Sharp & Hughes,
Robert R. Prentis.
Counsel.

In the Clerk's Office of Wauconda County Court
this 15th day of December 1892.
This Lis Pendens was presented and admitted to
record.

Test: R. Rosnuts Clerk
By A. D. Gomez D.C.

15a

Exhibit No. 3.
with Supplemental
Bill of
Mayer & Co.
v.
Allen & others.

Mayer & Co.

v. Lis Pendens

William A. Allen

admitted to record
the 15th day of December
1892.

Recorded in Deed Book
No. 26 Page 151
1893 August 22nd.
Examined, verified
and delivered
A. D. Gomez D.C.

Fee $1.25

To the Clerk of the Circuit Court of Nansemond County:

Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co.

vs.

William A. Allen and Artimesia Allen, his wife; William Hogancamp, Trustee; Second National Bank of Jersey City; James H. Bedell and Alva A. Bedell.

Summons in Chancery to answer Supplemental Bill.

Order of Publication against non-residents.

Affidavit of non-residence made & filed

Tax $1.50

Sharp & Hughes

Robert R. Prentis

P.Q.

Aug. 22. 1893.

The object of this Supplemental Bill is to make Alva A.Bedell a party defendant to this suit, to have the deeds executed by William A. Allen to said Bedell dated June 6th. 1893, and June 7th. 1893, declared null and void so far as they may have been intended to affect the right of the Complainants;to subject the property referred to in the said deeds to the payments of the debts due to the Complainants; to enjoin and restrain the said Alva A. Bedell and his agents from retaining possession of the said Kindling Wood Factory and other property referred to in said deeds, and from operating the said Factory or taking the profits thereof ; to secure the appointment of a Receiver for the said property and its sale for the satisfaction of the debts due xxx to the Complainants, and for general relief.

CIRCUIT COURT OF NANSEMOND COUNTY:

WALTER H TAYLOR and EUGENE L. MAYER, merchants and partners trading as MAYER & CO. Complainants.

Against

William A. Allen and Artimesia Allen, his wife; William Hogencamp, Trustee; Second National Bank of Jersey City; and James H. Bedell Defendants.

Amended and Supplemental Bill.

TO THE HONORABLE CHANDLER W. HILL, JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY:

The amended and supplemental Bill of your complainants, Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co., respectfully showeth to the Court that they heretofore exhibited in this Court their original bill of complaint against William A. Allen and Artimesia Allen, his wife; William Hogencamp, Trustee; and Second National Bank of Jersey City, to enforce a Mechanics Lien for $6372.66, with interest thereon at the rate of six per cent per annum from the 29th. day of February 1892 until paid, against the said William A. Allen, upon his Kindling Wood Factory in the County of Nansemond, situated at the intersection of the Seaboard and Roanoke Railroad with the Railroad of the Suffolk Lumber Company, adjacent to the town of Suffolk, Virginia.

The said Bill was filed at the Rules held on the first Monday in September 1892, and was regularly matured by order of publication and set for hearing according to law previous to the October Term 1892 of this Court. There has been no appearance by the defendants, or either of them, and the cause was continued generally at the October Term 1892 of this Court. Your complainants now, by way of amendment and supplement to

the said original bill, allege that the deed of trust executed by the said William A. Allen and Artimesia Allen, his wife, on the 25th. day of August 1891, to William Hogencamp Trustee, to secure the payment of an alleged debt to the Second National Bank of Jersey City, a copy of which is filed as "Exhibit No. 2", with the said original bill, was executed by the said Allen and wife with intent to hinder, delay and defraud the complainants, as creditors of the said Allen, of and from what they are lawfully entitled to, of which intent the said William Hogencamp Trustee, and the Second National Bank of Jersey City had notice, and that therefore the said deed of trust is void as to these complainants. That the said deed is fraudulent per se, because it attempts to shield the said property from legal process, by investing the said Trustee, William Hogencamp, with the power to postpone the payment of the debts due complainants and other creditors of the said Allen for an indefinite time, by giving the said Trustee authority to operate the said Kindling Wood Factory for such indefinite time, until the debt alleged to be due to the Second National Bank of Jersey City can be paid from the net income; which extraordinary power is unusual, unreasonable, inconsistent with the avowed purpose of the said deed of trust, and illegal; that under this power the said Trustee, if the deed should be sustained by this Court, might consume the entire property in expenses in attempting thus to operate the said Kindling Wood Factory. That the said deed of trust is void because it does not state the amount of the debt alleged to be due, or limit the amount of such debt, so that its recordation constitutes no notice to the complainants and the other creditors of the said Allen of the amount for which it is claimed to be a lien.

That the said Allen remains in possession of the said property and is using the same and taking the profits arising from such use for his private purposes just as he did before the execution of the said deed of trust.

Your complainants further allege that since the filing of the said original bill the said William A. Allen has become still further indebted to them for goods, wares, and merchandise bargained, sold and delivered to him since the said Mechanics Lien was filed, to wit: the sum of ~~\$\$\$\$\$\$\$\$~~ One Thousand Four Hundred and Sixty-eight Dollars and Sixteen cents, ($1468.16) with interest on $328.38 part thereof from March 31. 1892, on $215.76 another part thereof from April 30. 1892, on $218. another part thereof from May 31. 1892, on $196.77 another part thereof from June 30. 1892, on $179.47 another part there of from July 31. 1892, on $110.20 another part thereof from August 31. 1892, on $54.95 another part thereof from September 30. 1892, on $111.80 another part thereof from October 31. 1892, and on $52.85 the residue thereof from November ~~17~~ 30. 1892 until paid, and that no part of the debt asserted in the said original bill ~~xxxxx~~ amounting to Six Thousand Three Hundred and Seventy-two Dollars and Sixty-six cents ($6372.66) has been paid.

Without waiving any legal or equitable rights under the said Mechanics Lien, and original bill, complainants claim the right to have the said deed of trust set aside, annulled and avoided because it is fraudulent, and subject all of the said property conveyed by the said deed of trust and all other property of said William A. Allen in Nansemond County to sale for the payment of all of the debts due to them set up in the said original bill, and in this bill, and assert a lien upon all of said property described in the said deed of trust from

the time of filing this bill.

James H. Bedell is the agent of the said William A. Allen and is now in possession of all of the said property.

FORASMUCH THEREFORE as complainants are without remedy save in a Court of equity, where such matters are properly cognizable and relievable they pray that the said William A. Allen and Artimesia Allen, his wife; William Hogencamp Trustee; Second National Bank of Jersey City, and James H. Bedell may be made parties defendant to this bill and required to answer the same (but answers under oath are hereby waived); that the said deed of trust above referred to, may be set aside, annulled and avoided; that if necessary an injunction may be awarded to restrain the said defendants from wasting or injuring the said property; that if necessary a Receiver may be appointed to take possession of the said property; that the same may be sold and the proceeds applied to the satisfaction of the debts due to your complainants; that the said debts may be declared to be a lien on the said property from the date of the filing of this bill; that all proper accounts may be taken; that an attachment in equity under section 2964 of the Code of Virginia, (edition of 1887) may be issued, levied and enforced against the said property and all other property of the said William A. Allen in Nansemond County for the payment of your complainants' said debts; and that your complainants may have full and general relief in the premises, such as the nature of their case may require.

And complainants will ever pray &c.

Let a Summons go &c.

Robert R. Prentis,
Sharp & Hughes } p. q.

Mayo & Mayo
By C. L. Mayo

State of Virginia,

Corporation of Norfolk, to wit:

This day personally appeared before me, the undersigned, a Notary Public for the Corporation aforesaid, Eugene L. Mayer and made oath that he believes that the statments made in the foregoing bill are true.

Given under my hand this 21st day of November 1892.

Robt. M. Hughes.

Notary Public.

Mayer & Co.

vs.

Amended and Supplemental Bill.

Wm. A. Allen & others.

1892 November 22nd
Filed A. P. Gomez Clerk

CIRCUIT COURT OF NANSEMOND COUNTY:

WALTER H. TAYLOR AND EUGENE L. MAYER, MERCHANTS AND PARTNERS TRADING AS MAYER & CO. COMPLAINANTS.

AGAINST

WILLIAM A. ALLEN AND ARTIMESIA ALLEN, HIS WIFE; WILLIAM HOGENCAMP, TRUSTEE; SECOND NATIONAL BANK OF JERSEY CITY; AND JAMES H. BEDELL AND ALVA A. BEDELL. DEFENDANTS.

Supplemental Bill.

TO THE HONORABLE CHANDLER W. HILL, JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY:

THE SUPPLEMENTAL BILL of your Complainants respectfully showeth to the court that they heretofore exhibited their original bill of complaint against William A . Allen and Artimesia Allen, his wife; William Hogencamp, Trustee; Second National Bank of Jersey City; and James H. Bedell, to enforce a Mechanics Lien against said William A. Allen for $6,372.36 with interest thereon at the rate of six per cent per annum from the 29th. day of February 1892, until paid, upon his Kindling Wood Factory in the County of Nansemond, situated at the intersection of the Seaboard and Roanoke Railroad with the Railroad of the Suffolk Lumber Company adjacent to the town of Suffolk; and their Amended and Supplemental Bill to set aside annul and avoid the deed of trust from William A. Allen and Artimesia Allen, his wife to William Hogencamp, Trustee, dated August 25th. 1891, and to subject all of the said property and other property of William A. Allen in Virginia by attachment in equity to the payment of the said Mechanics Lien, and also to the payment of the ~~xxixx~~ further sum of $1,468.16 of principal, due to the Complainants, with interest as specified in the amended and supplemental bill.

That both of said bills were regularly matured and set for hearing according to law; that an attachment in equity has been issued and levied on said property; that the said defendants, William A. Allen, Second National Bank of Jersey City and William Hogencamp, Trustee, have filed their Demurrers and Answers to the said Bills, and that a decree for accounts was entered in the said cause on the day of April 1893.

That a Lis Pendens in accordance with section 3566 of the Code of Virginia showing that the said suit was pending, was duly recorded in the Clerk's Office of Nansemond County Court on the day of 1892, and the same is herewith filed marked "Exhibit No. 3" and Complainants pray that it may be read as a part of this Bill.

That not-withstanding the pending of the said suit, the levying of the said attachment, and the recordation of the said Lis Pendens, the said defendants William A. Allen and Artimesia Allen in violation of complainants rights and in ~~xxxxxxxxxxxx~~ contempt of the jurisdiction of this Court have undertaken to sell and convey all of the said property to one Alva A. Bedell by two deeds, one dated June 6th. 1893 and the other dated June 7th. 1893.

Copies of the said deeds are herewith filed marked respectively "Exhibit No. 4" and "Exhibit No. 5", and Complainants pray that they may be read as parts of this bill.

The Complain-ants allege that the said Alva A. Bedell had actual and constructive notice that by virtue of the said attachment and Lis Pendens all of the said property was in the custody of the law, and that the said Allen had no legal right to dispose of the same to the prejudice of Complainants' claim yet he has nevertheless taken possession of the same and is

operating the said Kindling Wood Factory and is taking the profits thereof to his own use, and ignores the jurisdiction of this Court over the said property.

Forasmuch therefore as the Complainants are without remedy save in a Court of equity, where such matters are properly cognizable and releivable, they pray that the said William A. Allen and Antinosia Allen, his wife, William Hogencamp, Trustee, Second National Bank of Jersey City, James H. Bedell, Jr. and Alva A. Bedell may be made ~~a party~~ parties defendant to this suit and required to answer this bill; that the said deeds dated June 6th. ~~and~~ 1893 and June 7th. 1893 may be declared null and void and of noeffect whatever so far as they may have been intended to affect the rights of your complainants; that the said Alva A. Bedell and his agents may be enjoined and restrained from retaining possession of the said Kindling Wood Factory and other property described in the said deeds, and from operating the said Factory or taking any of the profits thereof; that a Receiver may be appointed to take possession of the said property, that it may be sold and the proceeds of such sale applied to the satisfaction of the debts due to your complainants; and that your complainants may have full and general relief in the premises, such as the nature of their case may require. And Complainants will ever pray &c.

Let a Summons go &c.

Eugene L. Mayer
of & for
Mayer & Co

Sharp & Hughes
Robert R. Harris
P.Q.

State of Virginia,

Corporation of Norfolk, to wit;

This day personally appeared before me, the undersigned, a Notary Public for the Corporation aforesaid, Eugene L. Mayer and made oath that he believes that the statements made in the foregoing bill are true.

Given under my hand this 10th day of July 1893.

William O. Bates

Notary Public.

The object of this Supplemental Bill is to make Alva A.Bedell a party defendant to this suit, to have the deeds executed by William A. Allen to said Bedell dated June 6th. 1893, and June 7th. 1893, declared null and void so far as they may have been intended to affect the right of the Complainants; to subject the property referred to in the said deeds to the payments of the debts due to the Complainants; to enjoin and restrain the said Alva A. Bedell and his agents from retaining possession of the said Kindling Wood Factory and other property referred to in said deeds, and from operating the said Factory or taking the profits thereof ; to secure the appointment of a Receiver for the said property and its sale for the satisfaction of the debts due ~~xxx~~ to the Complainants, and for general relief.

Mayer & Co.

vs. Supplemental Bill

Wm. A. Allen Jr.

This deed made this twenty-fifth day of August in the year of our Lord, eighteen hundred and ninety-one, between William A. Allen and Artinesia, his wife, of the County of Rockland and State of New York, parties of the one part, and William Hogencamp Trustee of Paterson in the County of Passaic in the State of New Jersey, party of the first part witnesseth: That in consideration of the sum of One dollar, the said William A. Allen and Artinesia, his wife, do grant with general warranty unto the said William Hogencamp and his heirs and assigns forever, the following real estate with the buildings, factories and other improvements thereon erected, situated on the east side of the Town of Suffolk, in the County of Nansemond, State of Virginia, and being all that certain small parcel of bottom or low land containing, one acre more or less upon which the said William A. Allen's Kindling wood manufacturing establishment is located, and bounded on the

North and West by Suffolk Lumber Co's Railroad, on the South by the Railroad of the Seaboard and Roanoke Railroad Company, and on the East by the land of Wilbur J. Kilby, Beginning at the junction of said roads at a point thirty feet North of the centre of the main road on the said Seaboard and Roanoke Railroad Company and seventeen and one half feet east of the centre of the main road of Suffolk Lumber Company and running thence North east along the east side of the last mentioned road seventeen and one half feet from its centre, six hundred and twenty feet to the stump of a pine tree, thence along the said Wilbur J. Kilby's land south 25½° west one hundred and twenty eight feet to an elm tree, thence south 43° west eighty eight feet to a stob at the foot of the hill, thence south 9½° west along the foot of the hill seventy four feet to another stob, at a corner of the foot of the hill, thence

north 81¼° east up the hill thirty feet to a marked beech tree, thence south 8¾° west sixty five feet to the line of said Seaboard and Roanoke Railroad Company thirty feet north of the central of its main road, and thence west along the line of said last mentioned road three hundred and fifty feet more or less to the beginning, and consisting of all that parcel of land which by deed dated the first day of January A.D. eighteen hundred and eighty six was sold and conveyed by Wilbur J. Kilby and wife to said William A. Allen, and recorded the fourth day of February A.D. eighteen hundred and eighty six in deed book No. 16 page 105 of said County of Nansemond, together with all and singular the appurtenances belonging to the same. In Trust to secure the payment of any and all promissory notes now discounted, or hereafter to be discounted for the said William A. Allen by the Second

National Bank of Jersey City.
And also any and all renewals
of said notes or any of them
or any notes given in lieu or
place thereof and the said
William A. Allen covenants
that he has the right to convey
the said land to the said grant-
ee, that the said grantee shall
have quiet possession of the land,
that he has done no act to en-
cumber the said land that he
will execute such further assu-
rances of the said land as may
be requisite. And it is further
covenanted and agreed by the
said William A. Allen with the
said William Hoguncamp that
in case of a default in the
payment of any one of said
notes or any renewals thereof, or
other notes given or substituted
therefor, discounted for said
Allen as aforesaid, then, and
in that case the said grantee
may take immediate possession
of the said lands, factories, etc,
and continue the business now
being carried on therein by the

said Allen for and until the payment from the net income of such business of all of said promissory notes then unpaid, or may sell and dispose of same at public or private sale to such purchaser or purchasers, and for such price or prices as he can obtain, and after first paying said promissory notes and interest, together with all costs, charges, counsel fees and other disbursements of the said trustee, shall render the overplus, if any, unto the said William A. Allen, his executors, administrators or assigns.

Witness the following signatures and seals.

Witnesses: W. A. Allen O
R. O. Babbitt Artiemisie Allen O
Fred E. Chamberlin

State of New Jersey "
County of Hudson " S.S.

I, Fred E. Chamberlin a Notary Public in and for the State of New Jersey do certify that Artiemesie wife of William A. Allen whose names are signed to the writing above bearing date the twenty fifth day of August eighteen hundred

and ninety one personally appeared before me, in the County aforesaid and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her; she, the said Artiemesia Allen acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it. Given under my hand this twenty fifth day of August eighteen hundred and ninety-one

Fred E. Chamberlin
Notary Public in and for N. J.

FRED. CHAMBERLIN Notary Public Jersey City N.J.

State of New Jersey } S.S.
County of Hudson }

I, Fred E. Chamberlin a Notary Public in and for the State of New Jersey do certify that William A. Allen whose name is signed to the writing above bearing date the twenty fifth day of August eighteen hundred and ninety one has acknowledged the same before me in my county aforesaid.
Given under my hand and seal this twenty fifth day of August eighteen hundred

and ninety one

Fred E. Chamberlin
Notary Public
in & for N. J.

FRED E. CHAMBERLIN
Notary Public
JERSEY CITY N.J.

In the Clerk's Office of the County Court for the County of Nansemond the 28th day of August 1891
This deed was presented with the certificates annexed and admitted to record

Teste:
R R Smith Clerk
By A P Gomer D.C

a copy:
Teste: R. R. Smith Clerk

William A. Allen et ux
To } Deed of Trust
William Hogemeamp Tr.

Exhibit No. 2.
with Bill of
Mayer & Co.
v.
Allen et al

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 37.

An account showing the amount and character of the work done and materials furnished by Mayer & Co. general, Contractors the prices charged therefor and the amount due.

Mr. Wm. A. Allen Dr.

1891		To Mayer & Co.		
Oct	31	To materials furnished during past month		
		" as per detailed statement "A"	317	75
Nov	30	" " " during past month as per "B"	368	82
Dec	31	" " " " " " as per "C"	592	99
1892				
Jan	31	" " " " " " as per "D"	435	18
Feb	23	" " " " " " as per "E"	689	12
"	25	" 390 O. P. return bends @ 12	46	80
		"	$ 6372	66

Mayer & Co.
per E. L. Mayer

Virginia,

County of Nansemond, to wit:

I, Robert R. Prentis, a Commissioner in Chancery of the Circuit Court do certify that E. L. Mayer of and for the firm of Mayer & Co., personally appeared before me in my County aforesaid, and made oath to the correctness of the foregoing account.

Given under my hand, this 29th day of February, 1892.

Robert R. Prentis
Commissioner in Chancery.

.....Contractor.....

do hereby declare ..... intention of claiming a mechanic's lien on all that certain ..... story building, No. ....., situate and being in the ..... of ....., on ..... street, and the lot or piece of ground and curtilage appurtenant to the said building, fronting on said ..... street, ... feet, and running back ..... feet, to secure the payment of ..... dollars, with interest from the ..... day of ....., 18....., being a debt contracted for work done, viz.:

.....

.....

.....

.....

.....

and materials furnished, viz.:

.....

.....

.....

.....

.....

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.....

.....

for the construction, repair and improvement of the said building and appurtenances, of which ..... is the owner or reputed owner, and at his instance and request, the said .....

being the ..... contractor .....

.....

.....

.....

.....

which said work was completed and materials furnished within the thirty days next preceding the filing of this claim. And the said ..... claims to have a lien on the said building and the lot or piece of ground and curtilage appurtenant to the said building from the commencement thereof for the aforesaid sum and interest, according to the statute in such case made and provided; and the said claimant herewith files an account showing the nature and character of the work done, and the materials furnished, the prices charged therefor, the payments made, and the balance due, verified by oath

Witness my hand, this ..... day of ....., 18.....

