

1895-031

Nansemond Co. (Suffolk)

Chancery Causes: Farmers Bank of Nansemond etc vs Robert R. Prentiss, trst et al

Duke & Smith], Duke, Smith, Kilby, Saunders, Holland, Commercial Folder 1 of 3
Bank of Suffolk], Gay Manufacturing Co], Riddick, Brinkley & Co], R P Voight & Co],
Seabury, Sickel, Hellen & Co], I. Whitehill & Co], Oberndorfer & Co],
Jones & Bro], R J Neely & Co], Wheley & Rider], Johnson, Reid, Tanner &
Delaney Engine Co], Ballard & Smith], Butler, Crosby & Ryan], Hurney,
Williams, Briggs, Parker, Rea, Eley, Riddick & Baker], Pierce, W F Allen & Co],
Mayer & Co], W F Allen & Son], Bradshaw, Harrell, Deightrey, Ryland & Brooks],
Webb, Booker, Deightrey & Hines], Lowther, Bradshaw, Gum & Co], Nelms, Pinner

To the Hon. Geo. Blinn, Judge of the Cir-
cuit Court for Waukegan County.

The Farmers Bank of Waukegan, which sues
for itself and all other creditors of the
late firm of Duke and Smith, Compaed of Wm.
Duke, now deceased and G. B. Smith, who may come in
and contribute to the costs of this suit, respect-
fully represents and shews unto your Honor.
That the said Wm. Duke and G. B. Smith, were be-
fore the death of said Duke, partners engaged
largely in the manufacture of lumber and tra-
ding under the firm name and style of Duke
and Smith; that said firm of Duke and Smith
at the time of the death of said Duke, were largely
indebted to your orator, to-wit: in the sum of
\$2500, evidenced by a negotiable note, drawn by
one A. L. Nelson, payable to said Duke and Smith and
by them endorsed to your orator; in the sum of \$150,
evidenced by a certain negotiable ^{note} drawn by one
A. L. Nelson, payable to Duke & Smith and by them
endorsed to your orator; in the sum of \$175 evi-
denced by a certain negotiable note, drawn
by said Duke & Smith, payable to one A. L. Nelson,
and by him endorsed to your orator; and in the
further sum of \$200, evidenced by a negotiable
note drawn by Duke & Smith, payable to A. L. Nelson

and by him endorsed to your orator, all of which said notes marked, Exhibit "A" are herewith filed as a part of this bill. Your orator avers and alleges that as each of said notes became respectively due and payable, according to their tenor and effect, the same, on the day and year when they became so due and payable, the same were duly presented and shown for payment at the place in each note named, and payment refused, and not being paid, each note, on the day and year it became due and payable, was duly protested and the endorsers duly notified.

And your orator further avers and alleges that each and all of said notes are still due and unpaid.

That upon the death of said D. W. Duke, his last will and testament was duly proven in the County Court of Hancock County, and E. Leonty Duke, his widow, duly qualified according to law as Executrix thereof, a certificate of which said qualification is herewith filed, marked Exhibit "B" as a part of this bill; and took possession of and proceeded to administer his estate.

That the said Duke & Smith were engaged largely in the manufacture of lumber, on this ac-

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Court owned large mill property and numerous tracts of land, and when at the time of the said Dr. Duke's death were seized and assessed of a very large real and personal estate.

That the said G. B. Smith as surviving partner took possession of all said property, and continued to manufacture, ship and sell lumber until the 2nd day of August, 1886, when he as surviving partner as aforesaid and E. Worley Duke in her own right and as Executrix of D. W. Duke, with the object and intent to prevent your orator from realizing anything from the partnership assets, made a certain deed of trust or assignment wherein was conveyed to one Rob. R. Prentiss, the trustee named therein, all the partnership assets, upon certain trusts therein named and specified, all of which will more fully appear from a copy of said deed, herewith filed, marked Exhibit "C" and prayed to be read as a part of this bill.