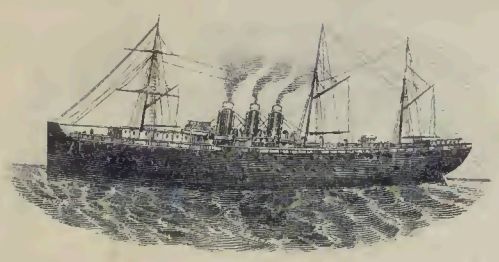
.....

E. L. Mayer

W. H. Taylor

Goods are not insured and travel at Buyers risk.

Mr W A Allen — Statement No. 11



Norfolk, Va.

November 1st 1891

Bought of

MAYER & CO.

MANUFACTURERS AGENTS — IMPORTERS & DEALERS IN

RAILROAD, MILL & STEAMBOAT SUPPLIES

HARDWARE

WROUGHT IRON PIPE FITTINGS, BOLTS, NUTS & WASHERS

BRASS GOODS OF ALL DESCRIPTIONS,

BAR & BOILER IRON.

OILS, TALLOW, BELTING — PACKING, HOSE, WASTE &c.

4 & 6 WEST MARKET SQUARE

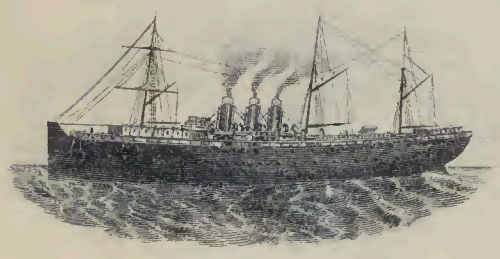
Oct	5	4 Boiler Tube Ferrules 4"	@1.50	6 00	
	6	80 ft Gandy Belt 10 4 ply	@60	48 00	
	14	5 ft Iron 2 x 3/4 Cutting saw 1.90 1 Bbl Rosin 3.75	✓	5 65	3.75 ✓
	16	80 Walworth Automatic Sprinklers	@1.00	80 00	
	23	1-10" 4 ply Gandy Belt 115 ft			
		2-10" 4 ply " " each 23' 46 ft			
		Extra for endless each 3 ft 6 ft			
		169 ft	@60	100 20	
		3-6" 4 ply Endless Gandy Belts each 23' = 69 ft			
		Extra for endless 3 each 9 ft			
		78 ft	@35	29 30	
	26	2 Bbl W Va Cut. Oil 49 & 51 gals	@10¢	10 00	✓
		1 Bbl Ex. Eng. Oil - 48 gals	@20	9 60	✓
		1 Gal Belt Dressing		2 50	✓
	28	8 ft Double Sea Belt 10" @ 1.75 14.00 2 lbs Belt Cement @ 75 1.50		15 50	
	30	1 Emery Wheel 1/2 x 12 (to replace broken one)	0.00		
		2 " " 3/8 x 12	@2.50	5 00	
	31	4 ft Double Sea Belt 12"	@2.00	8 00	31 75

E. L. Mayer
W. H. Taylor

Goods are not insured and travel at Buyers risk.

Mr. W. A. Allen Statement "B"

Bought of



Norfolk, Va.

MAYER & CO.

MANUFACTURERS AGENTS — IMPORTERS & DEALERS IN

RAILROAD, MILL & STEAMBOAT SUPPLIES

HARDWARE
WROUGHT IRON PIPE FITTINGS,
BOLTS, NUTS & WASHERS
BRASS GOODS
OF ALL DESCRIPTIONS,
BAR & BOILER IRON.

OILS, TALLOW, BELTING — PACKING, HOSE, WASTE &c.

4 & 6 WEST MARKET SQUARE

Dec 1st 1891

Nov	4	50 Edison Electric Lamps (delivered Oct 30) @ 70	35 00	
	4	1-15" Col. Knife Handle Wrench	1 25	
		1-8" " " " "	75	
	5	2 Bbls Winter Strb. Oil - 105½ gals @ 11	11 61	✓
		1 Bbl Extra Engine Oil - 50 gals @ 20	10 00	✓
	13	50 ft Steel Wire Rope ½" @ 15	7 50	
	18	60' 11" Gandy Belt 6" 4 ply @ 35	21 32	
		55' 9" Gandy Belt 10" 6 ply @ 90	24 83	
	19	Hair felt Covering for 200 ft 2" Pipe 400 ft 3" Pipe 400 ft 1" Pipe	160 00	
		Canvas for Same		
		10 Balls Sail Twine @ 2.00 20. 2 Sewing Palms @ 35 .70	2 70	✓
		6 Sail Needles	15	✓
	20	Asbestos Covering for Steam Pipe as per quotations	35 00	
	21	50 lbs Boiler Compound @ 15	7 50	✓
		11½" Gandy Belt 6" 4 ply 3' Extra for endless 14½" @ 35	4 96	
	24	500 ft Galv. Wire Rope @ 6½	32 50	
		3 Galv. Waste Cans @ 1.75	5 25	✓
	28	50 lbs Cold Waste @ 4.00 8. 1 Bbl Rosin 4.50	8 50	✓ 368 82

E. L. Mayer
W. H. Taylor

Goods are not insured and travel at Buyers risk.

Mr. W. A. Allen — Statement "C"

Norfolk, Va.

Bought of

MAYER & CO.

MANUFACTURERS AGENTS — IMPORTERS & DEALERS IN

RAILROAD, MILL & STEAMBOAT SUPPLIES

HARDWARE
WROUGHT IRON PIPE FITTINGS.
BOLTS, NUTS & WASHERS
BRASS GOODS
OF ALL DESCRIPTIONS,
BAR & BOILER IRON.

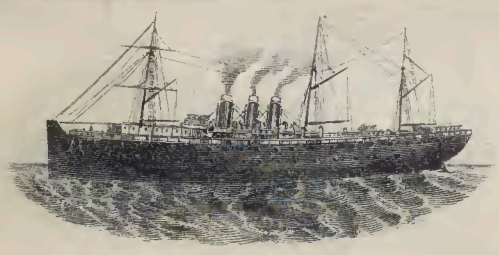
OILS, TALLOW, BELTING — PACKING, HOSE, WASTE &c.

4 & 6 WEST MARKET SQUARE

January 1st 1892

1891 Dec 10	3-6" 4 ply Endless Sand Belts 23' = 69'			
	Extra for endless 3' each 9'			
	78' @ 35	27	30	
10	1 Bbl Eng. Oil - 50 gals @ 20	10	20 ✓	
	1 Bbl W. Va Lub. Oil - 50 gals @ 10 .30 .90	5	08 ✓	
	2 lbs RH Rivets 1/4 X 1 @ 15. 1 Flange 4 X 10	1	20	
	1 Hose Connection 2" 1.00 . 1 Ell 4" .90 2 nipples 4" @ 85 1.70	3	60	
	1 Plug 5" .90 . Nipple 5" 1.40 . 1 PB Globe Valve 4" 10.50	12	80	
14	1 Section 2" Linen Hose complete with coupling & clamps	15	00	
	3 Extra Glasses for Oil Cups @ 50	1	50	
	1 Bushing 5 to 4 1.00 . 1 Cross 5" 3.00	4	00	80 60
15	33 16/12 ft Waterproof Sea Belt 10" @ 2.58	84	29	
	Less 46 %			52 38
	2 lbs Belt Cement @ 1.00	2	00	
16	22' Steam Pipe 5" Q & L	18	40	
	9' " " 5" Cut & Screwed	9	30	
	9 1/2" " " 5" " "	8	00	
	11" " " 5" " "	3	95	
	35' " " 4" " "	20	25	
	10' 4" " " 4" " "	8	25	
	3' 10" " " 4" " "	4	50	
	1 1/2" " " 4" " "	2	75	
	2 - PB Globe Valves 5" @ 15.00	30	00	
	2 Ells 6" @ 1.50 3.00 . 1 Coupling 5" .85	3	85	
	1 Flange Union 4"	1	65	
19	1 - 15" Double Sea Belt 53 5/12 ft			
	Extra for endless 1 6/12 ft			
	1 - 15" Double Sea Belt 36 9/12 ft			
	Extra for endless 1 6/12 ft			
	92' 10" @ 1.98	183	81	
21	6 Bbls Asbestos Cement @ $5	30	00	
22	2 - 5" Tees @ 2.00	4	00	
	1 - 6" 4 ply Endless Sand Belt 11' 2"			
	Extra for endless 3'			
	14' 2" @ 35	4	96	335 47
	Amt Forward			468 45

Statement "C" (continued)



Norfolk, Va.

Bought of

MAYER & CO.

MANUFACTURERS AGENTS — IMPORTERS & DEALERS IN

RAILROAD, MILL & STEAMBOAT SUPPLIES

HARDWARE

WROUGHT IRON PIPE FITTINGS, BOLTS, NUTS & WASHERS

BRASS GOODS OF ALL DESCRIPTIONS,

BAR & BOILER IRON

OILS, TALLOW, BELTING — PACKING, HOSE, WASTE &c.

4 & 6 WEST MARKET SQUARE

189

	Amt Brought Forward			468 45
	1-6" 6 Ply Endless Gandy Belt 11½'			
	Extra for endless 3'			
	14½'	@55	7 79	
	1-10" 4 Ply Gandy Belt — 80'	@60	48 00	
24	1/2 Gallon Dankey's Life of Scaffer		1 25	
28	1 Circular Saw 24" 30 teeth 11 Gauge		7 50	
31	20' 3" Pipe 5" Cut & Screwed		17 00	
	13' Pipe 5" " "		12 20	
	5' 10" Pipe 5" " "		7 20	
	1' 6" Pipe 5" " "		4 10	
	2 Tees 5" @ 4.00 2.00 2 Ells 5" @ 1.50 4.50		8 50	
	1 Bbl Engine Oil — 55 gals	@20	11 00	124 54
				592 99

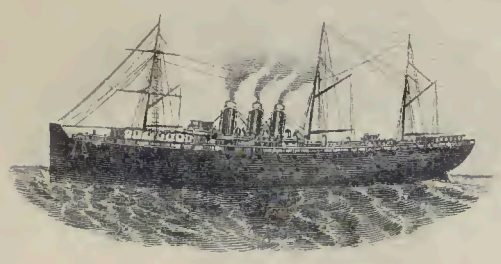
468 45

E. L. Mayer

W. H. Taylor

Goods are not insured and travel at Buyers risk.

Mr. W. A. Allen Statement "D"



Norfolk, Va.

February 1st 1892

Bought of

MAYER & CO.

MANUFACTURERS AGENTS — IMPORTERS & DEALERS IN

RAILROAD, MILL & STEAMBOAT SUPPLIES

HARDWARE

WROUGHT IRON PIPE FITTINGS, BOLTS, NUTS & WASHERS

BRASS GOODS OF ALL DESCRIPTIONS,

BAR & BOILER IRON.

OILS, TALLOW, BELTING — PACKING, HOSE, WASTE &c.

4 & 6 WEST MARKET SQUARE

Jan 1	2 Bbls Asbestos Cement @ 5.00	10	00
	3 Emery Wheels 1/2 x 12 @ 2.75 (8.25). 3 Emery Wheels 3/8 x 12 @ 2.50 (7.50)	15	75
6	55 lbs Boiler Compound @ 15	8	25 ✓
7	4 Bbls Asbestos Cement @ 5.00	20	00
8	2-6" 4 ply Endless Gandy Belt each 23' = 46'		
	Extra for endless each 3' = 6		
	52' @ 35	18	20
	1-2" Hose Pipe (25.87)	2	50
12	345 ft Pipe 1 1/4 @ 9 1/2 (28.80). 50 Ells 1 1/4 @ 10 (5.00)	32	87
	240-1 1/4 Return Bends @ 12 (28.80). 118 Std. Ells 2 to 1 1/4 (14.16)	42	96
14	1 Bale White Waste — 106 lbs @ 8	8	48 ✓
	10 ft Double Lea. Belt 10" @ 1.50	15	00
	1 Bushing 6 to 5" (1.25). 1 Tee 5" (2.00). 2 Ells 5" @ 1.50 (3.00)	6	25
	4 Nipples 5" @ 2.00 (8.00). 2 Couplings 5" @ 85 (1.70)	9	70
	1 Flange Union 5" (2.50)	2	50
	1-JB Globe Valve 5"	16	00
	2 pieces 5" Pipe 10' 2" Cut & Screwed @ 10.25	20	50
	2 pieces 5" " 9' 3" " " @ 9.50	19	00
	1 piece 5" Pipe 9' 5" " "	8	75
15	1 Gandy Belt 8" 4 ply = 58 ft @ 50¢	29	00
	1 Gandy 6" 4 ply = 193 ft		
	1 Gandy 6" 4 ply = 16 ft 7"		
	Extra for endless 3 ft		
	2 Gandy Belts 6" 4 ply each 8 ft = 16 ft		
	Extra for endless each 3 ft 6 ft		
	214 ft 7" @ 35	75	10
	16 ft Lea. Belt 6" @ 45	7	20
	1 Gandy Belt 10" 4 ply = 198 ft		
	1 " " 10" 4 ply 27 ft		
	Extra for endless 3 ft		
	228 ft @ 60	136	80
18	28 ft Gandy Belt 6" 4 ply @ 35	9	80
20	1-10" 4 ply Endless Gandy Belt 24' 7"		
	Extra for Splice 3'		
	27' 7" @ 60	16	55
	amt Forward	529	16

W. H. Taylor. M

Statement D (continued)

Norfolk, Va.

Bought of

MAYER & CO.

MANUFACTURERS AGENTS — IMPORTERS & DEALERS IN

RAILROAD, MILL & STEAMBOAT SUPPLIES

HARDWARE
WROUGHT IRON PIPE FITTINGS,
BOLTS, NUTS & WASHERS
BRASS GOODS
OF ALL DESCRIPTIONS,
BAR & BOILER IRON.

OILS, TALLOW, BELTING — PACKING, HOSE, WASTE &c.

4 & 6 WEST MARKET SQUARE

189

	Amt Brought Forward		529 16	
20	6 Boxes Pipe Joint Grease	@ 35	2 10 ✓	
27	63 1-1¼" Return Bends	@ 12	75 72	
28	Repairing 2-35" Circular Saws	@ 7.50	15 00	
	Expressage		1 25	
30	3-10" 4 ply Endless Gandy Belt each 24 ft = 72 ft			
	3 ft Extra for splice each 9 ft			
	1-10" 4 ply Endless Gandy Belt 22 ft 7"			
	3 ft Extra for splice 3 ft			
	106 7"	@ 60	63 95	
	200 ft Gandy Belt 6" 4 ply	@ 35	70 00	759 18
	3000 pieces 1½ Pipe each 16 ft long cut screwed under without couplings 48000 ft @ 7½ ¢			3600 00
				$4359.18

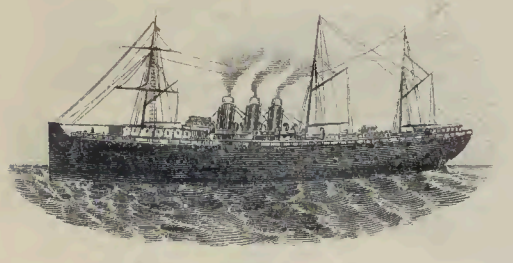
E. S. Myers

W. H. Taylor

Goods are not insured and travel at Buyers risk.

Mr. W. A. Allen Statement "E"

Bought of



Norfolk, Va.

MAYER & CO.

MANUFACTURERS AGENTS ✣ IMPORTERS & DEALERS IN

RAILROAD, MILL & STEAMBOAT SUPPLIES

HARDWARE

WROUGHT IRON PIPE FITTINGS, BOLTS, NUTS & WASHERS

BRASS GOODS OF ALL DESCRIPTIONS,

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4 & 6 WEST MARKET SQUARE

_____ 189__

1892 Feb

2	30-2" Ells @ 15. 60-2" Nipples @ 20 (4.50, 12.00)		16 50
4	387-1¼ Ok Return Bends	@12	46 44
6	662-1¼ Return Bends	@12	79 44
	4 Bbls Asbestos Cement	@5.00	20 00
	30 pieces 2" Pipe 16 ft Cut & Screwed to order	@288	86 40
	30 pieces 2" Pipe 8' 9" " " "	@1.70	51 00
8	90-2" Ells	@15	13 50
9	1 Bbl W V Cyl Oil-51 gals	@10	5 10 ✓
	1 Bbl Eng Oil-50 gals	@20	10 00 ✓
11	4 lbs Belt Cement	@75	3 00
	425 Return Bends 1¼"	@12	84 00
	84 ft Sandy Belt 10" 4 ply	@60	50 40
12	2-6" 4 ply Endless Sandy Belt each 11' 5" = 22' 4"		
	Extra for endless each 3' 6'		
	28' 4"	@35	9 96
15	100 Ells 1¼ @ 10.00. 100 ft Steel Wire Rope @ 15.00		25 00
	1-15" 4 ply Endless Sandy Belt 24' 6"		
	Extra for splice 3'		
	27' 6"	@65	17 88
17	32 Nipples 1¼	@10	3 20
18	118 Nipples 1¼	@10	11 80
22	30 pieces 2" Pipe 16 ft Cut & Screwed to order	@288	86 40
	30 pieces 2" Pipe 8' 9" " " "	@1.70	51 00
23	1 Bbl Black Oil-53 gals	@10	5 30 ✓
	1 Bbl Eng Oil-49 gals	@20	9 80 ✓ 689 12
~~25~~	~~390 Ok Return Bends~~	~~@12~~	~~Paid 1892~~

Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co., general contractors, do hereby declare their intention of claiming a mechanics lien on all those certain buildings, improvements and machinery, generally and familiarly known as "The Kindling Wood Factory" situated at the intersection of the Seaboard and Roanoke Railroad with the Railroad of the Suffolk Lumber Company, adjacent to the town of Suffolk, Virginia, together with all those certain lots or parcels of real estate upon which the said Kindling Wood Factory and appurtenances are located, which are necessary for the convenient use and enjoyment of the said premises, and being the land which is bounded by the land of Wilbur J. Kilby, the right of way of the Seaboard and Roanoke Railroad, and the right of way of the Suffolk Lumber Company, and all the real estate which was conveyed to the said William A. Allen, in two parcels, by Wilbur J. Kilby and wife, by two separate deeds one of which is dated January 1st. 1886, and was recorded in the Clerk's Office of Nansemond County Court February 4th. 1886 (See Deed Book No. 16, page 105), and the other of which is dated November 28th. 1890, and was recorded in the Clerk's Office of Nansemond County Court June 12th. 1891 (See Deed Book No. 25, page 13), to secure the payment of the sum of Six thousand three hundred and seventy two Dollars and sixty six cents, with interest thereon at the rate of six per cent per annum, from this date until paid, being a debt contracted for work done and materials furnished, viz:- pipes, belting, automatic sprinklers, valves, pipe covering, saws, fittings etc. necessary for the construction, repair and improvement, of the said buildings and appurtenances, of which the said William A. Allen is the owner, and at his instance and request, the said Mayer & Co. being general contractors, the thirty days

within which the said Mayer & Co. have the right by law to file this lien not having expired.

And the said Mayer & Co. claim to have a lien on the said buildings and lots or pieces of land and curtilage appurtenant for the aforesaid sum and interest, according to the statute in such case made and provided; and the said claimants herewith file an account showing the nature and character of the work done and materials furnished, the prices charged therefor the payments made, and the balance due, verified by oath.

Witness our hands this 29th. day of February 1892.

Mayer & Co

per E. L. Mayer

Virginia,

County of Nansemond, to wit:

I, Robert R. Prentis, a Commissioner in Chancery of the Circuit Court for the County aforesaid, do certify that E. L. Mayer of and for the firm of Mayer & Co., whose name is signed to the foregoing writing, dated the 29th day of February, 18 92, has acknowledged the same before me in my County aforesaid.

Given under my hand, this 29th day of February, 18 92.

Robert R. Prentis,
Commissioner in Chancery.

Virginia:

In the Clerk's Office of the County *Court of the* County *of* Nansemond *the* 4th *day of* March, *1892*, ~~*o'clock M.*~~

This account and claim of Mechanic's Lien was this day filed in my said office and with the certificates annexed, recorded in Mechanic's Lien Record No._____.

Teste:

R. R. Smith Clerk.

"Exhibit No. 1"
with Bill of
Mayo & Co.
vs.
Allen et al

Form No. 37.

Mayo & Co.

vs. { ACCOUNT AND CLAIM OF MECHANIC'S LIEN.