Your complainant alleges and charges that said deed was made with the object and intent to hinder, delay and defraud your complainant and is fraudulent and void. Your complainant alleges and charges that said deed is frau-

Dulent: First: That it provides for the payment of the expense of manufacturing, shipping and selling lumber, incurred after the death of said D. W. Duke, done entirely at the risk and expense of the surviving partner G. B. Smith and not a legal charge ~~charge~~ upon the partnership assets. Second. That said deed is indefinite and uncertain in that it provides for the payment of all the principal debts of the firm, to whom they are not indebted as endorsers or ~~securities~~, thereby failing to give any information as to the ~~creditors~~ or the indebtedness of the firm and instead of giving the bona fide creditors of the concern some security against fraud, to which they are entitled, placing it in the power of the debtor to defraud his creditors and leaving entirely to the trustee to decide upon the genuineness of all claims and as to what creditors ^{to be} paid, which are powers and privileges no trustee in such deeds of this character should be allowed to exercise.

Third. That as a surviving partner takes the partnership property subject to the partnership debts, is considered as a trustee for all parties interested in the

1
partnership and for the payment of the partnership debts, he has neither the right nor the power to make preferred creditors in any deed of assignment he may make but must provide for the equal payment of all partnership debts to the extent of the partnership assets.

Fourth - That the Executrix ^{of the deceased partner} had no right to meddle with the partnership assets until the payment of the partnership ^{debts}; to sanction the payment of expense not chargeable upon the partnership assets; to satisfy sales made by the surviving partner to the possible sacrifice of the partnership assets; to consent to the private sale of partnership property to the possible prejudice of the individual assets of her decedent; to allow the payment of certain preferred debts in fraud of the rights of other creditors who should share equally in the partnership assets, and if they be not sufficient in the individual assets of her decedent; and otherwise to consent to the disposition of the partnership assets not in exoneration of the assets of her decedent, and contrary to equity.

And therefore your Complainant alleges and charges that said deed is fraudulent and void, that it should be set aside,

and the property therein embraced sub-
jected to the payment of all the part-
nership debts

Your orator is informed and believes that
the sale made to Ryland Brooks, mention-
ed in the deed aforesaid, has been consum-
mated by Rob. R. Prentiss, the trustee, that
he has placed said parties in possession
of the property, accounted them to retain
sixty per cent of their claim, as provided
for in the deed and collected other debts
due to said partnership.

Your orator further charges that the said
D. W. Duke was at the time of his death
seized and possessed of large real and
personal estate, and that he is informed
and believes that even after the payment
of all the individual debts of said decedent,
there will still be left in the hands of
E. W. Duke, his executor, a large sur-
plus

Your orator further charges that the as-
sets of said late firm of Duke & Smith, are
not be sufficient to pay the partnership
debts, and that ^{such} surplus and the real es-
tate of said decedent, a part of which is sub-
ject to a deed of trust ^{for \$2000.} made by said D. W.

Duke in his lifetime, William J. Hilly, Trustee, for B. L. Saunders, are liable to the payment of such of the partnership debts as remain unpaid after the partnership assets have been exhausted, and should be sued and subjected to the payment thereof.

For as much therefore as your orator is remediless save in a court of Equity where matters of this kind are alone and properly cognizable your orator prays that Robert R. Prentiss, Trustee, G. B. Smith, in his own right and as surviving partner of the late firm of Duke and Smith, E. Worthey Duke, in her own right and as executrix of Dr. Duke deceased, William J. Hilly, Trustee, Benjamin L. Saunders and all other interested made parties defendant by the general description of unknown parties, may be made parties defendant to this bill, the unknown parties as unknown parties; that they may be required to answer the same; that a true and accurate account of the liabilities and assets of the late firm of Duke and Smith may be taken before one of the Commissioners of this Court; that an account may be taken of the transactions of G. B. Smith, surviving partner, since the death of Dr. Duke, and es.

pecially of the property sold to by land
and Brooks, the amount of the purchase
money and the terms and conditions of
the sale; That an account be taken of
the transactions of Rob. R. Prentiss Trustee in
the and of time mentioned in this line,
since the execution of said deed; and of
all amounts received by him as such trust-
ee aforesaid; that said deed aforesaid may
be set aside as fraudulent and void,
and the property embraced therein sold
and subjected to the payment of the part-
nership debts; that all the partnership
property may be subjected to the equal
payment of the firm debts; that an account
may be taken of the individual assets, real
and personal, of D. W. Duke dec'd; of all debts
due ^{to} him or his estate, with their priorities;
that an account be taken of the doings and
actings of E. Worthing Duke as Executor of D. W.
Duke dec'd; and that after the payment of
the individual debts of D. W. Duke, dec'd, his
assets real and personal may be sold and
subjected to the payment of such of the part-
nership debts as remain unpaid after the
partnership assets have been exhausted;
that proper process issue, that all proper

Orders And Decrees may be made and
Enquiries directed: And that all such other
further and general relief may be af-
forded and given to your Complainant as
the nature of his case may require or to
Equity shall seem meet. And your Com-
plainant will ever pray &c -

E. E. Moreland. h. q.
R. H. Rawles

^{Edw. Holland Esq}
^{R. H. Buel Esq}
Farmers Bank of Nausa,
who sues for,
Bill.

vs { In Chancery
Robert R. Prentiss, Trustee,
G. B. Smith, Survi-
ving Partner & als

Nausa and Co: Co:

The Farmers Bank of Mansfield, who sue &c
vs Chy. Notes

Robert R. Prentiss, Trustee & als.

1886. Aug: 11th: Sum² in Chy: of Sum² to Sept: Rules, 1886.

" " " Affidavit as to non-resident & unknown parties filed and
order of Publication awarded, in Vacation

" Sept: 6th: Bill & expts: filed, & decree nisi is "all the known
defendants"

Chy: Notes

48578

119263

July 19



\$ 175

SUFFOLK, VA

1886

days after date

promise to pay unto

A. L. Helms

or order, negotiable and

payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,

One hundred and seventy five ¹⁰⁰ Dollars,

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

Credit the Maker.

James Smith

A. L. Williams

Endorsed:

SUFFOLK, VA., May 17 1886

\$175 Fifty days after date or promise to pay unto
A. L. Wilson, or order,
negotiable and payable at the

—FARMERS BANK OF NANSEMOND, IN SUFFOLK—

without offset, One Hundred Seventy Five DOLLARS,
for value received; and it is agreed upon by the parties that the interest on this
Note shall be payable in advance; and we, principal and endorsers, hereby waive
the benefit of our Homestead Exemption as to this debt.

Credit the Maker.

} Dr. S. Smith

UNITED STATES OF AMERICA,

STATE OF VIRGINIA, COUNTY OF NANSEMOND,

} SS.

BE IT KNOWN, That on the 19th day of July, in the year of our Lord one thousand
eight hundred and eighty-four, at the request of W. H. JONES, JR., Cashier of the Farmers Bank of Nansemond, and
holder of the above described note, I, CHAS. W. JENKINS, a Notary Public in and for the county
aforesaid, by lawful authority duly commissioned and sworn, did present the original note (a true copy whereof
is above written), to Dr. S. Smith by notice to W. H. Jones Bank of Nansemond Suffolk Va, where it was payable, and demanded
payment thereof (the time limited having expired), which was refused.

WHEREUPON, I, the said Notary, at the request aforesaid, did PROTEST, and by these presents do publicly
and solemnly PROTEST, as well against maker and endorsers of the said note as against all others whom
it doth or may concern, for all loss, damage, exchange, re-exchange, principal, interest and costs already incurred, or to
be hereafter incurred, for want of payment thereof.

IN WITNESS WHEREOF, I, the said Notary, have hereunto set my hand and affixed my Notarial Seal, the
day and year above written.

Protest and Record.....\$ 1.00

Additional Notices.....

State Tax on Seal.....1.00

Postage.....2

Charges.....\$ 2.02

Charles W. Jenkins

NOTARY PUBLIC.

28161.

119030

June 27



\$150.00

Suffolk, Va., April 15th 1886

days after date I promise to pay unto

Coke Smith

or order, negotiable and

payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,

one hundred Dollars,

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

CREDIT THE MAKER.