William L. Allen

Filed in the Clerk's Office of the County *Court of the* County *of* Nansemond, *the* 4th *day of* March, *18*92 *o'clock* ..... *M., and recorded in Mechanic's Lien Record No.* .....

Teste:

R. R. Smith *Clerk.*

Recorded in Mechanic's Lien Book Page 164

Tax $6.10
Fee 2.00
$8.10

CIRCUIT COURT OF NANSEMOND COUNTY:

Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co. Complainants.

Against

William A. Allen and Artimesia Allen, his wife; William Hogencamp, Trustee; and Second National Bank of Jersey City.

Defendants.

TO THE HONORABLE CHANDLER W. HILL, JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY:

COMPLAINING showeth to the Court, your complainants Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co. that they, being general contractors, from time to time, commencing October 5th. 1891 and ending February 25th 1892, at the special instance and request of William A. Allen performed certain labor for him, and furnished him certain materials for the construction of his Kindling Wood Factory in the County of Nansemond, situated at the intersection of the Seaboard and Roanoke Railroad with the Railroad of the Suffolk Lumber Company, adjacent to the town of Suffolk, Virginia, for which the said Allen is justly indebted to complainants in the sum of Six thousand, three hundred and seventy-two Dollars and sixty-six cents ($6372.66) with interest thereon at the rate of six per cent per annum from the 29th. day of February 1892 until paid.

That in accordance with the statute in such case made and provided (Sections 2475 and 2476 of the Code of Virginia, edition of 1887) complainants on the 4th. day of March 1892 claimed and perfected a Mechanic's Lien for the amount above named, upon the said Kindling Wood Factory, with all of its

buildings, improvments and machinery, together with all those certain lots or parcels of land upon which they are located, which are necessary for the convenient use and enjoyment of the premises, bounded by the lands of Wilbur J. Kilby, the right of way of the Seaboard and Roanoke Railroad, and the right of way of the Suffolk Lumber Company; as will be seen from the Mechanic's Lien which was filed and recorded in the Clerk's Office of Nansemond County Court on the 4th. day of March 1892, the Original of which is herewith filed marked "Exhibit No. 1", and complainants pray that it may be read as a part of this Bill.

That no part of said ~~bill~~ debt has been paid and it is all now justly due to the complainants.

That on the 25th. day of August 1891 the said Allen and Artemesia Allen, his wife, executed a deed of trust to William Hogencamp, Trustee, to secure the payment of certain notes to the Second National Bank of Jersey City, on part of the real estate upon which the said Kindling Wood Factory is located, which deed was recorded in the Clerk's Office of Nansemond County Court on the 28th. day of August 1891.

A copy of the said deed of trust is herewith filed marked "Exhibit No. 2" and complainants pray that it may be read as a part of this Bill.

Complainants are not advised as to whether these notes have been paid or not.

FOR AS MUCH THEREFORE as complainants are without remedy save in a Court of Equity, where such matters are properly cognizable and reliable they pray that the said William A. Allen and Artimesia Allen, his wife, William Hogencamp, Trustee, and Second National Bank of Jersey City, may be made parties defendant to this bill and required to answer the same

(but answers under oath are hereby waived); that proper process issue; that all proper and necessary accounts may be taken; that the amount of the debt, if any, due to the Second National Bank of Jersey City, and secured by the said deed of trust, may be ascertained, and all questions as to priority of liens, as between this debt and the debt due the complainants may be determined according to law; that the property covered by the said Mechanic's Lien may be sold and the proceeds of sale applied in payment of the debt due the complainants, and in satisfaction of such lien; and for all such other, further and general relief as the nature of their case may require, or to equity shall seem meet.

And complainants will ever pray &c.

Sharp & Hughes. Mayer & By E. L. Mayer

Robert R. Prentis, P. Q.

State of Virginia,

Corporation of the City of Norfolk, to wit:

This day personally appeared before me, the undersigned, a Notary Public for the corporation aforesaid, Eugene L. Mayer and made oath that he believes that the statments made in the foregoing bill are true.

Given under my hand this 26th day of August 1892.

H. L. Cannon
Notary Public.

Sharp & Hughes
Ro. R. Phillips } P. Q.

Mayer & Co.

v. Bill and two Exhibits.

Wm. A. Allen Fothers.

Mayer & Co
vs } Supplemental Bill.

1893 August 22nd. Process issued September Rules First Monday.
Affidavit of Non residents filed, Order of Publication vs William A Allen and Artemesia Allen his wife; William Hogencamp Trustee; Second National Bank of Jersey City and Alva A Bedell, in Suffolk Herald all non residents of the State.

Sept. 4th. Process returned executed on resident defendant. Bill and 2 Exhibits Nos. 3, 4 & 5 filed and decree nisi vs resident defendant

" 18th " Decree Nisi Confirmed vs resident defendant and cause set for hearing as to non resident defendants on order of Publication

Mayer & Co
vs } Chauncey Noles
Allen & others

Folio .....

MONTHLY STATEMENT.

Norfolk, Va. May 17 1894

Mr W. A. Allen
Suffolk Va

In Account with **MAYER & CO.,**

4 and 6 W. Market Square,

		To Balance as per Statement rend.		
		To Mdse. as per bill rend.		
1893				
June	26	20 amt. Suffolk Herald	800	
July	1	" " " "	600	
Dec	2	" " " "	800	2200

Please compare above statement with your books and if not correct advise at once. If the account is not due you will not consider this a demand for payment; but if due, you will oblige us by a remittance.

E. L. MAYER.
W. H. TAYLOR.

GOODS ARE NOT INSURED AND TRAVEL AT BUYER'S RISK.

Norfolk, Va. 189

Mr W. A. Allen

Bought of MAYER & CO.,

Manufacturers' Agents, Importers and Dealers in

RAILROAD, MILL AND STEAMBOAT SUPPLIES,

Hardware, Wrought Iron, Pipe Fittings, Bolts, Nuts and Washers, Brass Goods of all Descriptions, Bar and Boiler Iron, Oils, Tallow, Belting, Packing, Hose, Waste, &c.

4 & 6 WEST MARKET SQUARE.

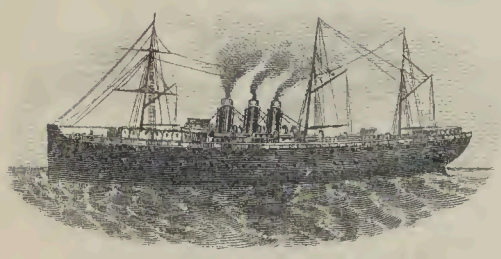
1892

Feby 25	50 lbs Boiler Compound @ 15	7 50	
26	24 — 1¼ Nipples	2 40	9 90

E. L. Mayer.
W. H. Taylor.

Goods are not insured and travel at Buyers risk.

Mr W A Allen



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OILS, TALLOW, BELTING — PACKING, HOSE, WASTE &c.

A & 6 WEST MARKET SQUARE

189

1892

Mar	5	4 Bbls Asbestos Cement	5.00	20	00	
	8	Amt of bill rend for Belt		51	90	
	14	1 Bbl W V Lub oil 51 Gal	10	5	10	
		1 " Engine " 52 Gal	20	10	40	
	16	Amt of bill rend for Belt		19	10	
	18	" " " " " Tapsetts		3	63	
	19	2-4" Circular Saws @ 35.00	70.00			
		Less 30 %	21.00	49	00	
	22	2-10" 4 ply Endless Gandy Belt 55' 4"				
		Extra for Endless	6'			
		1-10" 4 ply Ditto	26' 9"			
		Extra for Splice	3'			
			91' 1" .60	54	65	
		1 Bbl W. V. Lub oil 47 Gal	10	4	70	
	24	1-4" Deedgeon Tube Expander 85.00				
		Less 50 %	42.50	42	50	
	28	3-6"-4 ply Endless Gandy belt 69'				
		Extra for Endless	9'			
			78' .35	27	30	
	29	2 Bbls W V Lub oil 99 Gals	10	9	90	
		1 " Engine " 49 "	20	9	80	
		104 lbs White Waste	10	10	40	318 48

E. L. Mayer.
W. H. Taylor.

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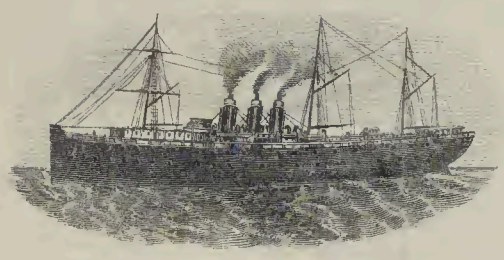
Mr. W. A. Allen



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4 & 6 WEST MARKET SQUARE

189

1892

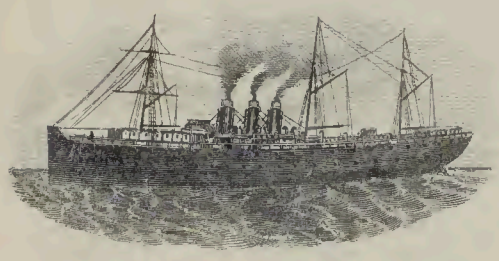
April	4	4 Steam Piston Rings with Tongues, Tongue Springs	4 75	19 00		
	5	30 lbs Boiler Compound	15	4 50		
		25 lbs Boiline	30	7 50		
	7	30 ft 6" - 4 ply Gandy Belt	35	10 50		
	15	Amt of bill rend for Belt rec'd		32 40		
	19	3 Emery Wheels 3/8 x 12	2 50	7 50		
		1 Glass for #4 Standard oiler		50		
		1 " " #3 Drew "		40		
	22	Amt of bill rend for belt		17 73		
		" " " " " Hose & Couplings		34 00		
	23	2 Glasses for #5 Standard oil cup		1 00		
		2 " " #2 Drew " "		80		
		3 " " Broughton " "		1 50		
	25	Amt of bill rend for Belt		16 28		
	28	100 ft Linen Hose 2"	45	45 00		
		2 Sets 2" Hose Couplings	2 50	5 00		
		4 - 2" Hose Clamps	40	2 40		
		2 - 2" Globe Valves, to replace Defective valves		0 00		
	30	3 - 2" Hose Pipes	3 25	9 75	215	76
May	3	1 - 2" Hose Coupling		1.25		
"	7	1 Bbl W. Va. Oil 53 Gal	10	5.30		
"		1 " Extra Engine Oil 50 Gals	25	12 50		
	9	2 - 10" 4 ply Endless Gandy Belt 46'				
		Extra for Endless	6			
			52' 60	31 20		
"	19	1 - 6" x 4 ply Endless Gandy Belt 16' 7"				
"		1 - 6" x 4 " " " " 16' 5"				
"		1 6" x 4 " " " " 13' 4"				
"		1 6" x 4 " " " " 11" 2'				
		Extra for Endless	12'			
		1 - 6" x 4 ply Gandy Belt	100			
			169' 6" 35	59.33	109	55

May	14	Telegram		25
"	19	2- 10" 4 ply Endless Sundry Belts 46'		
		Extra for Endless	6' / 52' 60	31 20
May	23	Amt Bill Rendered for Belts		47.95
"	28	1-Bbl Wm Lusi Oil 42 Galls 12		5.04
"	"	1 " Engine Oil 48 " 25		12.00
"	"	1- Bale White Waste 118 lbs 10		11.80
"	"	2½ lbs Rivets 1/4 x 1¼		38
				$218.00

E. L. Mayer.
W. H. Tayler.

Goods are not insured and travel at Buyers risk.

Mr. W. A. Allen



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4 & 6 WEST MARKET SQUARE

189

June	2	2-6" 4 ply endless Gandy belt 8'-16'				
		1-" " " " 13'2"				
		1 " " " " " 11'2"				
		Extra for Endless each 3' 12'				
		5 2'4"	35	18	32	
		2-10" 4 ply endless Gandy belt @ 4' = 48'				
		Extra for Endless 6'				
		54'	60	32	40	
	3	3 Sheets # 10 Iron 24 x 108	560	16	80	
	6	Amt of Bill rend for Belt		18	98	
	10	29 ft 6" 4 ply Gandy Belt	35	10	15	
	24	Amt of Bill rend for Belt		48	82	
		25 lbs Boilerine	30	7	50	
	30	73 ft 10" 4 ply Gandy Belt	60	43	80	196 77

E. L. Mayer.
W. H. Taylor.

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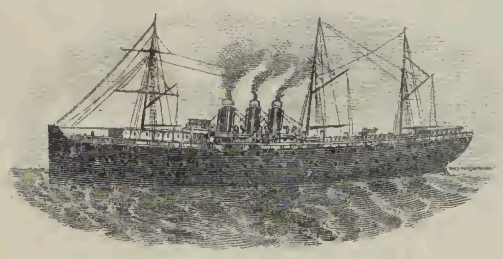
Mr. W. A. Aiken



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4 & 6 WEST MARKET SQUARE

189

July	11	2-6" 4-ply Gandy belt 23' = 46'				
		1-" " " " 16 7/12				
		1 " " " " 16 4/12				
		1 " " " " 13 2/12				
		Extra for Endless 15 / 107 1/2		35	37	48
		145 lbs Rivets 1/2 x 1 made to order		15	21	75
	18	1 Bbl W. V. Lub oil 51 1/2 gal		10	5	15
		1 " Engine oil 50 "		25	12	50
	27	4 ft Gandy Belt 12"-4 ply		65	2	60
		15 ft Lea " 6"		45	6	75
	29	To Hammering & Regrinding 2-32" Circular Saws			15	00
		Freight				42
		10 ft Double Lea Belt 10" @ 2 58	25.80			
		Less 40%	15.48		10	32
	30	Amt of Bill rend for Belt			62	50	179	47

E. L. Mayer.
W. H. Taylor.

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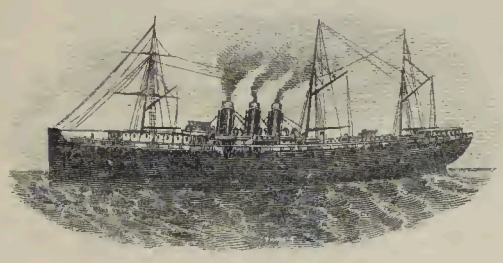
Mr W A Allen



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4 & 6 WEST MARKET SQUARE

189

Aug	16	6 ft Double Lea Belt 12"	1.50	9 00		
	22	2 lbs Belt Cement		1 50		
	24	3 - 6" - 4 ply endless Gandy belt 23' - 69'				
		3 " " " " " 11' - 33				
		2 " " " " " 16' 7" - 33' 2"				
		2 " " " " " 16' 5" - 32' 10"				
		Extra for Endless each 3' - 30				
		198'	37½	74 25		
	25	1 Bbl Engine oil 51 gal	25	12 75		
		1 " W. V. Lub " 32 "	16	5 20		
		1 Can Boilerine 25 lbs	30	7 50	110	20

E. L. Mayer
W. H. Taylor.

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Ms W. A. Allen

Norfolk, Va.

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4 & 6 WEST MARKET SQUARE

189

Sept	2	To Hammering, Grinding 2 Gauge 21" Saws			4 50		
		" " " " 33" "			8 75		
		" " " " 34" "			13 50		
	5	2 Bbls Black oil 102 Gals		10	10 20		
		1 " Engine " 52 "		25	13 00		
		50 lbs White Waste		10	5 00	54	95

E. L. Mayer.
W. H. Taylor.

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Mr W. A. Allen

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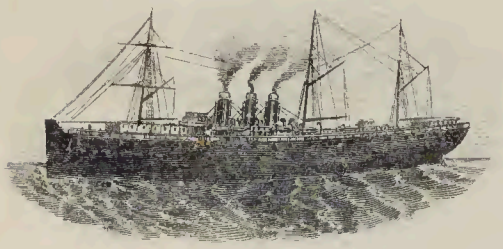

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OILS, TALLOW, BELTING — PACKING, HOSE, WASTE &c.

4 & 6 WEST MARKET SQUARE

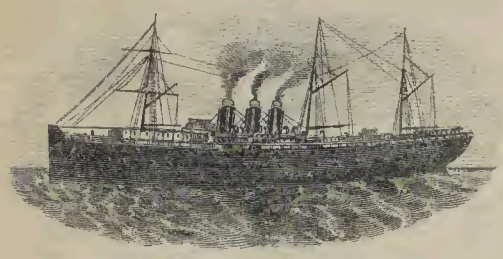
189

Nov	11	2 Bbls	W. V. Lub oil	101 gal	10	10 10	
		1 "	Engine oil	51 "	25	12 75	
	24	1 Bbl	Asbestos Cement			4 50	27 35

E. L. Mayer.
W. H. Taylor.

Goods are not insured and travel at Buyers risk.

Mr W. A. Allen



Norfolk, Va.

Bought of

MAYER & CO.

MANUFACTURERS AGENTS & IMPORTERS & DEALERS IN

RAILROAD, MILL & STEAMBOAT SUPPLIES

HARDWARE
WROUGHT IRON PIPE FITTINGS,
BOLTS, NUTS & WASHERS
BRASS GOODS
OF ALL DESCRIPTIONS,
BAR & BOILER IRON.

OILS, TALLOW, BELTING — PACKING, HOSE, WASTE &c.

4 & 6 WEST MARKET SQUARE

189

Oct	4	2-10" 4 ply Endless Gandy belt 23' = 46'				
		2-10" " " " 24' = 48'				
		Extra for Endless 3 12				
		106'	.60	63	60	
		1 Bbl Engine oil 52 Gal	25	13	00	
		1 " Winter Lub " 52 "	10	5	20	
	21	2 " W.V. Lub oil 100 Gals	10	10	00	
		1 " Engine " 50 "	25	12	50	
		25 lbs Boiler oil	30	7	50	111 80

Suffolk, Va., 189

Posted at the Court House Door on the first day of the December Term 1892

VIRGINIA.—IN VACATION: IN THE Circuit Court of Nansemond county on the 23d day of November, 1892:

Mayer & Company.....Complainants,
AGAINST
William A. Allen and others...Defendants.

IN CHANCERY.

On an Amended and Supplemental Bill—Attachment in Equity.

The object of this suit is to set aside, annul and avoid the deed of trust executed by William A. Allen and wife to William Hogencamp, trustee, dated the 25th day of August, 1891, to secure an alleged indebtedness to the Second National Bank of Jersey City, and to recover of William A. Allen the sum of $7,840.82, with interest at the rate of six per cent. per annum on $6,372.66, part thereof, from February 29, 1892; on $328.38, another part thereof, from March 31, 1892; on $215.76, another part thereof, from April 30, 1892; on $218, another part thereof, from May 31, 1892; on $196.77, another part thereof, from June 30, 1892; on $179.47, another part thereof, from July 31, 1892; on $110.20, another part thereof, from August 31, 1892; on $54.93, another part thereof, from September 30, 1892; on $111.80, another part thereof, from October 31, 1892, and on $52.85, the residue thereof, from November 30, 1892, until paid; and to subject by attachment in equity for the payment of the said debt all those certain lots or parcels of real estate adjacent to the town of Suffolk, Virginia, upon which the "Kindling-wood Factory" is located, bounded by the land of Wilbur J. Kilby, the right of way of the Seaboard and Roanoke Railroad Company and the right of way of the Suffolk Lumber Company, together with all buildings, improvements, machinery and appurtenances thereunto belonging, and also all the personal estate belonging to the said Allen now on the said premises or within the county of Nansemond.

And it appearing by affidavit that the defendants William A. Allen and Artimesia Allen, his wife; William Hogencamp, trustee, and Second National Bank of Jersey City are not residents of this State, it is ordered and the said non-resident defendants are hereby required to appear here within fifteen days after the due publication of this order and do what is necessary to protect their interests.

Teste:

A. P. GOMER, Clerk.

SHARP & HUGHES and ROBERT R. PRENTIS, p. q. no25-4w

VIRGINIA IN VACATION.—In the Circuit Court of Nansemond county, on the 22d day of August, 1892.

Mayer & Company.....Complainants,

AGAINST

William A. Allen and others...Defendants.

IN CHANCERY.

The object of this suit is to recover of William A. Allen the sum of $6,372.66 with interest thereon at the rate of six per cent. per annum from February 29, 1892, until paid; and to enforce the Mechanic's Lien for that amount filed in the Clerk's Office of the County Court of Nansemond county on the 4th day of March, 1892, against all those certain buildings, improvements and machinery, generally and familiarly known as "The Kindling Wood Factory," situated at the intersection of the Seaboard and Roanoke railroad with the railroad of the Suffolk Lumber Company, adjacent to the town of Suffolk, Virginia, together with all those certain lots or parcels of real estate upon which said kindling wood factory and appurtenances are located, which are necessary for the convenient use and enjoyment of the premises.