A. L. Smith

George & Son

Endorsed:

\$150

SUFFOLK, VA., Apr 15 1886

I promise to pay unto

Duke Smith or order,
negotiable and payable at the

—FARMERS BANK OF NANSEMOND, IN SUFFOLK—

without offset, *On Hand* Fifty ¹⁰⁰ DOLLARS,
for value received; and it is agreed upon by the parties that the interest on this
Note shall be payable in advance; and we, principal and endorsers, hereby waive
the benefit of our Homestead Exemption as to this debt.

Credit the Maker.

A. S. Melius

UNITED STATES OF AMERICA, } SS.
STATE OF VIRGINIA, COUNTY OF NANSEMOND, }

BE IT KNOWN, That on the *17* day of *June*, in the year of our Lord one thousand
eight hundred and eighty-*8*, at the request of W. H. JONES, JR., Cashier of the Farmers Bank of Nansemond, and
holder of the above described *note*, I, CHAS. W. JENKINS, a Notary Public in and for the county
aforesaid, by lawful authority duly commissioned and sworn, did present the original *note* (a true copy whereof
is above written), to *A. S. Melius by notice to The Farmers Bank of Nansemond, Suffolk Va*, where it was payable, and demanded
payment thereof (the time limited having expired), which was refused.

WHEREUPON, I, the said Notary, at the request aforesaid, did PROTEST, and by these presents do publicly
and solemnly PROTEST, as well against maker and endorsers of the said *note* as against all others whom
it doth or may concern, for all loss, damage, exchange, re-exchange, principal, interest and costs already incurred, or to
be hereafter incurred, for want of payment thereof.

IN WITNESS WHEREOF, I, the said Notary, have hereunto set my hand and affixed my Notarial Seal, the
day and year above written.

Protest and Record.....\$ 100

Additional Notices.....

State Tax on Seal..... 100

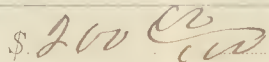
Postage..... 02

Charges.....\$ 2.02

Charles W. Jenkins

NOTARY PUBLIC

June 24



SUFFOLK, VA.

FOLK, VA *April 22* 188 *6*
days after date *we* promise to pay unto

or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,

Two hundred and fifty Dollars, 100

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

Credit the Maker.

Dana Smith

A. L. Williams

Endorsed:

\$200.⁰⁰

SUFFOLK, VA., *Apr 22* 1886

Sixty days after date *22* promise to pay unto
A. L. Melms, or order,
negotiable and payable at the

—FARMERS BANK OF NANSEMOND, IN SUFFOLK—

without offset, *Two Hundred* DOLLARS,
for value received; and it is agreed upon by the parties that the interest on this
Note shall be payable in advance; and we, principal and endorsers, hereby waive
the benefit of our Homestead Exemption as to this debt.

Credit the Maker.

Chas W Jenkins

UNITED STATES OF AMERICA,

STATE OF VIRGINIA, COUNTY OF NANSEMOND, } SS.

BE IT KNOWN, That on the *24th* day of *June*, in the year of our Lord one thousand
eight hundred and eighty-*84*, at the request of W. H. JONES, JR., Cashier of the Farmers Bank of Nansemond, and
holder of the above described *note*, I, CHAS. W. JENKINS, a Notary Public in and for the county
aforesaid, by lawful authority duly commissioned and sworn, did present the original *note* (a true copy whereof
is above written), to *Chas W Jenkins by notice to the Farmers Bank of Nansemond in Suffolk Va*, where it was payable, and demanded
payment thereof (the time limited having expired), which was refused.

WHEREUPON, I, the said Notary, at the request aforesaid, did PROTEST, and by these presents do publicly
and solemnly PROTEST, as well against maker and endorsers of the said *note* as against all others whom
it doth or may concern, for all loss, damage, exchange, re-exchange, principal, interest and costs already incurred, or to
be hereafter incurred, for want of payment thereof.

IN WITNESS WHEREOF, I, the said Notary, have hereunto set my hand and affixed my Notarial Seal, the
day and year above written.

Protest and Record.....\$ 100

Additional Notices.....

State Tax on Seal..... 100

Postage..... *or*

Charges.....\$ *2.00*

Chas W Jenkins

NOTARY PUBLIC.

48295

49036

July 5

40⁰⁰

\$2500

SUFFOLK, VA.,

May 3

1886



Dictated by
Wm. Smith
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,
Twenty Five hundred and no/100 Dollars,
for value received; and it is agreed upon by the parties that the interest on this
Note shall be payable in advance; and we, principal and endorsers, hereby waive
the benefit of our homestead exemption as to this debt.

Credit the Maker.

A. L. Miller

Julie Smith

Endorsed:	\$2500	SUFFOLK, VA.,	May 3	1886
Sade & Smith	<i>Fifty</i>	days after date	<i>I</i>	promise to pay unto
	<i>Sade & Smith</i>			, or order,
	negotiable and payable at the			
	FARMERS BANK OF NANSEMOND, IN SUFFOLK			
	without offset,	<i>Twenty Five Hundred</i>	100	DOLLARS,
	for value received; and it is agreed upon by the parties that the interest on this			
	Note shall be payable in advance; and we, principal and endorsers, hereby waive			
	the benefit of our Homestead Exemption as to this debt.			
	Credit the Maker.			<i>A. L. Wilson</i>

UNITED STATES OF AMERICA, }
STATE OF VIRGINIA, COUNTY OF NANSEMOND, } SS.

BE IT KNOWN, That on the *5* day of *July*, in the year of our Lord one thousand eight hundred and eighty-*84*, at the request of W. H. JONES, JR., Cashier of the Farmers Bank of Nansemond, and holder of the above described *note*, I, CHAS. W. JENKINS, a Notary Public in and for the county aforesaid, by lawful authority duly commissioned and sworn, did present the original (a true copy whereof is above written), to *A. L. Wilson by virtue of the* *of Farmers Bank of Nansemond*, where it was payable, and demanded payment thereof (the time limited having expired), which was refused.

WHEREUPON, I, the said Notary, at the request aforesaid, did PROTEST, and by these presents do publicly and solemnly PROTEST, as well against maker and endorsers of the said *note* as against all others whom it doth or may concern, for all loss, damage, exchange, re-exchange, principal, interest and costs already incurred, or to be hereafter incurred, for want of payment thereof.

IN WITNESS WHEREOF, I, the said Notary, have hereunto set my hand and affixed my Notarial Seal, the day and year above written.

Protest and Record.....\$ *100*
Additional Notices.....
State Tax on Seal..... *100*
Postage..... *02*
Charges.....\$ *2.02*

Charles W. Jenkins
NOTARY PUBLIC.

No. _____

Plaintiff

Residence.....

Defendant.....

Residence.....

Sent by.....

Date.....

Amount.....

Interest.....

REMARKS :

Exhibit "A"

Notes.

E. E. HOLLAND,
Attorney at Law,
Suffolk, Va.

The Farmers Bank of Chausemound etc.

vs.

Rob. R. Prentiss, Trustee & al.

This cause came on this day to be again heard on the papers formerly read and on the Report of Commissioner, Wilbur J. Kilby, filed on the 24th. day of September 1895 (the same being a Report of a further account of the transactions of E. Wortley Duke, Executrix of the last will and testament of David W. Duke deceased in pursuance of the decree entered herein on the 13th. day of June 1895), and was argued by Counsel.

On consideration whereof the Court doth confirm the said Report ^{and account} to which no exception has been taken and doth adjudge, order and decree that the clerk of this court certify to the clerk of the county court of this county copies of the several accounts of the transactions of said Executrix approved and confirmed in this cause with a memorandum at the foot of each copy stat-

The Farmers Bank
of Chautauque

vs. } In Chy.

Robt. R. Prentiss, Trustee
et al.

In the Circuit
Court of Chautauque
County, W. Va.
October 15, 1895

Final Decree

To be entered

Robert R. Prentiss.

Entered in Chancery
Order Book No. 2.

Page 659. -

ing the style of this cause and the date
of the decree confirming ~~each of~~
the ~~said~~ account. to be recorded by the
Clerk of said County Court in the Book
in which such accounts are required
to be recorded in his office.