And it appearing by affidavit that the defendants William A. Allen and Artimesia Allen, his wife; William Hogencamp, Trustee; and Second National Bank of Jersey City, are not residents of this State, it is ordered, and the said non resident defendants are hereby required to appear here within fifteen days after the due publication of this order and do what is necessary to protect their interests.

Teste: A. P. GOMER, Clerk.

SHARP & HUGHES and
R. R. PRENTIS, p. q. au26-4t

R. R. Smith, Clerk.

Nansemond County:

CLARKE T. PARKER, Chief. au25-3t

VIRGINIA.—IN THE CIRCUIT Court of the county of Nansemond on the 22d day of August, 1893:

Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co.....Plaintiffs,

AGAINST

William A. Allen and Artimesia Allen, his wife; William Hogencamp, trustee; Second National Bank of Jersey City; James H. Bedell and Alva A. Bedell,

Defendants.

IN CHANCERY—UPON A SUPPLEMENTAL BILL.

The object of this supplemental bill is to make Alva A. Bedell a party defendant to this suit; to have the deeds executed by William A. Allen to said Bedell, dated June 6, 1893, and June 7, 1893, declared null and void so far as they may have been intended to affect the right of the complainants; to subject the property referred to in the said deeds to the payments of the debts due to the complainants; to enjoin and restrain the said Alva A. Bedell and his agents from retaining possession of the said Kindling-Wood Factory and other property referred to in said deeds, and from operating the said factory or taking the profits thereof; to secure the appointment of a receiver for the said property and its sale for the satisfaction of the debts due to the complainants, and for general relief.

And affidavit having been made and filed that the said William A. Allen and Artemesia Allen, his wife; William Hogencamp, trustee; Second National Bank of Jersey City, and Alva A. Bedell are non-residents of the State of Virginia, the said William A. Allen and Artemesia Allen, his wife; William Hogencamp, trustee; Second National Bank of Jersey City, and Alva A. Bedell are required to appear in the Clerk's office of this court within fifteen days after due publication hereof and do what may be necessary to protect their interest.

A copy—Teste:

A. P. GOMER, Clerk.

SHARP & HUGHES and ROBERT R. PRENTIS, p. q. au25-4t

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I A P Gomer Clerk of the Circuit Court of Nansemond County do certify that the above order of Publication was posted at the front door of the Nansemond County Court house on Monday the 11th day of September 1893 it being the first day of the September term of said Nansemond County Court.

Teste: A P Gomer Clerk

To the Clerk of the Circuit Court of Nansemond County:

Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co.

against

William A. Allen and Artimesia Allen, his wife; William Mogencamp, Trustee; and Second National Bank of Jersey City.—

Summons in Chancery.—

Affidavit of non-residence of all of the defendants filed.—

Issue Order of Publication.—

"The object of this suit is to recover of William A. Allen the sum of $6372.$\frac{66}{100}$ with interest thereon at the rate of six per cent per annum from February 29th. 1892, until paid; and to enforce the Mechanic's Lien for that amount, filed in the Clerk's Office of the County Court of Nansemond County on the 4th. day of March 1892, against all those certain buildings, improvements and machinery, generally and familiarly

known as "The Kindling Wood Factory", situated at the intersection of the Seaboard and Roanoke Railroad with the Railroad of the Suffolk Lumber Company adjacent to the town of Suffolk, Virginia, together with all those certain lots or parcels of real estate upon which said Kindling Wood Factory and appurtenances are located, which are necessary for the convenient use and enjoyment of the premises."

Pay $1,50 paid.
by R R Prentis, p.q.
August 22nd 1892.

Robert R. Prentis
P. Q.

Memorandum

I A P Gomer Clerk of the Circuit Court of Nansemond County do hereby Certify that the above order of publication was posted at the front door of the Court House door of Nansemond County on the 12th day of September 1892 the same day being the first day of Nansemond County Court for the September Term.

A P Gomer Clerk.

Mayer & others

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 209.

Virginia:

In the Clerk's Office of the Circuit Court of the County of Nansemond, August 22d 1893.

Thayer & Co.
against
William A. Allen and others
In Chancery
On a Supplemental Bill

Robert R. Prentis maketh oath and saith that ~~he believes that the claim of the plaintiff asserted in this suit is just, that he believes the plaintiff is entitled to or ought to recover in this action the sum of~~ the defendants William A. Allen, and Artimesia Allen, his wife; William Hogencamp Trustee; Second National Bank of Jersey City, and Alva A. Bedell, ~~(at the least), and that he believes the defendant~~ are not residents of this State. ~~and ha estate or debts owing to within the of , or is sued with a defendant residing therein.~~

Robert R. Prentis

Sworn to before me this 22d day of August 1893.

C. P. Gomer Clerk.

FORM No. 209.

Mayer & Co

vs.

Affidavit ~~for Attachment~~

~~vs.~~

~~Estate of Non-Resident.~~

Allen & C

Stationers and Printers, Richmond, Va. } Form No. 209.

In the Clerk's Office of the Circuit Court of the County of Nansemond, August 22nd. 1892.

Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co.

against

William A. Allen and Artemesia Allen, his wife; William Hogencamp, Trustee, and Second National Bank of Jersey City. —

In Chancery.

Robert R. Prentis maketh oath and saith that ~~he believes that the claim of the defendants~~ William A. Allen, Artemesia Allen, William Hogencamp, Trustee and Second National Bank of Jersey City, ~~the plaintiff asserted in this suit is just, that he believes the plaintiff is entitled to or ought to recover in this action the sum of~~

~~(at the least), and that he believes the defendant~~ are not residents of this State, ~~and ha— estate or debts owing to~~ ~~within the~~ ~~of~~ ~~, or is sued with a defendant residing therein.~~

Robert R. Prentis

Sworn to before me this 22nd. day of August 1892.

C. D. Gomer Clerk.

FORM No. 209.

Meyer & Co

vs.

Affidavit for Attachment
vs.
Estate of Non-Resident.

W A Allen & others,

Affidavit entered
the 22nd day August 1892
A P Gomez Clerk

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON William A. Allen and Artemesia Allen his wife; William Hogencamp Trustee; Second National Bank of Jersey City; James H. Bedell and Alva A. Bedell

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the First Monday in September 1893, to answer a Supplemental Bill in Chancery, exhibited against them in the said Court by Walter H. Taylor and Eugene L. Mayer Merchants and partners trading as Mayer & Co

and have then and there this summons.

WITNESS, A. P. GOMER, Clerk of our said Court, at his office, this 22nd day of August 1893, in the 118th year of the Commonwealth.

Teste:

A. P. Gomer Clerk.

Executed this the 24th day of August 1893 by delivering a true copy of the within Summons to Wm Hagan Camp Trustee & James H Budd in person others not found

R E Norglin Depy
for Att'l Baker Shff

Recorded
Circuit Court
Record Book
No 2 Page 83

Mayer & Co
vs
Wm Hagan Camp
&
William H Allen
others

1893
September Rules
First Monday

Levied on the following real estate of the defendant William A. Allen to wit: All those certain lots or parcels of real estate adjacent to the town of Suffolk , Virginia, upon which the "Kindling Wood Factory" is located, bounded by the land of Wilbur J. Kilby, the right of way of the Seaboard and Roanoke Railroad Company, and the right of way of the Suffolk Lumber Company, being all the real estate which was conveyed to William A. Allen, in two parcels, by Wilbur J. Kilby and wife, by two separate deeds, one of which is dated January 1st. 1886 and was recorded in the Clerk's Office of Nansemond County, February 4th. 1886, (See Deed Book No. 16, page 105), and the other of which is dated November 28th. 1890, and was recorded in the Clerk's Office of Nansemond County June 12th. 1891 ~~(See Deed Book No. 23, page 172) together with all buildings~~ (see Deed Book No. 25 page 13) together with all buildings improvements, machinery and appurtenances thereunto belonging, and also all the personal estate belonging to said Allen and now on the said premises; and also by delivering a true copy of this summons and this attachment to the defendant James H. Bedell in person, and I also summoned the said James H. Bedell to appear before the Circuit Court of Nansemond County on the first day of the April Term 1893 and disclose on oath what effects of the defendant William A. Allen he has in his hands, this 22nd. day of November, 1892.

William A. Allen, Artimesia Allen, William Hogencamp, Trustee, and Second National Bank of Jersey City, not found.—

A H Baker Sheriff

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON William A. Allen and Artimesia Allen, his wife; William Hoyencamp Trustee; Second National Bank of Jersey City; and James H. Bedell

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 1892, to answer an Amended and Supplemental Bill in Chancery, exhibited against them in the said Court by Walter H. Taylor and Eugene L. Mayer Merchants and partners trading as Mayer & Co.

and have then and there this summons.

WITNESS, A. P. GOMER, Clerk of our said Court, at his office, this 22nd day of November 1892, in the 117th year of the Commonwealth.

Teste:

A. P. Gomer Clerk.

To the Sheriff of Nansemond County:

"You are hereby ordered to attach the following property, to wit: All those certain lots or parcels of real estate adjacent to the town of Suffolk, Virginia, upon which the "Kindling Wood Factory" is located, bounded by the land of Wilbur J. Kilby, the right of way of the Seaboard and Roanoke Railroad Company, and the right of way of the Suffolk ~~and~~ Lumber Company, being all the real estate which was conveyed to William A. Allen in two parcels by Wilbur J. Kilby and wife, by two separate deeds one of which is dated January 1st. 1886. and was recorded in the Clerk's Office of Nansemond County February 4th 1886. (See Deed Book No 16. page 105) and the other of which is dated November 28th. 1890. and was recorded in the Clerk's Office of Nansemond County June 12th 1891. (See Deed Book No 25. page 13) together with all buildings, improvements, machinery and appurtenances thereunto belonging, and also all the personal estate belonging to the said Allen and now on the said premises, and also any other estate of the said William A. Allen in Nansemond County and also any other estate of William A. Allen whether in his own hands or in the hands of other defendants for the satisfaction of the claim of Mayer Leo. against the said William A. Allen for seven thousand eight hundred and forty dollars and eighty two cents, with interest at the rate of six per cent per annum on $6372.66. part thereof from February 29. 1892, on $328.38 another part thereof from March 31. 1892 on $215.76 another part thereof from April 30. 1892 on $218. another part thereof from May 31. 1892 on $196.77 another part thereof from June 30th 1892 on $179.47 another part thereof from July 31. 1892. on $110.20 another part thereof from August 31. 1892 on $54.43 another part thereof from September 30. 1892 on $111.80 another part thereof from October 31. 1892 and on $52.85. the residue thereof from November 30. 1892 until paid and so to provide that the said estate so attached may be forthcoming and liable to further proceedings thereon to be had before our Circuit Court of Nansemond County in the first day of April term 1893.

James H. Bedell having been designated as a person having in his possession effects of the defendant William A. Allen is required to appear before the Circuit Court of Nansemond County in the first day of the April Term 1893 and disclose on oath what effects of the defendant William A. Allen he has in his hands."

Teste: A. P. Gomez Clerk.

Mayer Leo
vs for Chancery
Amend. Suppl. Bill
William A. Allen et al

1892
December Rules
First Monday.

Process Book No 2. pg 68.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON William A. Allen and Artemesia Allen his wife; William Hogencamp Trustee; Second National Bank of Jersey City; James H Bedell and Alva A Bedell

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the First Monday in September 1893, to answer a Supplemental Bill in Chancery, exhibited against them in the said Court by Walter H Taylor and Eugene L Mayer Merchants and partners trading as Mayer & Co

and have then and there this summons.

WITNESS, A. P. GOMER, Clerk of our said Court, at his office, this 22nd day of August 1893, in the 118th year of the Commonwealth.

Teste:

A. P. Gomer Clerk.

A Copy for
Artemesia Allen

Not Found

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON William A. Allen and Artemesia Allen his wife; William Hogencamp Trustee; Second National Bank of Jersey City; James H. Bedell and Alva A. Bedell

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the First Monday in September 1893, to answer a Supplemental Bill in Chancery, exhibited against them in the said Court by Walter H. Taylor and Eugene L. Mayer Merchants and partners trading as Mayer & Co.

and have then and there this summons.

WITNESS, A. P. GOMER, Clerk of our said Court, at his office, this 22nd day of August 1893, in the 118th year of the Commonwealth.

Teste:

A. P. Gomer Clerk.

A Copy for
Second National
Bank of Jersey City

Not found

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON William A. Allen and Artemesia Allen his wife; William Hogencamp Trustee; Second National Bank of Jersey City; James H. Bedell and Alva A. Bedell

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the First Monday in September 1893, to answer a Supplemental Bill in Chancery, exhibited against them in the said Court by Walter N. Taylor and Eugene L. Mayer Merchants and partners trading as Mayer & Co.

and have then and there this summons.

WITNESS, A. P. GOMER, Clerk of our said Court, at his office, this 22nd day of August 1893, in the 118th year of the Commonwealth.

Teste:

A. P. Gomer Clerk.

A Copy for
William A Allen

Not found

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON William A. Allen and Artemesia Allen his wife; William Hogencamp Trustee; Second National Bank of Jersey City; James H. Bedell and Alva A. Bedell

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the First Monday in September 1893, to answer a Supplemental Bill in Chancery, exhibited against them in the said Court by Walter H. Taylor and Eugene L. Mayer Merchants and partners trading as Mayer & Co.

and have then and there this summons.

WITNESS, A. P. GOMER, Clerk of our said Court, at his office, this 22nd day of August 1893, in the 118th year of the Commonwealth.

Teste:

A. P. Gomer Clerk.

A Copy for
Alva A Bedell

Not found

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON William A Allen and Artemesia Allen his wife, William Hogencamp Trustee and Second National Bank of Jersey City

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 1st Monday in September 1892, to answer a Bill in Chancery, exhibited against them in the said Court by Walter H Taylor and Eugene L Mayer Merchants and partners trading as Mayer & Co

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 22nd day of August 1892, in the 117th year of the Commonwealth.

Teste:

A P Gomer Clerk.

R R Prentis p.g

Mayer & Co
vs } H Chauncey
William A Allen & others

1892
September Rules
First Monday

Nansemond Circuit Cont.
Process Book No 2 Page 69

To the Clerk of the Circuit Court of Nansemond County/
Wal

To the Clerk of the Circuit Court of Nansemond County

Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co. Complainants.

Against----- ----------In Chancery

William A. Allen and Artimesia Allen, his wife; William Hogencamp, Trustee; Second National Bank of of Jersey City, and James H. Bedell. Defendants.

Summons in Chancery to answer Amended and Supplemental Bill. Attachment in Equity.

Endorse on the Chancery Summons

"To the Sheriff of Nansemond County-

You are hereby ordered to attach the following property, to wit: All those certain lots or parcels of real estate adjacent to the town of Suffolk, Virginia, upon which the "Kindling Wood Factory" is located, bounded by the land of Wilbur J. Kilby, the right of way of the Seaboard and Roanoke Railroad Company, and the right of way of the Suffolk Lumber Company, being all the real estate which was conveyed to William A. Allen, in two parcels, by Wilbur J. Kilby and wife, by two separate deeds, one of which is dated January 1st. 1886, and was recorded in the Clerk's Office of Nansemond County February 4th. 1883 (See Deed Book No. 16, page 105), and the other of which is dated November 28th. 1890, and was recorded in the Clerk's Office of Nansemond County June 12th. 1891 (See Deed Book No. 25, page 13) together with all buildings, improvements, machinery and appurtenances thereunto belonging, and also all the personal estate belonging to the said Allen and

now on the said premises, and also any other estate of the ~~xxd~~ said William A. Allen in Nansemond County, and also any other estate of William A. Allen, whether in his own hands, or in the hands of other defendants, for the satisfaction of the claim of Mayer & Co. against the said William A. Allen for Seven thousand eight hundred and forty dollars and eighty two cents, with interest at the rate of six per cent per annum on $6372.66 part thereof from February 29, 1892, on $328.38 another part thereof from March 31/ 1892, on $215.76 another part thereof from April 30, 1892, on $218. another part thereof from May 31, 1892, on $196.77 another part thereof from June 30, 1892, on $179.47 another part thereof from July 31, 1892, on $110.20 another part thereof from August 31, 1892, on $54.93 another part thereof from September 30, 1892, on $111.80 another part thereof from October 31, 1892, and on $52.85 the residue thereof from November ~~17~~ 30, 1892, until paid, and so to provide that the said estate so attached may be forthcoming and liable to further proceedings thereon to be had before our Circuit Court of Nansemohd County on the first day of April Term 1893.

James H. Bedell having been designated as a person having in his possession effects of the defendant William A. Allen is required to appear before the Circuit Court of Nansemond County on the first day of ~~the~~ April Term 1893, and disclose on oath what effects of the defendant William A. Allen he has in his hands.

Teste,

Clerk.

When Attachment has been returned issue Order of Publication.

The object~~s~~ of this suit ~~are~~ is to set aside, annul and avoid the deed of trust executed by William A. Allen and wife , ~~on~~ to William Hogencamp Trustee, dated the 25th. day of August ~~18~~ 1891, to secure an alleged indebtedness to the Second National Bank of Jersey City; and to recover of William A. Allen the sum of $7840.82, with interest at the rate of six per cent per annum on $6372.66 part thereof from February 29, 1892, on $328.38 another part thereof, from March 31, 1892, on $215.76 another part thereof, from April 30, 1892, on $218. another part thereof from May 31, 1892, on $196.77 another part thereof from June 30, 1892, on $179.47 another part thereof from July 31, 1892, on $110.20 ~~fxx~~ another part thereof, from August 31, 1892, on $54.93 another part thereof from September 30, 1892, on $111.80 another part thereof from October 31, 1892, and on $52.85 the residue thereof from November 30, 1892, until paid; and to subject by attachment in equity for the payment of the said debt all those certain lots or parcels of real estate adjacent to the town of Suffolk, Virginia, upon which the "Kindling Wood Factory" is located, bounded by the land of Wilbur J. Kilby, the right of way of the Seaboard and Roanoke Railroad Company, and the right of way of the Suffolk Lumber Company, together with all buildings, improvements, machinery and appurtenances thereunto belonging, and also all the personal estate belonging ~~to~~ the said Allen now on the said premises, or within the County of Nansemond.

Sharp & Hughes,
Robert R. Prentis,
P.Q.
November 22. 1892

Mayer & Co.
vs
Allen, et al

Memorandum of
endorsement on
Summons & O.P.

Virginia,
IN VACATION:- In the Circuit Court of Nansemond County;# on the 22nd. day of August 1892:-

Mayer & Co. — Complainants.

against

William A. Allen and others — Defendants.

In Chancery.

The object of this suit is to recover of William A. Allen the sum of $6372.66 with interest thereon at the rate of six per cent per annum from February 29th. 1892, until paid; and to enforce the Mechanic's Lien for that amount filed in the Clerk's Office of the County Court of Nansemond County on the 4th. day of March 1892, against all those certain buildings, improvements and machinery, generally and familiarly known as "The Kindling Wood Factory", situated at the intersection of the Seaboard and Roanoke Railroad with the Railroad of the Suffolk Lumber Company, adjacent to the town of Suffolk, Virginia, together with all those certain lots or parcels of real estate upon which said Kindling Wood Factory and appurtenances are located, which are necessary for the convenient use and enjoyment of the premises.

And it appearing by affidavit that the defendants William A. Allen, and Artimesia Allen, his wife; William Hogencamp, Trustee; and Second National Bank of Jersey City, are not residents of this State, it is ordered, and the said non resident defendants are hereby required to appear here within fifteen days after the due publication of this order and do what is necessary to protect their interests. ~~And that this order be published once a week for four successive weeks in the Suffolk~~

Teste:-

L. P. Gomez Clerk
Circuit Court Nansemond Co.

Sharp & Hughes
Robert R. Prentis
p. q.

VIRGINIA,

Circuit Court of the County of Nansemond.

Mayer & Co.

v.

WilliamAAllen and others

In Chancery.