~~And this cause is continued.~~

And the Court doth further adjudge, order
and decree that the proceedings in this cause
be final and binding between the parties;
and nothing further remaining to be done
herein, it is ordered that this cause be
removed from the docket.

¹²
26³ 100 One day after date... we... promise to pay unto
Y Holland his Heirs, Executors, Administrators or Assigns, the just and
full sum of... Two hundred and three Dollars and 14 Cents,
current money of the United States, for value received, with interest from date; for the payment of which.....
bind ~~an~~ seller, ~~an~~ Heirs, Executors and Administrators firmly by these presents; and ~~an~~ hereby
waive the benefit of ~~an~~ Homestead Exemption as to this debt, obligation or contract.

As witness ~~an~~ hand... and seal... this 16 day of June in the year of
our Lord one thousand eight hundred and eighty-four

Witness... J. A. Luke Duke Smith (Seal.)
..... (Seal.)

Wm. L. & Smith

208.14

June 16-84

THE FARMERS, BANK, &C.

VS. }

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

R. R. PRENTIS, TRUSTEE &C.

Z. T. HOLLAND, YOUR PETITIONER, RESPECT-

FULLY REPRESENTS THAT HE IS A CREDITOR ^{of} THE FIRM OF DUKE & SMITH; HOLD-

ING THEIR NOTE FOR \$203.14, DATED, JUNE 16, 1884, PAYABLE ONE DAY
AFTER DATE, NO PART OF WHICH HAS EVER BEEN PAID.

YOUR PETITIONER SAYS THAT HE HAS NEVER KNOWN ANYTHING OF THE SET-
TLEMENT OF THE AFFAIRS OF SAID FIRM, BUT DESIRES TO SHARE IN THE
DISTRIBUTION OF SAID TRUSTEE-FUND AS FULLY AND IN THE SAME PRO-
PORTION AS OTHER CREDITORS OF SAME DIGNITY:

AND, THEREFORE, THIS PETITIONER PRAYS FOR A FURTHER ACCOUNT OF
DEBTS OF THE ^{debts of} SAID FIRM AND OF THE ESTATE OF SAID D. W. DUKE ONE
OF THE PARTNERS LATE OF SAID FIRM; AND THAT THIS PETITIONER MAY

OUT OF THE FIRST FUND AVAILABLE BE PAID PRO RATA WITH OTHER CREDIT-
ORS. AND ASKS LEAVE TO FILE THIS PETITION. HE WILLEVER PRAY &C.

March 15th 1888.

W. S. Hall and
Counsel for
Petitioner

Forness Bank & Co.
vs $\frac{1}{2}$ In Chancery
R. R. Prentiss, Trustee

Creditor's Petition
W. S. Halloway, Jr.

In the Circuit Court of Nausemond
County, Virginia.

In the suit of
The Farmers' Bank of Nausemond

vs.

R.R. Prentiss Trustee,

Et als.

In

Chancery.

William H. Peters, Receiver
of the Exchange National Bank of
Norfolk, by his counsel, excepts to
the Report of Commissioner W. J.
Kilby, filed in this cause at this
(October 1889) Term of the Court -
the said Commissioner having therein
reported adversely to the claim of
the said Receiver to a share of the
fund for distribution in this cause
as the holder of two certain ^{Evidence of debt} ~~notes~~
one ^{a note} for the sum of \$350. made by
W. J. Baker & Co., and endorsed by Duke
& Smith, dated Febr 13th 1885, and the
other ^{a draft} for \$225. made by Duke & Smith
accepted by W. J. Baker & Co. dated
Jan'y 31. 1885.

The said Commissioner has reported

that this Receiver, having accepted fifty per cent. of the principal of the two said debts, in compromise of all the liability of Minnie T. Norcop, who is said to have been one of the firm of W. J. Baker & Co., has, in the opinion of the Commissioner, released the Estate of Duke & Smith and each of them from all liability on said claims.

The Receiver excepts to this opinion and Report of the Commissioner as being erroneous in fact and in law, and prays that these his Exceptions may be set for hearing, and the Report be recommitteed & corrected &c.