Eugene L Mayer, of and for the firm of Mayer & Co. maketh oath and saith, that he believes the claim for which the above entitled suit is instituted, to be just; that he, the affiant, believes that Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer & Co., are entitled to and ought to recover in said suit (at the least) Seven thousand-eight-hundred and forty dollars and eighty two cents, with interest at the rate of 6 per cent per annum on $6372.66 part thereof from February 29, 1892, on$328.38 another part thereof from March 31, 1892, on $215.76, another part thereof from April 30 1892, on $218.00, another part thereof from May, 31,1892, on $196.77 another part thereof from June 30, 1892, on $179.47 another part thereof from July 31, 1892, on $ 110.20, another part thereof from August 31, 1892, on $ 54. 93, another part thereof from September 30, 1892, on $ 111.80 another part thereof from October 31, 1892, and on $52.85 the residue thereof from November 30, 1892, until paid;that the said sum of $52.85, is not yet payable but will be payable November 30,1892 and that to the best of his belief, the defendant, William A. Allen, is not a resident of this State, and has ~~an~~ estate within the County of Nansemond, to-wit;

All those certain lots or parcels of real estate adjacent to the Town of Suffolk, Virginia, upon which the "Kindling Wood Factory" is ~~situated~~ located, bounded by the land of Wilbur J. Kilby, the right of way of the Seaboard & Roanoke Railroad Company, and the right of way of the Suffolk Lumber Company, being all the real estate which was conveyed to William A. Allen, in two parcels, by Wilbur J. Kilby and wife, by two separate deeds, one of which is dated January 1st.,1886, and was recorded in the the Clerks Office of Nansemond County, February 4th.,1886,(see Deed Book No. 16,page 105), and the other of which is dated November 28th.,1890, and was recorded in the Clerk's Office of Nansemond County June 12th. 1891 (see Deed Book No.25,page 13) together with all buildings, improvements, machinery and appurtenances thereunto belonging, and also all the personal estate blonging to said Allen and now on the said premises; and that the defendants William Hogencamp Trustee and the Second National Bank, of Jersey City, are not residents of the State of Virginia.

Eugene L. Mayer

Subscribed and sworn to before me by Eugene L. Mayer, in the Corporation of Norfolk City, Virginia, this 21st, day of November, 1892.

Robt. M. Hughes

Notary Public.

Know all men by these presents that we Mary S Darden Annie J Webb and Mary Allen Prentis of Suffolk Virginia do hereby constitute and appoint Robert R Prentis our true and lawful attorney in fact for us and in our names to sign execute and deliver, as securities for the Special Commissioner in the Chancery Cause of Mayer & Co Vs W A Allen and others the bond in the penalty of $20,000 required by decree of the Circuit Court of Nansemond County — And we hereby ratify and approve all that our said Attorney in fact may lawfully do pursuant to this power.

Witness our hands and seals this 4th day of April 1894.

Mary S Darden (Seal)
Annie J Webb (Seal)
Mary Allen Prentis (Seal)

State of Virginia
County of Nansemond to wit.

This day Mary S Darden, Annie J Webb and Mary Allen Prentis personally appeared before me and made oath that after the payment of their just debts and those for which they are bound as Security, their estates when combined are worth the sum of twenty thousand dollars. Given under my hand this 4th day of April 1894.

A Copy Teste:
C. L. Gomey Clerk

C H Causey Jr
Notary Public

Know all men by these presents that we Chas E Holland and W H Jones Jr of Suffolk Virginia, do hereby ~~constitute~~ and appoint E E Holland our true and lawful Attorney in fact, for us and in our names to sign execute and deliver as securities for the Special Commissioner in the Chancery cause of Mayer Ecc vs W A Allen and others, the bond in the penalty of $20000 required by decree of the Circuit Court of Nansemond County, and we hereby ratify and approve all that our said Attorney in fact may lawfully do pursuant to this power. Witness our hands and seals this the 5th day of April 1894 Chas E Holland (seal)
Wm H Jones Jr. (seal)

State of Virginia
County of Nansemond to wit:
This day Charles E Holland and Wm H Jones Jr personally appeared before me and made oath that after the payment of their just debts, and those for which they are bound as security, their estates when Combined are worth the sum of twenty thousand dollars. Given under my hand this the 5th day of April 1894.

A Copy
Teste:
L. P. Gomey Clerk

Charles W Jenkins
Notary Public

5

Know All Men by These Presents, That we E E Holland Robert R Prentis Mary S Darden Annie J Webb Mary Allen Prentis Charles E Holland and William H Jones Jr

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of Twenty thousand DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, 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 waive the benefit of our exempton as to this obligation, and also waive any claim or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this 5th day of April in the year of our Lord one thousand eight hundred and ninety-ninety four and in the 118th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas by a decree of the Circuit Court of Nansemond County Virginia in Vacation pronounced on the 21st day of March 1894 in the Chancery cause pending in said Court between Mayer & Co plaintiffs and William A Allen and others defendants, it was decreed that the parcels of land mentioned in said decree on which the "Kindling Wood Factory" is located be sold and the said E E Holland and Robert R Prentis were appointed special Commissioners to sell the same and were required before proceeding to sell the same to execute a bond in the penalty of twenty thousand dollars with good personal security payable to the Commonwealth of Virginia and conditioned for the faithful discharge of their duties under said decree and all other decrees they may be required to execute in said cause; Now therefore if the said E E Holland and Robert R Prentis shall faithfully discharge their duties as Special Commissioners aforesaid under the said decree and all other decrees they may be required to execute in said cause then the above obligation is to be void; otherwise it is to remain in full force and effect

E E Holland SEAL

Robert R Prentis SEAL

Mary S Darden by Robert R Prentis atty in fact SEAL

Annie J Webb by Robert R Prentis atty in fact SEAL

Mary Allen Prentis by Robert R Prentis atty in fact SEAL

Chas E Holland Seal by E E Holland atty in fact

Wm H Jones Jr Seal by E E Holland atty in fact

In the office of the Clerk of the Circuit Court of Nansemond County, on the 5th day of April 1894

The above bond was executed and acknowledged by the obligors (the sureties justifying on oath as to their sufficiency) and recorded.

Teste: L. P. Gomey CLERK.

A Copy Teste: L. P. Gomey Clerk

E. E. Holland &
R. R. Prentis
Pd Spec Commr
Bond

The Commonwealth

1894
April 5th.

A copy

Recorded in Circuit-
Court Bond Book
No 1. Page 68.

Mayer & Co.

v.

Allen and others.

To E. E. Holland Esquire, Counsel for the defendants, William A. Allen and Artimesia Allen, his wife; William Hogencamp, Trustee, Second National Bank of Jersey City; James H. Bedell and Alva A. Bedell; and to Jerome Moltz, purchaser:

Please take notice that we shall on Friday, May 25th. 1894, at Norfolk, Virginia, move the Honorable Chandler W. Hill, Judge of the Circuit Court of Nansemond County, Virginia, to make an order confirming the sale of the W. A. Allen Kindling Wood Factory property, made to Jerome Moltz, by E. E. Holland and Robert R. Prentis, Special Commissioners, on May 8th. 1894, pursuant to the decree of the Circuit Court of Nansemond County in the Chancery cause of Mayer & Co. v. Allen and others, March 21st. 1894; and in case the said sale is confirmed to make all such other orders as may be necessary to carry the same into effect.

Respectfully,

Mayer & Co.

by Robert R. Prentis, Counsel.

We severally acknowledge legal and sufficient service of this notice.

E. E. Holland

Counsel for Defendants

Robert R. Prentis

Counsel for Jerome Moltz

purchaser.

Robert D. Whitehorn — Suffolk, Va.
Arthur J. Murphy — June 20th 1893.
Mr. W. A. Allen

To Suffolk Iron Works, Dr.

Whitehorn & Murphy, Proprietors.
Manufacturers of Engines and Boilers.
Repairing of all kinds at Short Notice.
Iron and Brass Castings and Forgings.

1893		1893	
May 27	To Machist 1 hr Plainer on Brass		60
29	" " 7½ hrs in Norfolk to get Boiler Mkers	2	63
	" Boiler Makers & helper 5 hrs on tools & Traveling	5	00
30	" Mchist 2 hrs Vice at Mill		70
	" " 2½ " Lathe on Pulley	1	50
	" Boiler Mkers & helper 10 hrs on Boilers	10	00
31	" Mchist 1 hr at Mill		35
	" " 5 hrs Lathe on arbors	3	00
	" Boiler Mkers & helper 10 hrs on Boiler	10	00
	" " " " 3 " " " (Extra time)	3	00
June 1	" Machst 6½ hrs Shaper on Brasses	3	90
	" " 4 " Lathe & Drill on arbors	2	40
	" " 2 " Vice on Riveting Bar & Brasses		70
	" " 5 " " " Arbors	1	75
	" Boiler Mkers & helper 10 hrs on Boiler	10	00
	" 20 ℔ Brasses 7.00 4 - 5/8 x 1" set screws .40	7	40

	" 3 ℔ Iron		09
2	" Mchst 4 1/2 hrs Vice on Arbors &c	1	58
	" " 5 " in Nfk after Patches	1	75
	" " 8 " Lathe & Shaper on Brasses & Arbors	4	80
	" Boiler Mkers & helper 10 hrs on Boiler	10	00
	" " " " " " " " (Extra time)	11	00
3	" Mchst 4 hrs Lathe & Shaper on Brasses	2	40
	" " 6 " Vice " " & at Mill	2	10
	" Boiler Mkers & helper 10 hrs on Boiler	10	00
4	" 44 ℔ Rivets (3.52) 55 ℔ Boiler Plate (3.85)	7	37
	" 1/2 hrs Smith & helper on Holding on Bar		40
	" Fare of Men Express &c	5	75
	" Board for Men	11	25
		131	42

Virginia:

In the Clerk's Office of the County Court for the County Nansemond, on the 21st (twenty-first) day of June, in the year 1893 Robert D. Whitehorn and Arthur J. Murphy doing business under the firm name of Whitehorn and Murphy Proprietors of the Suffolk Iron Works, and both being Mechanics of the county of Nansemond and state aforesaid, files this their claim for the payment

of One hundred and thirty-one dollars and forty-two cents $131.42 against all that certain lot of land and the machinery thereto annexed and thereupon situated (including steam boilers engines and other machinery of various descriptions), which said lot of land and machinery is situated on the north side of the Seaboard and Roanoke Railroad and lies near the corporate limits of the town of Suffolk, and is commonly known as the Kinding Wood factory; which said property was formerly owned by W. A. Allen but which said property was conveyed by said W. A. Allen to Alva A. Bedell by deed of bargain and sale and Bill of sale duly recorded in the Clerks Office as aforesaid on June the ninth, and on June the twelfth 1898 and recorded respectively in Deed Book No. 26 page 426 and Deed Book No. 26 page 421. The said sum of One hundred and thirty one dollars and forty-two cents, being a debt contracted for work, to wit: Mechanics Work performed in repairing engines Steam Boilers and machinery in general as above described and situate upon and permanently attach-

ed to the property above described, and constituting a part of said property, and also being a debt contracted for materials furnished in and about and for the completion of said repairs. Which said repairs were done at the instance and at the request of said W. A. Allen who was as aforesaid the owner of or the reputed owner of the said property as above described, and also at the request and at the instance of the agent of the said Allen and also at the request and at the instance of the agent of the owner of said property: the said Robert D. Whitehorn and Arthur J. Murphy the Mechanics as aforesaid further stipulate that they were the general contractors for the repaving as above described and for which they hereby assert this their lien, and that said repaving was ~~w~~ done in and about the premises as aforesaid and was, completed within thirty days next before the filing of this claim. And the said Robert D. Whitehorn and Arthur J. Murphy doing business the firm name of Whitehorn and Murphy

Proprietors of the Suffolk Iron Works claim to have a lien on the said property as above mentioned and described including the engines Steam boilers and Machinery in general in and about which said repairs were done and upon the lot of land and buildings thereon situate, from the commencement thereof, for the sum aforesaid, according to the statute in such case made and provided; and the said claimants hereto annexes a bill of particulars of the amount of the said debt, showing the nature and kind of work done, the kind and amount of materials furnished, and the time when the said work and materials were done and furnished. Witness Our Hands The Day And Year First Above Written

Robt. D. Whitehorn
Arthur J. Murphy

Virginia -
County of Nansemond to wit -
I Raleigh C. Crumpler a Notary Public in and for the County and State aforesaid do certify that Robert D. Whitehorn and Arthur J. Murphy whose

names are signed to the writing hereto annexed, have personally appeared before me and made oath that the statements therein contained are true and that the bill of particular hereto annexed is true and correct.

Given under my hand this 21st day of June 1893.

Raleigh C. Crumpler
Notary Public.

Virginia:

In the Clerk's Office of Nansemond County Court the 21st day of June 1893. This account and claim of Mechanics Lien was this day filed in my said Office with the Certificate annexed and admitted to record.

Teste:
R. R. Smith Clerk
By A. P. Gomer D.C.

A Copy
Teste: R. R. Smith Clerk

Suffolk Iron Works
vs } Mechanic's Lien
W. A. Allen

A Copy

Fee $1.25

Suffolk, Va., November 22nd. 1894.

Mayer & Co.

v.

W. A. Allen and others

To the Circuit Court of Nansemond County:-

The undersigned Special Commissioners in the above entitled cause beg leave to report that the purchaser, Jerome Moltz, has paid the residue of the purchase money for the property bought by him under decree in this cause, and the same has been conveyed to him by deed with special warranty.

The whole of the fund under the control of the Court in this cause has been distributed in obedience to decrees heretofore entered, as indicated in statement below:

STATEMENT.

1894 Nov 16	Cash collected of Jerome Moltz in full of bond for last deferred payment for the Kindling Wood Factory, principal and interest		$2473.20
Nov 19	By cash of Farmers Bank of Nansemond in full of Certificate of Deposit, principal and interest		177.85
Nov 20	Paid Mayer & Co. in full settlement of their claim v. William A. Allen	$2453.37	
	Paid R.H.Rawles Counsel for R.D.Whitehorn in full	30.	
	Paid for deed to purchaser	10.	
	Paid A. P. Gomer, Clerk, fees,	2.50	
	Paid E. E. Holland counsel for Alva A. Bedell balance of the fund	155.18	
		$2651.05	$2651.05

Vouchers for all disbursements are herewith returned.

Respectfully submitted,

E. E. Holland

Robert R. Rawles

Special Commissioners.

Mayer & Co. Debt

Amount adjudicated by decree of March 21st. 1894		
Principal $7840.84 Interest to Nov. 15. 1893 $774.68	$8615.52	
Interest to June 2, 1894	25.44	
	8871.96	
1894 June 2. Credit	4078.74	
	4793.22	
Interest to August 17, 1894	59.91	
	4853.13	
1894 August 17. Credit	2437.20	
	2415.93	
Interest to Nov. 20, 1894	37.44	
Balance		$2453.37

1894 November 20th.

$2453.37/100 Received of E. E. Holland and Robert L. Dennis, Special Commissioners in the chancery cause of Mayer & Co. v. W. A. Allen and others the sum of Two thousand four hundred and fifty three 37/100 dollars in full and final settlement of the debt adjudicated to be due to us by William A. Allen, by decree entered March 21st. 1894.

Witness:
A. J. Hall.

Mayer & Co
By E. L. Mayer

Suffolk, Va. November 20, 1894.

Received of E. E. Holland and Robert R. Prentis, Special Commissioners in the chancery cause of Mayer Bro. v. W. A. Allen and others, the sum of Thirty dollars in full and final settlement of the claim of R. D. Whitehorn against W. A. Allen, asserted in the petition filed in the said cause December 12, 1893, paid to me by authority of decree entered October 10, 1894.

$30.—

R. D. Whitehorn
R. H. Rawls Counsel

ROBERT R. PRENTIS.

SUFFOLK, VA., November 22, 1894

Received of E. E. Holland and Robert R. Prentis Special Commissioners in the chancery cause of Mayer & Co. v. W. A. Allen & others the sum of One hundred and fifty-five $\frac{18}{100}$ dollars ($155.) the residue of the fund under the control of the Court in the said cause, paid pursuant to decree of May 25. 1894

$155.$\frac{18}{100}$

E. E. Hall and
Alva A. Bedell
Atty for ~~W. A. Allen & others~~

Nov. 22, 1894

Received of E. E. Holland and Robert R. Prentis, Special Commissioners, Two $\frac{50}{100}$ dollars in full settlement of ~~my~~ fees in the cause of Mayer & Co. v. Allen and others, including the final decree to be entered. –

$2.$\frac{50}{100}$

A. P. Gomer Clerk

Mayor &c.

vs.

Final Report of Spec. Comrs

Wm A. Allen &c.

1894 Nov 28th Filed
S. G. Gomez clerk

PUBLIC SALE

OF THE W. A. ALLEN

KINDLING-WOOD FACTORY!

By authority of a decree of the Circuit Court of Nansemond county pronounced on the 21st day of March, 1894, in the chancery cause of Mayer & Co. v. Allen and others, we shall offer for sale at public auction, on the premises,

ON TUESDAY, MAY 8th, 1894,

at 12 o'clock M., all those certain lots or parcels of real estate adjacent to the town of Suffolk, Va., upon which the "Kindling-Wood Factory" is located, bounded on the north and west by the right of way of the Suffolk Lumber Company, on the east by the land of Wilbur J. Kilby, and on the south by the right of way of the Seaboard and Roanoke Railroad Company, together with all the buildings, improvements, machinery, tools and appurtenances thereunto belonging, and all other personal estate found on the said premises which now or formerly belonged to William A. Allen, which were levied on under the attachment which was levied the 22d day of November, 1892.

TERMS.—One-half of the purchase money will be required in cash, and the residue thereof in two equal instalments, payable in three and six months from the day of sale, the deferred payments to be evidenced by the bonds of the purchaser, bearing interest from the day of sale.

E. E. HOLLAND,

ROBERT R. PRENTIS,

SPECIAL COMMISSIONERS.

I, A. P. Gomer, Clerk of the Circuit Court of Nansemond county, do hereby certify that the bond required of the above named special commissioners by the decree of the Circuit Court above referred to has been given with sureties approved by me.

Given under my hand this 5th day of April, 1894.

A. P. GOMER, Clerk.

Sold this 8th day of May 1894 to Jerome Molloy for for $9600 as G D Parker Cirv

VIRGINIA IN VACATION.—In the Circuit Court of Nansemond county, on the 22d day of August, 1892.

Mayer & Company.....Complainants,
AGAINST
William A. Allen and others...Defendants.

IN CHANCERY.

The object of this suit is to recover of William A. Allen the sum of $6,372.6[illegible] with interest thereon at the rate of six per cent. per annum from February 29, 1892, until paid; and to enforce the Mechanic's Lien for that amount filed in the Clerk's Office of the County Court of Nansemond county on the 4th day of March, 1892, against all those certain buildings, improvements and machinery, generally and familiarly known as "The Kindling Wood Factory," situated at the intersection of the Seaboard and Roanoke railroad with the railroad of the Suffolk Lumber Company, adjacent to the town of Suffolk, Virginia, together with all those certain lots or parcels of real estate upon which said kindling wood factory and appurtenances are located, which are necessary for the convenient use and enjoyment of the premises.

And it appearing by affidavit that the defendants William A. Allen and Artimesia Allen, his wife; William Hogencamp, Trustee; and Second National Bank of Jersey City, are not residents of this State, it is ordered, and the said non resident defendants are hereby required to appear here within fifteen days after the due publication of this order and do what is necessary to protect their interests.

Teste: A. P. GOMER, Clerk.

SHARP & HUGHES and
R. R. PRENTIS, p. q. au26-4t

Office of The Herald.

Suffolk, Va., Sep 23 1892

I hereby certify that the order of which the annexed is a copy has been published in THE SUFFOLK HERALD in the manner prescribed by law==once a week for four successive weeks. To Wit, Aug 26 – Sep 2nd Sep 9 & 16th 1892

J. E. Brother

Editor Herald.

Adv Cost 6.00

Suffolk, Va., August 17. 1894.

Mayer & Co.

v.

W. A. Allen and others.

To the Circuir Court of Nansemond County:

The undersigned Special Commissioners, in the above entitled chancery cause, beg leave to report the following receipts and disbursements:

Receipts

1894 May 16.	By cash payment from Jerome Moltz for Kindling Wood Factory			$4800.00
Aug. 17.	By cash of Jerome Moltz in full of bond for 1st. deferred payment on Kindling Wood Factory			
	Principal	$2400.00		
	Interest	37.20		2437.20

Disbursements

1894 June 2.	To cash paid costs of suit, to wit:			
	A. P. Gomer Clerk of the Circuit Court	$14.26		
	R. R. Smith Clerk of the County Court	6.50		
	A. H. Baker, Sheriff	1.00		
	W. J. Kilby Comr. in Chy.	250.00		
	J. E. Booker orders of Pub	22.00		
	Robert R. Prentis, Attys fee and tax	16.50	$310.26	
	To cash paid expenses of sale to wit			
	J. E. Booker advertising	$10.00		
	George T. Parker, crier	25.00		
	Commissions on sale	201.00	236.00	
	To cash paid Mayer & Co. on account of their claim v. W. A. Allen		4078.74	
	To cash deposited in Farmers Bank of Nansemond per decree of May 25. 1894. Certificate of deposit		175.00	
Aug. 17.	To Cash paid Mayer & Co. on account of their claim V. W. A. Allen		2437.20	
			$7237.20	$7237.20

Vouchers for all disbursements and the certificate of deposit for $175.00 above referred to are herewith returned.

Respectfully submitted,

E. E. Hazard

Robert R. Prentis

Special Commissioners.

June 2nd. 1894.

RECEIVED of E. E. Holland and Robert R. Prentis, Special Commissioners in the Chancery cause of Mayer & Co. against W. A. Allen and others the sums of money set opposite our respective names for the costs of the said suit, and the expenses sale of the property sold by authority of decrees entered in the said suit.

C. of Deposit $175.

A S B Baker Sheriff $1,09

A P Gomer Clerk Cir Ct $14.26

Wilbur J. Kilby, Comr. in Chy. $250.00

J E Booker Three orders Pub $22.00

J E Booker Proof Suffolk Herald $10.00

Geo T Parker, Crier $25.00

R R Smith Clerk Co Ct $6.50

Robert R. Prentis, tax & taxed fee $16.50

June 2nd. 1894.

RECEIVED of E. E. Holland and Robert R. prentis, Special Commissioners in the Chancery cause of Mayer & Co. v. W. A. Allen and others the sum of Four thousand and seventy eight dollars and seventy four cents ($4078.74) in part payment of the debt adjudicated to be due to us by decree entered in the said cause March 21st. 1894.

Mayer & Co.
per Sharp & Hughes, attys.

Please sign and return to me R.R.P.

August 17th. 1894.

RECEIVED of E. E. Holland and Robert R. Prentis, Special Commissioners in the Chancery cause of Mayer & Co. v. W. A. Allen and others, the sum of Two thousand four hundred and ~~thir~~ thirty seven dollars and twenty cents, ($2437.20) in part payment of the debt adjudicated to be due to us by decree entered in the said cause March 21st. 1894.

Aug 18/94

Mayer and Co.
per A. J. Hall

Mayer & Co
against } In Chancery
William A Allen & others
Costs

A. P. Gomer Clerk Circuit Court	$ 14.26
R R Smith " County Court } for Copying	6.50
A & B Baker Sheriff	1.00
Attorney & Tax	16.50
Commissioners Report	250.00
	$ 288.26

Costs.

Mayer & Co.

vs. Special Commrs Report of receipts & disbursements

Allen & others.

1894 Oct 10th Filed

A P Gomez clerk

Suffolk, Virginia,

May 21st. 1894.

Mayer & Co.

v.

Allen and others

To the Honorable Chandler W. Hill, Judge of the Circuit Court of Nansemond County:

The undersigned Special Commissioners, appointed by decree in the above entitled cause entered March 21st. 1894, beg leave to report that in obedience to the said decree , they offered the W. A. Allen Kindling Wood Factory property for sale, after due advertisement, at public auction, on the premises, on the 8th. day of May 1894,

At the said sale Jerome Moltz of Williamsport, Pennsylvania, made the last and highest bid for the said property, of Nine thousand, six hundred ($9600.) dollars, and became the purchaser thereof. He has paid the cash installment of the purchase money amounting to $4800. which has been deposited to our credit , as Special Commissioners, in The Farmers Bank of Nansemond. He has also executed his two bonds dated May 8th. 1894, each for the sum of $2400., bearing interest from their dates, which bonds are herewith returned.

The said purchaser desires to have the said real estate conveyed to him, and to secure the deferred payments by a deed of trust on the property so conveyed.

Respectfully Submitted,

E. E. Hazard

Robert T. Lewis,

Special Commissioners.

Mayer & Co.

v.

Allen and others

Petition of Special Commissioners

Filed May 21, 1894.

STATE OF NEW JERSEY, } ss.
Hudson County.

I, DENNIS McLAUGHLIN, Clerk of the County of Hudson and also Clerk of the Circuit Court and Court of Common Pleas, holden therein, do hereby certify that George J. Tennant before whom the foregoing Affidavit was taken, was at the date thereof, a Notary Public ~~Justice of the Peace~~ in and for said County and State, commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary Public ~~Justice of the Peace,~~ and verily believe the signature purporting to be his is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Courts and County, this 9 day of August A. D. 1898.

Dennis McLaughlin, CLERK.

By J. Drake, DEPUTY CLERK.

that he is President of the Second National Bank of Jersey city New Jersey. That the foregoing State-ment is taken from the books of the said Bank and correctly and truly sets forth all the loans and discounts made by said bank to and for W. A. Allen since the day eighth day of April 1891 as well as the amount due said bank from said Allen on the date of the ~~filing~~ making and recording the deed of trust to this deponent to secure such indebtedness; said statement also shows the amount due said bank on the fourth day of March 1892. the date of the filing of the lien claim of Mayer & Co. and also the amount due said Bank at this date. and deponent saith that said Allen was indebted to said bank at the date of the recording of said trust deed in the sum of $18.154.03, and on the fourth day of March 1892 the date of the filing the lien by Mayer & Company in the sum of $21.044.80. and that said Allen is indebted to deponent said bank at this date in the sum of $18563.00, for use of which said several amounts said trust deed was given to secure

Taken sworn and subscribed before me the undersigned Notary Public in and for the State of New Jersey, as witness my hand and official seal at Jersey City this 9th day of August A.D. 1893

George G. Tennant
Notary Public
New Jersey

William Rogencamp

1892		Maker		Date 1892		Due	
July	12	Kingsport K. & Co		July	8	Nov. 11	792
	"	J. L. Crowe			11	" 14	790
	13	A. A. Bedell			13	" 16	1090
	18	Kingsport K & Co			16	" 19	1712
	25	W. A. Allen			25	" 28	650
Aug	8	J. L. Crowe		Aug.	8	Oct. 11	395
	19	Kingsport K & Co.			18	" 21	1184
	23	J. L. Crowe			"	" "	1100
	26	A. A. Bedell			26	Aug. 31	500
Sept	13	Kingsport K & Co		Sept	10	Nov. 13	1000
	"	Do			12	1893 Jany 15	600
	"	A. Allen			13	" " 16	4000
	20	Kingsport K & Co			19	" " 22	900
Oct	8	W. A. Allen		Oct	8	1892 Oct 26	600
	10	J. L. Crowe			10	1893 Jany 13	300
	17	Kingsport K & Co			12	" Feb. 15	2790
	"	J. L. Crowe			14	" " 17	350
	22	Do			20	" Jany 13	1100
	24	Kingsport K & Co			"	1892 Dec 23	2336
	28	L. M. Otto			25	1893 Feb. 28	700
Nov	12	Kingsport K & Co		Nov	10	1893 Mch. 13	790
	14	J. L. Crowe			12	1893 " 15	689
	"	Kingsport K & Co			"	1893 " 15	1000
	19	Do.			"	1893 " 15	1712
Dec	6	W. A. Allen			28	1893 " 31	500
	23	Kingsport K. & Co		Dec	12	" April 15	2336
1893 Jany	12	J. L. Crowe		1893 Jany	12	" "	200
	"	Do			"	11	May 14	1100
	16	A. Allen			"	16	" 19	4000
	"	Kingsport K & Co			"	13	" 16	480
	23	do			"	21	" 24	720
Feby	16	do		Feby	10	" 13	2790
	"	J. L. Crowe			"	15	June 18	350
March	4	L. M. Otto			"	23	" 26	600
	13	Kingsport K. & Co		March	13	" 16	3502
	15	J. L. Crowe			"	14	July 17	689
April	3	W. A. Allen		April	1	Aug. 4	375
	14	Kingsport K & Co			"	13	July 16	2336
	"	J. L. Crowe			"	" "	150
May	13	Kingsport K & Co		May	10	Aug 13	2790
	15	J. L. Crowe			"	" "	1100
	16	Kingsport K. & Co			"	13	Sept 16	384
	19	A. Allen			"	19	" 22	4000
	24	Kingsport K. & Co			"	13	" 16	576
June	16	do		June	13	" 16	3502
July	15	do		July	15	Oct. 18	2336
Aug.	4	W. A. Allen		Aug.	4	" 7	375
							15363
							3500
							18863

State of New Jersey
Hudson County } SS William Hogencamp being duly sworn on his oath saith

Aug 25 1891
Aug 24 "
Aug 22 1892

1891		Maker	Date		Due			
April	8	Williamsport Kindling Wood Co	1891 March	25	July	28	1310	✓
April	15	Williamsport Kindling Wood Co	March	28	July	31	2350	✓
"	"	G. S. Browne	April	14	Aug.	17	1200	✓
May	1	Williamsport K & Co	"	17	"	20	1480	✓
"	9	Thos Fletcher	"	18	July	21	400	✓
"	26	Williamsport K & Co	May	9	Sept.	12	810	87
"	"	do	"	"	"	"	1189	13
"	28	do	"	16	"	19	600	
June	3	do	"	23	"	26	880	
July	7	A. A. Bidell	July	6	Nov.	9	1500	
	10	Williamsport K & Co	March	17	July	20	1090	✓
	16	L. M. Otto	July	2	Nov.	5	1040	
	31	Williamsport K & Co	"	18	"	21	1048	
Aug.	1	Do	"	21	"	24	1880	
	5	Thomas Fletcher	Aug.	3	"	6	500	
	10	Williamsport K & Co	July	1	"	4	720	
"		do	"	8	"	11	1100	
"		do	"	15	"	18	1092	
	21	do	Aug.	12	Dec.	15	1184	
"		G. S. Browne	"	14	"	17	1100	
	24	Williamsport K & Co	July	11	Sept	14	1800	
"		do	"	2	Nov	5	720	
"		do	"	16	"	19	990	
					1892	Paid 7830	25984	
Sept.	4	A. Allen	Sept	4	1892 Jany	7	4000	
					1891 1894			
	15	Williamsport K. & Co		7	1891	Nov 10	1440	
"		do	Aug.	15	1891	Oct. 18	3100	
Oct.	16	do	Oct.	13	1892	Feby. 16	2790	
	27	Thomas Fletcher	"	23	"	Jany. 26	400	
	29	W. A. Allen	"	28	1891	Nov 1	550	
Nov.	2	L. M. Otto	"	"	1892	March 2	832	
"		Williamsport K. & Co	"	"	"	" "	576	
"		do	"	"	"	" "	576	
	5	do	Nov	5	"	" 8	880	
	12	do	"	"	"	Jany. 8	1152	
"		do	"	12	"	March 15	790	
	17	G. L. Browne	"	10	1891	Dec. 3	492	
	28	Williamsport K. & Co	"	14	1892	March 17	1712	
"		W. A. Allen	"	28	1891	Demand May 21/92	4000	500
Decem	5	do	"	19	1892	March 22	850	
	17	G. S. Browne	Dec.	14	"	April 17	1100	
"		Williamsport K. & Co		"		" "	1184	
1892 Jany	13	do	1892 Jany	7		March 10	1036	80
Feby.	8	G. S. Browne	Feby.	8		April 11	750	
	18	Williamsport K & Co		10		June 13	2790	
	25	A. Allen	Jany	7		May 10	4000	
March.	2	Williamsport K & Co	Feby	27		June 30	1152	
"		L. M. Otto	"	"		" "	800	
	10	Williamsport K & Co	March.	8		May 11	1036	80
"		do		7		July 10	792	
"		G. S. Browne		9		" 12	790	
	15	Williamsport K & Co		14		" 17	1712	
	22	W. A. Allen		22		" 25	750	
April	12	G. L. Browne	April	4		June 7	600	
	18	do		15		Aug 18	1100	
"		Williamsport K & Co	"			" "	1184	
May	10	A. Allen	May	10		Sept 13	4000	
	18	Williamsport K & Co	March.	8		July 11	1036	80
June	6	G. L. Browne	June	6		Oct. 9	475	
	14	Williamsport K & Co		13		" 16	2790	
	15	G. L. Browne		"		" "	350	
July	1	L. M. Otto		25		" 28	775	
"		Williamsport K & Co		28		" 31	1152	
	12	Do	July	9		Sept 12	1036	80

THE GLOBE LEGAL WRAPPER. Patented

DIRECTIONS.—Elevate the metal points—attach the manuscript—then bend the points down flat—damp

$4,000 Jersey City, Nov 28th 1897

~~5000~~ 4000 d. 31 May 1893

On demand ~~after date~~ I promise to pay to the Order of Myself

Four thousand xx Dollars,

at THE SECOND NATIONAL BANK OF JERSEY CITY., with interest

Value Received.

W. A. Allen

Due

J. W. HARRISON, STATIONER AND PRINTER, JERSEY CITY.

$500 paid on d/c May 31/93

W A Allen

NEW JERSEY.

$ 384. Williamsport Pa Jersey City, May 13 1893

Four Months after date we promise to pay to the Order of D. L. Mahoffy.

Three hundred & eighty four Dollars,

at THE ~~SECOND~~ First NATIONAL BANK OF ~~JERSEY CITY.~~ Williamsport Pa

without defalcation for Value Received.

Due Sept 16 93 & 5 days

Williamsport Kindling Wood Co., Ltd

per D. L. Mahoffy Treas

J. W. HARRISON, STATIONER AND PRINTER, JERSEY CITY.

S J Mayo
Wm
Alva A Bedell
W a Allen

NEW JERSEY.

$ 576. Williamsport Pa ~~Jersey City~~, May 13 1893

Four Months after date we promise to pay to

the Order of D. T. Mahoffey

Five hundred & Seventy six Dollars,

at THE ~~SECOND~~ First NATIONAL BANK OF ~~JERSEY CITY~~ Williamsport Pa.

without deduction for Value Received,

Due Sept 16 J. Hull Secy & Treas

Williamsport Kindling Wood Co.

per D. Mahoffey Treas.

J. W. HARRISON, STATIONER AND PRINTER, JERSEY CITY.

S J Mahaffy
Alex A Bedell
W A Allen

NEW JERSEY.

$ 4,000 00 Jersey City, May 19th 1893

Four months after date I promise to pay to the Order of W. A. Allen

Four thousand Dollars,

at THE SECOND NATIONAL BANK OF JERSEY CITY.

Value Received,

Due Sept 19/22 Artemesia A. Allen

J. W. HARRISON, STATIONER AND PRINTER, JERSEY CITY.

Dr A Allen

NEW JERSEY.

Williamsport Pa.

$ 3,502 ~~Jersey City~~, June 13 1893

Three Months after date we promise to pay to the Order of S J Mahoffey

Thirty six hundred & two — pa Dollars,

at THE ~~SECOND~~ First NATIONAL BANK OF ~~JERSEY CITY~~ Williamsport.

without defalcation for Value Received.

Due Sept 16 S J Hull Secy & Treas Williamsport Kindling Wood Co. Ltd.

per S J Mahoffey Treas

J. W. HARRISON, STATIONER AND PRINTER, JERSEY CITY.

S. Thomas
Madras

NEW JERSEY.

$ 2336 — Williamsport Pa ~~Jersey City~~, July 15 1893

Three months after date we promise to pay to the Order of D J Mahoffy

Twenty three hundred & thirty six Dollars,

at ~~THE SECOND NATIONAL BANK OF JERSEY CITY.~~ Nat Bank Williamsport Pa

without defalcation for

Value Received,

Due Oct 18 D J Hall Williamsport Kindling Wood Co

Sayr & Sons D J Mahoffy Chm

J. W. HARRISON, STATIONER AND PRINTER, JERSEY CITY.

D I Mato
Wadlu

NEW JERSEY.

$ 375.00 Jersey City, Aug 4th 1893

Two months after date I promise to pay to the Order of Alva A Bedell

Three hundred & seventy five Dollars,

at THE SECOND NATIONAL BANK OF JERSEY CITY.

Value Received,

Due 6 2 4 97

W A Allen

J. W. HARRISON, STATIONER AND PRINTER, JERSEY CITY.

Alm A Bedell

d. mad

NEW JERSEY.

$ 1100 00 Williamsport Pa ~~Jersey City~~, Aug 14 1893

Forty five days after date I promise to pay to the Order of W. A. Allen

Eleven hundred ——— Dollars,

at ~~THE SECOND NATIONAL BANK OF JERSEY CITY.~~ National Bank Williamsport Pa

without defalcation

Value Received,

Due Oct 1/93 G. S. Crouse

J. W. HARRISON, STATIONER AND PRINTER, JERSEY CITY.

W. A. Allen

NEW JERSEY.

$2790.4 Williamsport Pa Jersey City, Sept 12 1893

Three Months after date we promise to pay to the Order of D T Malloffy

Twenty seven hundred & ninety Dollars,

Full Williamsport Pa

~~at~~ THE ~~SECOND~~ NATIONAL BANK OF ~~JERSEY CITY~~.

without ~~defalcation~~ or discount for Value Received,

Due Nov 15 " D Hsell Wm Fred Kuidling Wood Co.

Secy & Treas D T Malloffy Pres

J. W. HARRISON, STATIONER AND PRINTER, JERSEY CITY.

J J Malloy
Macallen

E. L. Mayer.

MAYER & CO.

MANUFACTURERS AGENTS ✣ IMPORTERS & DEALERS IN

RAILROAD, MILL & STEAMBOAT SUPPLIES

HARDWARE
WROUGHT IRON PIPE FITTINGS,
BOLTS, NUTS & WASHERS
BRASS GOODS
OF ALL DESCRIPTIONS,
BAR & BOILER IRON.

OILS, TALLOW, BELTING — PACKING, HOSE, WASTE &c.

4 & 6 WEST MARKET SQUARE

Norfolk, Va. Oct 11 1892

This is to certify that my note in favor of Mayer & Co, dated Oct 11 1892, at thirty days, for Fifty One Hundred & Ten & 22/100 Dollars ($5110 22) is given as collateral security and shall not affect in any way the lien filed by said Mayer & Co on my Kindling wood mill at Suffolk Va.

Witness my hand & seal this 11th day Oct. 1892

W. A. Moore (Seal)

Witness
A. J. Hall

I, George R. Atkinson, Jr., depose as follows,

I am chief accountant of the Marine Bank of Norfolk, Virginia. It appears from the books of said bank that on August 25th. 1891 the following notes made by W. A. Allen and payable to the order of Mayer & Co. were outstanding

Discounted on	Date	Time	Maturity	Amount.
1891. April 28.	Apr.25,	4 Mos.	Aug.28	$310.08
June 9.	Jun. 9	4 Mos.	Oct.12	625.53
July 13.	Jul.11	3 Mos.	Oct.14	700.00
Aug. 20.	Aug.15	3 Mos.	Nov.18.	700.00
Aug. 13	Aug.13.	4 Mos.	Dec.16.	267.31
				$2,602.82

Geo R Atkinson Jr
Chief Accountant of
Marine Bank
Norfolk Va

State of Virginia
City of Norfolk }

Subscribed and sworn to before me this 21st. day September 1893. in my Corporation aforesaid

H. C. Whitehead Notary Public
Norfolk Va

Note $400 dated Oct 10/91 was given in renewal of $625.53 Note
Note $484.63 " Oct 19/91 " " & Cover Aug Left Bills
Note $500.00 " Nov 18/91 " " renewed $700.00 Nov 18
E. L. Mayer

STATE OF NEW JERSEY, }
Hudson County. } ss.

I, DENNIS McLAUGHLIN, Clerk of the County of Hudson, and also Clerk of the Circuit Court and Court of Common Pleas, holden therein, do hereby certify that George F. Brennan before whom the foregoing affidavit was taken, was at the date thereof, a Notary Public in and for said County and State, commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe the signature purporting to be his is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Courts and County, this 18th day of Sept A. D. 1893

Dennis McLaughlin CLERK.

By J. E. Fisher DEPUTY CLERK.

STATE OF NEW JERSEY)
)ss.
COUNTY OF HUDSON)

W.A. ALLEN being duly sworn according to law upon his oath saith, that he is one of the parties defendant in the suit brought in the Circuit Court of Nansemond County, Virginia by Mayer & Company against William Hogancamp the Second National Bank of Jersey City and others; and at the time of the commencement of said suit deponent was the owner of the Kindling Wood Factory at Suffolk in said County of Nansemond, to establish a lien upon which said suit was brought. That said mill was built by deponent and that the account hereto annexed and forming part of this affidavit is a correct and truthful statement of the cost of said factory, and correctly sets forth the different items which enter into the cost of the same.

W. A. Allen

Sworn and subscribed to before me the undersigned a Notary Public in and for the State of New Jersey at Jersey City, this 18th day of September, A.D. 1893.

George G. Tennant
Notary Public
New Jersey

W. A. Allen's Mill Suffolk Va

		Original Mill			
		Building a/c	6768 83		
		Fixtures	1869 51		
		Dry Kiln	5989 39		
		Machinery	19872 60		
		Fire equipment	895 45		
		Cost, previous to fire Aug 11/90	$ 35395 78		
		Less Insurance collected	16335 .		
		Bal. cost of old mill		$	19060 78
		Rebuilding a/c			
1890 Dec	27	Pay Roll Labor,	4101 17		
		Gravel roof 464.22			
		Mayer & Co Oct & Nov 5116.13			
		Brick work 81.-			
		Door plates 283.30			
		Machine work 466.99	6411 64		
1891 Janry	3	Pay Roll Labor	420 51		
Oct	10	do do 1153.45			
		Machine & Brick work 767.02	1920 47		
		Mayer & Co Jany 1 to Oct 1 2153.30			
		Steel Exhauster 200.-			
		Bricks & laying, same 1759.63			
		Gravel roofing 241.68			
		Saws & Die 154.05	4508 66		
Feby	11	Moltz. machinery & work	6710 53		
Oct	31	Gum, for lumber	1172 98		
		Hardware 644.16			
		Lumber 198.08			
		Engine "Governor" 320.-			
		Mayer & Co Supplies 327.99	1490 23		
Nov	28	Labor, freight, globes, 104.67			
		Lumber 115.34	220 01		
	30	Mayer & Co Supplies	379 84		
Dec	19	Labor	94 13		
		Cost to Dec 19/91		$	27430 17

1892 Rebuilding a/c Continued.

Jany	16/30	Lumber & freight	243.82		
		Brick	105.75		
		Machinery	106.51		
		Mayer & Co Pipes for Kiln 2	3696.-	4152.08	
Feby	6/27	Labor, freight & roofing	171.08		
		Molty. machinery	600.-	771.08	
Mch	5	Labor		13.50	
Apl	1	Mayer & Co. Pebr Mch Supplies		1853.06	
May	21	Machinery		65.03	
June	1	do		178.80	
July	6	Construction Supplies Polk & Co		395.72	
		Cost to July 1892.			7429.27

Recapitulation

Old Mill	19060.78	
New Mill to Dec 19/91	27430.17	
do " July 6/92	7429.27	
		53920.22
Add. salary of J. A. Bedell in connection with rebuilding mill from the date of fire, Aug 11/90, till rebuilding was completed	2000.-	
Proportion of regular wages of men included in operating expenses but applicable on this a/c	5506.68	
Supplies put into equipment but not charged in this a/c before	3000.	10506.68
Total		64426.90

Cost of Rebuilding Mill
Charge of
Real Estate

To Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer Bro. Complainants

and William A. Allen and Artimesia Allen, his wife, William Rogerson, Trustee, Second National Bank of Jersey City, and James H. Bedell, Defendants.

You are hereby notified that on the 8th. day of August 1893 at my office, in Suffolk, Va., (at which time and place you are required to attend), I shall take, state and settle the following accounts which are to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Nansemond County, Va., rendered the 15th. day of April 1893 in the suit in chancery pending in said Court to which you are parties, plaintiffs and defendants, to wit:

1. An Account of the debts due to the Complainants as well as the debt due to Second National Bank of Jersey City by the defendant, William A. Allen, with their respective priorities as regards the property referred to in the Bills and attachment in said suit.

2. An Account of the property of the defendant, William A. Allen, referred to in the proceedings in said suit together with its annual and fee-simple values.

3. Any other account specially stated deemed pertinent by the Commissioner, or required by any party in interest to be so stated.

Given under my hand, as Commissioner in Chancery of said Court, this 15th. day of July 1893.

WILBUR J. KILBY,
Commissioner in Chancery.

Sufficient and legal service of this notice is hereby acknowledged and accepted by us this 15th. day of July 1893.

Robert R. Reulis
Robert M. Hughes
Counsel for Complainants.

E. E. Holland
Counsel for Defendants

8 Augt.
24 Augt.

(1)

To the Circuit Court of the County of Nansemond, Va.

In pursuance of the decree of the Circuit Court of the County of Nansemond, Virginia, pronounced on the 15th. day of April 1893 in the cause in Chancery in said Court depending between Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer Bro, Complainants and William A. Allen, Artimesia Allen his wife, William Hogencamp, trustee, Second National Bank of Jersey City and others, Defendants, the undersigned, Wilbur J. Kilby, one of the Commissioners in Chancery of said Court, respectfully reports to Court as follows:

That after the papers in the said Cause had been placed in his hands by the Counsel for the Complainants and he had been requested to execute the said decree, your Commissioner gave notice to the parties to the said cause that he would

proceed on the 8th. day of August 1893 at his office in Suffolk, Virginia, to take, state and settle the several accounts required by the said decree to be taken, stated and reported to Court;

That the said notice was issued on the 15th. day of July 1893 and was duly accepted and acknowledged by Robert M. Hughes and Robert R. Prentis, Counsel for the complainants, and Edward E. Holland, Counsel for the defendants (they having been designated by said decree as the only persons to whom notice need be given), as will appear by the endorsations on the original notice herewith returned;

That the proceedings before your Commissioner having been adjourned from day to day from the 8th. day of August 1893 down to the present time, are at length completed and the result thereof is respectfully submitted as follows:

(2)

Account No. 1.

An account of the debts due to the complainants as well as the debt due to the Second National Bank of Jersey City by the defendant, William A. Allen, with their respective priorities as regards the property referred to in the bills and attachment in said suit:

Statement A.				
First Lien.				
Walter H. Taylor and Eugene L. Mayer, merchants and partners trading as Mayer Bro. Complainants.				
Against				
William A Allen, defendant.				
Principal of the claim.			$ 7,840	84
Interest on $6372.66 part thereof from 29 Feb. 1892 to 15 Nov. 1893.	653	20		
Interest on $328.38 another part thereof from 31 March 1892 to 15 Nov. 1893.	31	02		
Interest on $215.76 another part thereof from 30 April 1892 to 15 Nov. 1893.	19	96		
Interest on $218. another part thereof from 31 May 1892 to 15 Nov. 1893	19	08		
Carried on	723	26	7840	84

brought on	723	26	7840	84
Interest on $196.77 another part thereof from 30 June 1892 to 15 Nov. 1893.	16	23		
Interest on $179.45 another part thereof from 31 July 1892 to 15 Nov. 1893.	13	46		
Interest on $110.20 another part thereof from 31 Augt. 1892 to 15 Nov. 1893.	7	99		
Interest on $54.95 another part thereof from 30 Sept. 1892 to 15 Nov. 1893.	3	71		
Interest on $111.80 another part thereof from 30 Oct. 1892 to 15 Nov. 1893.	6	99		
Interest on $52.85 another part thereof from 30 Nov. 1892 to 15 Nov. 1893.	3	04	774	68
			8,615	52

Second Lien
The Second National
Bank of Jersey City
Against
William A. Allen.

Principal of the claim	$ 18,563	00		
Interest on $4000 part thereof from 28 Nov. 1891 to 31 May 1893. = $ 362.00				
Add the principal 4000.00				
Total 4362.00				
Paid 31 May 1893 500.00				
Balance 3862.00				
Interest on $3862. from 31 May 1893 to 15 Nov. 1893	106	21		
carried on	18,669	21	8,615	52

(3)

brought on	18.669	21	8.615	52
Interest on $384 another part thereof from 16 Sept. 1893 to 15 Nov. 1893.	3	84		
Interest on $576, another part thereof from 16 Sept. 1893 to 15 Nov. 1893.	5	76		
Interest on $4000 another part thereof from 19 Sept. 1893 to 15 Nov. 1893.	37	33		
Interest on $3502, another part thereof from 16 Sept. 1893 to 15 Nov. 1893.	35	02		
Interest on $2336, another part thereof from 18 Oct. 1893 to 15 Nov. 1893.	10	51		
Interest on $375, another part thereof from 7 Oct. 1893 to 15 Nov. 1893.	2	38		
Interest on $1100, another part thereof from 1 Oct. 1893 to 15 Nov. 1893.	8	25	18.772	30
		$	27.387	82

× × ×

Statement B.

First Lien.

Mayer Geo. Complainants, Against William A. Allen.				
Principal of claim.			$ 6227	87
Interest from 29 Feby. 1892 to 15 November 1893			638	35
			6,866	22
Second Lien				
The Second National Bank of Jersey City Against William A. Allen.				
Principal of claim.	18,563	00		
Interest as stated in statement A.	209	30	18,772	30
Third Lien				
Mayer Geo. Complainants Against William A. Allen.				
Principal of claim.	1,612	97		
Interest on $328.$\frac{38}{}$ part thereof from 31 March 1892 to 15 Nov. 1893.	31	02		
Interest on $215.$\frac{76}{}$ another part thereof from 30 April 1892 to 15 Nov. 1893.	19	96		
carried on	1,663	95	25,638	52

(4)

Brought on	1663	95	25,638	52
Interest on $218 another part thereof from 31 May 1892 to 15 Nov. 1893.	19	08		
Interest on $196.77 another part thereof from 30 June 1892 to 15 Nov. 1893.	16	23		
Interest on $179.47 another part thereof from 31 July 1892 to 15 Nov. 1893.	13	46		
Interest on $110.20 another part thereof from 31 Augt. 1892 to 15 Nov. 1893.	7	99		
Interest on $54.95 another part thereof from 30 Sept. 1892 to 15 Nov. 1893.	3	71		
Interest on $111.80 another part thereof from 31 Octo. 1892 to 15 Nov. 1893.	6	99		
Interest on $52.85 another part thereof from 30 Nov. 1892 to 15 Nov. 1893.	3	04		
Interest on $144.79 another part thereof from 29 Feby. 1892 to 15 Nov. 1893.	14	85	1,749	30
			$27,387	82

Account No. 2

An account of the property of the defendant, William A. Allen, referred to in the proceedings in said suit together with its annual and fee-simple values:

The property of said William A. Allen referred to in said proceedings and subject to said liens consists of a small parcel of land containing about one acre, more or less, situated on the east side, and adjoining the corporate limits, of the Town of Suffolk in the County of Nansemond, Va. and bounded on the north and west by Suffolk Lumber Company's railroad, on the east by the land of Wilbur J. Kilby and on the south by the railroad of the Seaboard and Roanoke Railroad Company. Upon this land is located the Kindling-wood Manufacturing Establishment erected by said William A. Allen. The estimated fee-

simple value of this establish=
ment is from $35.000 to $40.000,
and, in addition thereto, the
fee-simple value of the land is $350.
The annual value of the prop=
erty is unknown. The establish=
ment has never been let for rent
and its character is such as
to make it impossible to es=
timate its annual value.
It is believed, however, that
this value is small, as it ap=
pears that the profits have never
been large. The establishment is
not now in operation inasmuch
as, owing to the large freights
exacted by the transportation
companies which take its prod=
ucts to market, it cannot be
run except at a loss.
A statement from said Wil=
liam A. Allen is herewith re=
turned giving the original
cost of the establishment,
but its present fee-simple
value is not more than the
amount above-stated. In=
deed, if the property were put
upon the market, it is more

than probable that it would not sell for more than $15,000 or $20.000, or even $10.000. Mr. Hogencamp, one of the defendants, stated in his oral testimony before the Commissioner that he believed it would not sell for more than $10.000. This is due to the fact that there is little or no demand for property of its kind and the further fact that there is a very limited market for its products, the expense of operating it is large, the profits are small and the danger of destruction by fire very great. These things and the general character of the property itself would prevent its selling for any very large sum of money.

Statement A under the head of Account No. 1 is based upon the conclusion that the deed of trust made on the 25th. day of August 1891 by William A. Allen and wife for the benefit of the Second National Bank of Jersey City (a copy of which is filed as exhibit No. 2 with one of the Bills in this cause), is void in law, or per se, and that by virtue of their Bills the Complainants are entitled to the first lien on the property mentioned in said deed. If the deed had gone no farther than to secure the payment of any and all promissory notes already discounted when the deed was made, or thereafter to be discounted for the said William A. Allen by the Second National Bank of Jersey City, and also any and all renewals of said notes or any of them, or any notes given in lieu or place thereof and had then simply provided that in case of the default in the payment of said notes, the trustee should take immediate possession

of the property conveyed, sell the same and pay the said notes, the deed would not be open to objection, or, in other words, void in law. But it goes further than this and provides that in the event of default in the payment of said notes the trustee shall take immediate possession of the property "and continue the business" for which the plant was built "until the payment from the net income of such business of all of said promissory notes". This clause provides for an indefinite and, therefore, unreasonable postponement of the period of sale and payment of said notes, and is inconsistent with, and adequate to defeat the declared purpose of the deed, namely the payment of said notes. "It is an attempt on the part of the debtor to place his property for an uncertain and indefinite period beyond the reach of his creditors and to make their rights in a great measure, if

not entirely dependent upon the uncontrolled discretion of a trustee of the debtor's own selection". The large number of cases which the Commissioner has examined at length settle the doctrine that a provision in a conveyance, like the one under consideration, giving the trustee a discretion to sell and pay the debt when in his judgment he may deem proper, or postponing the time of sale and payment of the debt secured for an indefinite or unreasonable length of time, or introducing limitations and contingencies such as will give the grantor, or a trustee of his own selection, such control over the property or its proceeds as to enable him, in effect, to defeat the conveyance, or containing a power in any way equivalent in its effects to a power of revocation, or reservations expressly or impliedly inconsistent with and adequate to defeat the declared purpose, namely, the payment of the debt secured,

will be fatal to the conveyance. Being of the opinion that the deed of trust under consideration in this case comes within the condemnation of the law as here stated, the Commissioner has reported the claim of the complainants as the first lien upon the property mentioned in said deed of trust, by virtue of their bills and sections 2458 and 2460 of the Code of Virginia as amended by Acts of the General Assembly of Virginia, session 1889-90 page 73.

As the said deed of trust is good and valid between the parties thereto and no other lien has been asserted, the Commissioner has, in said statement A reported as the second lien upon said property, the debt due by said William A. Allen to said Second National Bank of Jersey City and secured by said deed.

Authorities Consulted:

Burnham v. Waterman, 17 New York 9: Norris v. Lake, Va. Law Journal Vol. 17. No. 2 p.

27: Jones v. Syer 52 Maryland 211; Gordon vs. Commercial National Bank 95 Illinois 298; Bodley v. Goodrich 7 Howard 276; Sheppards v. Turpin 3 Grat 373; Spence v. Bagwell 6 Grat. 444; Marks v. Hill 15 Grat. 400; Means v. Dodd 12 United States Reports 273; Mundy v. Vawter 3 Grat. 518; Young v. Willis 82 Va. 291-98; Williams v. Lord and Robinson 75 Va. 390. 400; Wilson v. Russell 71 American Decisions 645; Paul v. Baugh 85 Va. 955. 959. 960; Cochran v. Paris 11 Grat. 348; Id. Dance v. Seaman 780. 782; Kevan vs. Branch 1 Grat. 274; Lewis v. Caperton 8 Grat. 148; Perry v. Shenandoah Natl. Bank 27 Grat. 755; Dubose vs. Dubose 42 Amer. Decisions 588; Lang v. Lee 3 Rand. 410; Barnes v. Jamney 11 Leigh 100; Addington v. Etheridge 12 Grat. 436; McCormick v. Atkinson 78 Va. 8; Wray v. Davenport 79 Va. 19.

Statement B under the head of Account No. 1 is based upon the theory that the said deed of trust is valid in law as well as otherwise, but that, nevertheless, the complainants by virtue of their mechanic's lien filed as exhibit No. 1 with their bill, are

entitled to a lien upon the buildings or structures mentioned in said deed and so much of the land upon which they are located as shall be necessary for the convenient use and enjoyment of the premises, for the materials furnished by the complainants for the construction, repair, or improvement of such buildings or structures, amounting to the sum of $6227.87 with interest thereon from the 29th day of February 1893, and that in the enforcement of the liens upon said property reported in said statement B, the said mechanic's lien is to be preferred in the distribution of the proceeds of the sale of said buildings or structures exclusive of the proceeds of the sale of said land. Code of Virginia sections 2475 and 2483.

This view of the case gives the complainants the first lien for said materials upon the estimated proceeds of the sale of said buildings or structures, if such buildings or

structures together with said land shall be sold, while the Second National Bank of Jersey City has the second lien upon the surplus proceeds of the sale thereof, and the entire estimated proceeds of the sale of said land. This is what the Commissioner means by his statement of the first lien in favor of the Complainants and the second lien in favor of said Second National Bank of Jersey City in said Statement B. The Complainants are entitled to this first lien, or this preference, under section 2483 of the Code of Virginia notwithstanding the said deed of trust in favor of said bank was made before said materials were furnished.

The third lien reported in said statement B is in favor of the Complainants by virtue of their attachment sued out in this case and is for material furnished said William A. Allen and used by him in the construction, repair, or improvement and the operation of said property after said ma=

chanic's lien had been filed and said deed of trust executed.

The complainants claimed under their mechanic's lien the sum of $6372.66, but from this sum the commissioner has deducted the value or price of certain materials which could not be classed as materials for the construction, repair or improvement of said buildings or structures. The materials thus excluded are as follows:

1891	Oct. 14.	1 bbl. of rosin	$3.75
"	" 26.	2 bbls. of oil	10.00
"	" "	1 bbl of do.	9.60
"	" "	1 Gal. belt dressing	2.50
"	Nov. 5.	2 bbls. of oil	11.61
"	" "	1 bbl. of do.	10.00
"	" 24.	3 waste cans	5.25
"	" 21.	50 lbs. of boiler compound	7.50
"	" 28.	1 bbl. of rosin	4.50
"	" "	50 lbs. of waste	4.00
"	Dec. 10.	1 bbl. of oil	10.20
"	" "	1 ditto	5.00
"	" 31.	1 "	11.00
1892	Jan. 6.	55 lbs. boiler compound	8.25
"	" 14.	1 bale of waste	8.48
		carried on	$111.64

1892 Jan. 14,	brought on	$111.64
" " 20,	6 boxes of grease	2.10
" Feb. 9,	1 bbl. oil	5.10
" " "	1 do.	10.00
" " 23,	1 do.	5.30
" " "	1 do.	9.80
1891 Nov. 19,	2 sewing palms	.70
" " "	6 sail needles	.15
	Total	$144.79

This sum deducted from the sum of $6372.66 claimed by the Complainants under their mechanic's lien, leaves the sum of $6227.87 reported in their favor in said statement B. All the articles mentioned in said mechanic's lien except those mentioned above amounting to $144.79 were, in the opinion of the Commissioner, materials used in the construction, repair or improvement of said buildings or structures.

The above sum of $144.79 has been included in the amount of the said third lien which, upon the theory that said Statement B. is correct and said Statement A. erroneous, covers all of said prop-

erty by virtue of said attachment. The amount of this third lien and the amount of said mechanic's lien as reported in said statement B, together make the amount of the lien reported in favor of the Complainants in said statement A; each statement having been made to include, in the manner specified, the full amount of all that the Complainants claim.

The said Kindling-wood manufacturing establishment consists of four principal parts, namely: two large Kilns in which the Kindling-wood is seasoned or dried; a large water-tank in which water is kept to extinguish fires: and a large building in which are located the boilers that furnish the steam, ~~and~~ the engines that run all the machinery of the establishment and the saws that reduce the lumber to small Kindling-wood ready to be dried in the Kilns. The erection of one of the

kilns, commonly called kiln number two, was begun in the fall of 1891. It was completed about the first of March 1892 or a little later. The other kiln, commonly called kiln number one, had been built about eighteen months and was in use when kiln number two was begun. Kiln number two is a mere enlargement of, or addition to, the original establishment and constitutes in no sense a separate establishment. It is as much a part of the establishment as kiln number one and would be useless for the purpose for which it was built, just as kiln number one would be without the adjoining building containing boilers to supply it with steam, engines to drive its machinery and saws to supply it with kindling-wood.

The following is a list of articles included in the mechanic's lien aforesaid and used for the repair or improvement of various parts of the establishment outside of kiln number two, to

uit:

1891 Oct. 5.	4 boiler tube ferrules	$6.00
" " 6.	80 feet of belt	48.00
" " 14	5 ft. iron & cutting same	1.90
" " 16.	80 Sprinklers	80.00
" " 23,	167 feet of belt	100.20
" " " ,	78 " do.	27.30
" Nov. 2,	50 electric lamps	35.00
" " 13,	50 ft. wire rope	7.50
" " 19,	Hair felt pipe-covering	160.00
" " 20,	Asbestos covering for pipes	35.00
" " 21,	Belt	4.96
" " 24,	500 ft. wire rope	32.50
" Dec. 10,	78 feet of belt	27.30
" " 10,	2 lbs. rivets & 1 flange	1.20
" " " ,	1 hose connection	1.00
" " " ,	1 ell 90, 2 nipples 1.70	2.60
" " " ,	1 Plug 90, 1 nipple 1.40	2.30
" " " ,	1 Globe valve	10.50
" " 14,	1 Bushing 1.00; 1 Cross 3.00	4.00
" " 15,	$33\frac{10}{12}$ feet of belt	52.38
" " 22,	14 1/2 " do. @ 35	4.96
" " " ,	14 1/2 " do. @ 55	7.79
" " " ,	80 " do. @ 60	48.00
" " 24,	1/2 Gal. life of leather	1.25
" " 28,	1 circular saw	7.50
1892 Jan. 1.	2 bbls. cement	10.00
	Carried on	$719.14

1892 Jan. 1.		brought on	$719.14
" " "		3 Emery wheels @ 2.75	8.25
" " "		3 ditto @ 2.50	7.50
" "	7.	4 bbls. cement	20.00
" "	8.	52 ft. belt	18.20
" " "		1 hose pipe	2.50
" "	18.	28 feet of belt	9.80
" "	20.	4 ply endless belt	16.55
" "	28.	Repairing saw $15. " expressage 1.25	16.25
" "	30.	Endless belt	63.95
" " "		200 feet of ditto	70.00
" Feb.	6.	4 bbls. cement	20.00
" "	11.	4 " do.	3.00
" "	12.	28 1/4 feet of belt	9.96
" "	15.	100 feet wire rope	15.00
" " "		27' 6" belt	17.88
		Total	$1017.98

All the articles included in said mechanic's lien, except those named in this list and those named in the preceding list amounting to $144.79, were materials used in the construction of said Kiln number two.

The said mechanic's lien was properly filed and recorded as required by section 2476 of the Code of Virginia before the expiration

of thirty days after the completion of said kiln number two and the furnishing of said materials for the repair and improvement of the other parts of said establishment.

From time to time after said mechanic's lien had been filed, the complainants, Mayer Bro. in their efforts to effect a settlement with the defendant, William A. Allen, took of the latter his notes payable in bank for different sums of money covering the amount due under said lien. Some of these notes matured within, and some of them after, six months from the time when the amount covered by said lien became payable and the question was raised before the Commissioner by counsel for the defendants as to whether the complainants had not waived their right to bring their suit within six months from the time when the amount covered by their lien became payable by accepting these notes maturing after the expiration of said six months and elected to rely on the notes instead

of said lien. With each of said notes the Complainants took of said William A. Allen his written agreement under his hand and seal declaring that the notes were given as collateral security and should not affect in any way the said lien. These agreements, in the opinion of the Commissioner, constitute an express waiver of any and all objections the said William A. Allen could make to the institution by the Complainants within the time required by law of such suit as might be proper, to enforce their said lien. As all said agreements are worded alike, only one of them is herewith returned dated 11 Octo. 1892.

The complainants were creditors of the said William A. Allen continuously and without intermission from, and perhaps prior to, the 28th. day of April 1891 down to the 30th. day of November 1892: the indebtedness being at the time the deed of trust herein mentioned was made, over $2600, as appears from the affidavit of Geo. R. Atkinson, Jr. etc. herewith

returned. The testimony of Eugene L. Mayer, one of the complainants, was conclusive on this point.

When said deed of trust was made the said William A. Allen was indebted to the Second National Bank of Jersey City, secured thereby, in the sum of $18.154.00. This was on the 25th. day of August 1891. In Sept. following this indebtedness was increased to $22.154. and in Octo. following to $26.154. On the 4th. day of March 1892 it was $21.076.80. and at this time is $18.563. or more than four hundred dollars in excess of what it was more than two years ago when said deed was made. The evidence of this indebtedness has consisted of notes discounted and renewed from time to time by said bank under the provisions of said deed for the benefit of said William A. Allen.

From the date of said deed down to the 6th. day of June 1893 the said William A. Allen was in possession of said property and

operated it. On the latter date he conveyed it by deed to Alva A. Bedell who has since been in possession of it and has been operating it.

Artimesia Allen, wife of said William A. Allen, owns, and with her husband lives upon, a valuable piece of property consisting of eighty-nine and a half (89½) acres of land with a handsome and well-furnished dwelling upon it, in Rockland County, New York. This property is worth at least $20.000. Upon it are three mortgages to secure from $6000 to $7000 and then follows the fourth mortgage securing to said bank the payment of four thousand dollars part of said indebtedness of said William A. Allen to it secured by the deed of trust herein mentioned. It thus appears that said Bank has this additional security for four thousand dollars of the last-mentioned indebtedness.

Copies of the nine notes representing the indebtedness of said William A. Allen to said bank under said deed of trust and a copy of said fourth mortgage at this time are herewith returned.

A statement from said bank showing the condition of said last-mentioned indebtedness from the date of said deed of trust down to this time, is also herewith returned.

The facts contained in this report with but few exceptions, were obtained from the annexed affidavits and from Eugene L. Mayer, one of the Complainants and from William Hogencamp and James H. Bedell, two of the defendants whose oral testimony under oath was taken by the Commissioner.

The said James H. Bedell is the general manager of said Kindling-wood factory and has been its manager continuously since it was first established. He is, perhaps, more familiar with it than any other person.

It may be well to state that said deed of trust does not convey all the land upon which said factory is located. After the purchase of said land, the said William A. Allen purchased a small

adjoining parcel on the east side and upon this small parcel the said water tank is located entirely. The Commissioner also states that twelve feet of the east end of kiln number one is also on this small parcel of land.

Respectfully submitted this second day of October 1893.

Wilbur J. Kilby,
Commissioner in Chancery.

Comr. fee $250.00

Mayer Geo.
vs. } In Chy.
Wm. A. Allen Tals.

Report of Commissioner Wilbur J. Kilby under decree of 15 April 1893.

1893 October 2nd.
Filed:
A. P. Gomez D.C.

This Indenture made the Fourth day of September in the year Eighteen Hundred and Ninety One Between Artimesia Allen and William A. Allen her husband of the Town of Ramapo in the County of Rockland and State of New York of the first part and William Hogencamp of the City of Paterson in the State of New Jersey of the second part Witnesseth Whereas the said Artimesia Allen and William A. Allen are justly indebted to the said party of the second part in the sum of Four Thousand Dollars lawful money of the United States secured to be paid by a certain promissory note made by the said Artimesia Allen to the order of the said William A. Allen and by him endorsed said note being for the sum of Four Thousand Dollars and bearing date the Fourth day of September Eighteen Hundred and Ninety One payable four months after date at the Second National Bank of Jersey City Now this Indenture Wit-

witnesseth that the said party of the first part for the better securing the payment of the said sum of money mentioned in said promissory note and also for and in consideration of One Dollar paid by the said party of the second part the receipt whereby is hereby acknowledged do hereby grant and release unto the said party of the second part and to his heirs and assigns forever All that certain lot piece or parcel of land situate and lying in the Township of Ramapo aforesaid bounded as follows viz. Beginning at a stone fence on the West line of Innis Cooper's land and running thence along the land of Maria Young and James Blanchard South seventy eight degrees West thirty three chains and about twenty links to a fence then standing thence along said fence and another stone fence South fifteen and a half degrees West fourteen chains

and twenty five links to a fence and land thence along the same North seventy eight degrees West four chains and twenty one links thence south fourteen degrees and fifty minutes West ten chains and forty two links to a stake and stones and land of Chas J. Van Houten thence along the same and land of Innis Cooper south seventy seven degrees East thirty eight chains and about twenty links to the middle of the highway thence along the middle of the same North six degrees East nine chains and about ninety two links: thence along the North side of the highway leading Easterly to the Reformed Dutch Church two chains and Eleven links to a stone fence and parsonage lot thence along the same and land of said Innis Cooper North twelve and a quarter degrees East ten chains and thirty seven links to the place of beginning. Containing Eighty seven acres (87) and eight

hundredths (8/100) of an acre of land
Also one other lot of woodland ad-
joining to the above described lot
of land Beginning on the south-
west corner of said above described
lot at a stake and stone and
running thence North twenty nine
degrees West Thirty three links to
a stake and stones; thence south
twelve degrees and twenty minutes
West four chains to a stake in a
stone fence on the West line of
said Van Stoubens land thence
along said Van Stoubens other
land North seventy seven degrees
and ten minutes West two chains
and seventy links thence North
fifteen degrees and fifty minutes
East nine chains and thirty eight
links to a stake and stones thence
south seventy four degrees and
twenty minutes East two chains
and seventy links to a stake;
thence south fourteen degrees and
fifty minutes West five chains
and twenty six links to the place
of beginning. Containing two (2)

acres and a half (1/2) of an acre of land subject however to a certain right of way to Daniel Shurne his heirs and assigns which was excepted and reserved by him and particularly described in the deed dated January 8th 1861 made and executed by him and his wife to William O. Logan and recorded in Rockland County Clerks Office in Liber 39 of Deeds Pages 414, 415, 416, to which deed let reference be had together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises. To have and to hold the above granted premises unto the said party of the second part his heirs and assigns forever. Provided always that if the said parties of the first part their heirs executors or administrators shall pay unto the said party of the second part his executors administrators or assigns the said sum of money mentioned in the said promissory

note at the maturity thereof or shall pay any promissory note that shall be given in renewal thereof and all interest that may become due thereon then these presents and the estate hereby granted shall cease determine and be void. And the said parties of the first part covenant with the party of the second part as follows: That the said parties of the first part will pay the indebtedness as herein before provided, and if default be made in such payment the party of the second part shall have power to sell the premises herein described according to law. In Witness Whereof the said parties of the first part to these presents have hereunto set their hands and seals the day and year first above written.

In the presence of
One line interlined on second page before execution.
S. F. S. Henry.

Artimesia Allen L.S.
H. A. Allen L.S.

State of New Jersey } On this Fourth
County of Hudson } ss: day of Septbr.
Eighteen Hundred and Ninety
One before me personally came
Ortimesia Alley and William
A. Allen her husband to me
known and known to me to
be the individuals described in
and who executed the foregoing
instrument, and they thereupon
severally acknowledged to me
that they executed the same.
Selden T. S. Henry Master in Chy.
of New Jersey.

State of New Jersey } I Dennis
Hudson County } ss: Mc Laughlin
Clerk of the County of Hudson and
also Clerk of the Circuit Court
and Court of Common Pleas
holden therein do hereby certify
That Selden T. S. Henry before whom
the foregoing acknowledgment was
taken was at the date thereof
a Master in Chancery in and
for said County and State com-
missioned and sworn and duly
authorized to take the same And
further that I am well ac-

STATE OF NEW YORK,

Rockland County Clerk's Office. } *ss.*

I **Cyrus M. Crum,** *Clerk of said County, hereby certify that I have compared the foregoing copy* Mortgage *with the original, now* on record *in said office, and find the same to be a true and correct transcript therefrom, and of the whole of such original.*

In Testimony Whereof, *I have hereunto subscribed my name and affixed the Seal of said County this* 21st *day of* October 189[illegible]

Cyrus M. Crum *Clerk.*

quainted with the handwriting of such Master in Chancery and verily believe the signature purporting to be his is genuine. In Witness Whereof I have hereunto set my hand and affixed the seal of said Court and County this 5th day of September A.D. 1891.

Dennis McLaughlin Clerk.
By Deputy Clerk.

Recorded Sept. 8th 1891 at 9 o'c. A.M.
Cyrus M. Crum Clerk.

Mayer Ho.

vs. } In Chy.

Allen & als.

Copy of mortgage on the property of Artimesia Allen in Rockland County, N. Y. filed with the Report of Comr. Wilbur J. Kilby, under decree of 15 April 1893.

In the Circuit Court of Nansemond County, Virginia-

MAYER and CO vs W.A.ALLEN and OTHERS-

The joint and separate exceptions of W.A.Allen, the Second National Bank of Jesey City and William Hogencamp trustee, to the report of Commissioner Wilbur J.Kilby, made under decree of I5th day of April, I893, and filed on the 2nd day of October, I893-

Ist.Exception.The said parties except to said report and object to its confirmation because the said Commissioner has only partially reported the fahts obtainable from the oral testimony and from an examination of the buildings and lands of the said "Kindling Wood Factory" referred to in these proceedings, and has reported facts obtainable from incompetent testimony.It was in evidence before the Commissioner that the material furnished by the complainants and for which they claim a lien was used entirely in the construction of Kiln No.2; that each kiln is substantially a separate building and complete within itself for the purposes for which erected; that while as a matter of convenience each kiln now derives the steam-power necessary to carry it on from boilers placed in the same boiler house, still each derives such steam-power from separate boilers; that each kiln can be used and operated by entirely separate machinery; that there is sufficient land for said purpose, there being sufficient land for the erection thereon of buildings for separate boiler-houses and engine rooms; that all connection between Kiln No.I and Kiln No 2.and the boiler-house can be easily severed; and that the same can be severed without injury to either kiln.The affidavit of Jas.H.Bedell, who was a witness before the Commissioner, and who testified to these facts, is herewith read and prayed to be taken as a part of this exception.And if said facts are denied,

these parties ask the Court that a reasonable time may be allowed to show by depositions in writing that the same are true and ought to have been reported as facts by the Commissioner. It was also in evidence before the Commissioner that at the time suit was instituted none of the original notes or renewals thereof given by Allen to complainants for the debt claimed in said lien were actually due, and that none of said notes were given with the consent of the Bank or its trustee. It was in evidence that W.A.Allen long before the institution of this suit paid and satisfied any indebtedness to Mayer and Co existing at the time the deed of trust in dispute was made. The affidavit of Atkinson admitted as evidence by the Commissioner is not competent evidence of the facts recited in it. The said report ought therefore to be recommitted with instructions to the Commissioner to include in his next report such facts, as may be shown by said depositions, to have been obtainable by said Commissioner from the oral evidence heretofore heard by him, and also from an examination of the premises, and which said facts were inadvertently omitted in his present report.

2nd. Exception. Said report ~~report~~ is excepted to and its confirmation objected to because the order of reference to a Commissioner was prematurely made. At the time said order of reference was made the Court had not passed upon the demurrer to the complainants bill, had not passed upon the legality of the deed in dispute, and it had not been shown therefore by the proceedings that any account was necessary and proper.

3rd Exception. The said parties except to said report and object to its confirmation because the said Commissioner in "Account No. I", Statement A" has reported the debt due to Mayer and Co by W.A.Allen as having priority over the debt due ~~to~~ said W.A.Allen to the Second National Bank of Jersey City and secured by the trust-deed referred to in these proceedings. The Commissioner states that "Statement A" under the head of "Account No I." is based upon the conclusion that the deed of trust made by Allen and wife for the benefit of the said Bank is void in law. Such finding and conclusion of the Commissioner is contrary to law and to the facts. The deed of trust was recorded soon after its ~~record tion~~ execution. The debt due to Mayer and Co was subsequently contracted with full notice of its provisions. The prop-

ty conveyed is land and buildings, and is not liable to be consumed or misapplied during the continuance of the trust. The powers given the trustee are incentire consistency with the avowed purpose of the deed, and especially deprived the grantor of all power and opportunity of diverting the trust fund. The deed in dispute does not belong to that class of cases followed by the Commissioner and of which Lang vs Lee is the leading case in Virginia but to a totally different class of cases. The findings of the Commissioner on this point are clearly contrary to law and to the decisions of the Court of Appeals in this State.

4th Exception: The said parties except to said report and object to its confirmation because the said Commissioner in Account No. I, Statement B. "has given to the complainants a prior lien by reason of the mechanics lien filed by them on the land and buildings and machinery of the "Kindling -Wood Factory", and has concluded that the deed of trust lien, although the deed was admitted to record some months before the contract to furnish the material was made, is subordinate thereto. This finding and conclusion of the Commissioner is repugnant to the spirit and justice of civilized jurisprudence, to the emphatic judicial utterances of distinguished judges, and to the statute law of this State. At the time and months before the materials were furnished by Mayer and Co to be used in construction of Kiln No. 2. Allen's interest in the land and other buildings upon the premises was subject to the lien of the deed of trust. The materials were used in the construction of Kiln No. 2. entirely. Kiln No. 2. is a separate building, and complete for the purposes for which it was erected. Kiln No. 2. can be operated by separate machinery. All connection between Kiln N .2. and Kiln No. I. and the boiler-house can be easily severed. The complainants

are

are only entitled to a prior lien on the new structure in the construction of which the material furnished by them was only used, and on Allens interest in sufficient land for the proper and conveninent use of the same. The attempt on the part of the Commissioner to include under the word "land" every conceivable thing that might be necessary for the convenient use of the "new structure" and in that way connect it with other structures and the ground on which they rest is contrary to law and to the statute. The statute says so much land shall be given, not so many other buildings.

5th Exception. The said parties except to said report and object to its confirmation because the Commissioner has decided that said complainants could bring a suit to enforce a mechanics lien, the amount of which was closed by notes, before the notes or either of them matured, and at a time when none were actually due. After the mechanics lien was filed Mayer and Co took from Allen certain notes as alleged collateral security. At the time this suit was instituted none of these notes were actually due. The notes were given and renewed without the consent of the Second National Bank of Jersey City or its trustee. The suit could not be properly instituted until one of notes was actually due.

For these reasons, these parties except to said report, and ask that the Court, proceeding to decide the questions of law in accordance with established principles, shall declare that the deed of trust given by Allen in favor of the Second National Bank is a good and valid deed, and that by virtue of said deed, the said Bank has a prior lien on the entire Property of W.A. Allen, known as the "Kindling-Wood Factory" including land and buildings and machinery, as conveyed in said deed, except upon Kiln No. 2., a new structure subsequently built with the ma-

terials partly furnished by the complainants.

Respectfully submitted,

William A. Allen, The Second National Bank of Jersey City and William Hogencamp, trustee,

By E. E. Halland.

Counsel-

Virginia, Nansemond County, towit:

James H. Bedell, being duly sworn deposes and says as follows:

I am and have been for a number of years Manager of the W.A. Allen Kindling Wood Mills in Suffolk, Va; I am a practical mechanic; I have no hesitancy in saying that Kiln No. 2. is a separate building complete within itself for the purpose of drying and bundling and packing kindling wood; that all connection between Kiln NO I. and Kiln No 2. can be easily severed; that all connection between Kiln No. 2. and the boiler house can be easily severed; and that then by the use of separate machinery Kiln No. 2. can be as easily run by said separate machinery as now; and that there is ~~sufficient~~ unused land belonging to said "Mill-Site" which can go along with Kiln No. 2. ~~as may be necessary~~ amply sufficient for its proper and convenient use and enjoyment, there being sufficient land for the erection thereon of a new boiler house and engine house to be used in connection with Kiln No. 2, when all connection as aforesaid is severed. Given under my hand this the 9th day of December, 1893

James H. Bedell

Subscribed and sworn to before me this the 9th day of December, 1893

E. E. Hackney
N.P.

Mayer & Co

vs.

W. A. Allen & als

Exceptions to Commr's Report

Filed this day
C M O
March 14, 1894

E. E. HOLLAND,
ATTORNEY AT LAW,
SUFFOLK, VA.

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