W. H. Peters, Receiver &
by J. S. Garnett
his counsel

Norfolk Va.

Oct. 17, 1889.

The Farmers Bank
of Mansfield &c
vs. } In Chy.

Robt. R. Prentiss, Trustee

Exceptions to
Commr Kilbys
Report in re
Duke & Smith
&c.

allowed to be
filed.

The Farmers Bank of Hausenmond

vs } In Chancery.

Robt. Reulis, Trustee & als

The answer of E. Woolley
Duke, in her own right, and as Executrix of D. H.
Duke, Decd? to a Bill in Chancery Exhibited against
herself and others in the Circuit Court of Hausen-
mond County, by the Farmers Bank of Hausenmond.

This respondent, now and at all times hereafter
reserving to herself all manner of benefit and Ex-
ception which may be had or taken to the many
errors, uncertainties and imperfections in the
said Bill contained, for answer thereto or to
so much or such parts thereof as she is advised
it is material or necessary for her to answer, an-
swering says:

It is true, that prior to the death of the
said D. H. Duke, he and the said G. B. Smith were
copartners in the manufacture of lumber, under
the name of Duke & Smith; that said firm was,
at the time of D. H. Duke's death largely indebted;
but this respondent neither confesses or denies
the indebtedness alleged, to the complainant, the
Farmers Bank of Hausenmond; nor if such indebt-
edness exists; does this respondent know whether
it was contracted as principals or as surety for
other parties; but she calls for proof both of
the amount and character of such debts.

It is ~~also~~ true as alleged in said Bill that this respondent did qualify as Executor of the last Will and Testament of said D. W. Duke, and that prior to his death he was possessed of some Real and personal Estate, apart from his interest in the said Copartnership. It is also true that said Decedent, long before his death had insured his life for a considerable sum of money, and that the greater part of said Insurance was effected for the benefit of his Estate; and that with the money derived from the Life Insurance, the individual Estate of said D. W. Duke is more than sufficient to pay his individual indebtedness.

Nor does this respondent deny that after the death of said D. W. Duke, she acted with G. B. Smith the surviving partner of the late firm of Duke Smith, in making a conveyance of the Copartnership assets of said firm. But she does deny that in so doing, she intended to defraud any of the Creditors of said firm. On the contrary she thought at the time, and was so advised, that such conveyance made no preference of Creditors of said firm, but inured to the benefit of all such Creditors alike. This respondent was not familiar with the Effect of such Deeds, and not aware that

it was necessary for her to sign any papers relating to the said Copartnership, until they were brought to her for her signature, and then she signed the Deed to R. R. Reuter, Trustee, under the impression that while the assets of said Copartnership were insufficient to pay the debts, the Deed which she signed made a ratable and equitable distribution thereof among all the Copartnership Creditors, and as such was her intention she asks that all such creditors may be permitted to share alike in the benefits of said Deed, and that all the Copartnership debts be fully ascertained, their nature (whether debts of the said firm as principals or endorses or securities) be determined, and the intention of this respondent in executing said Deed be carried out.

This respondent also asks the Court to protect her individual rights in the personal Estate of D. W. Duke, Decd., and that after the payment of his individual debts, none of which she avers to go unpaid, the Court will decree to her out of the residue, all to which she would be entitled, if there were no claims of copartnership creditors to be asserted against the individual Estate of the decedent. In signing the said Deed, with G. B. Smith the surviving partner, she had no intention of meddling with the

partnership assets;" nor to "sanction the payment of any Expenses not chargeable upon the Partnership assets;" nor to "ratify sales made by the surviving partner to the - sacrifice of the Social assets;" nor to "consent to private sales of partnership property to the prejudice of the individual assets of her decedent;" nor to recognize any of the creditors of said firm as preferred above others, in favor of the rights of any, nor in any way to consent to the disposition of the Social assets, "not in execution of the assets of her decedent and Consistent to Equity." Subsequent to the signing of said Deed as aforesaid, this respondent is not advised what disposition has been made of the Social assets of said firm; she has not been called upon to sanction any of the transactions connected therewith, either in her own right or as Executive of the said D. H. Duke, nor is she aware what disposition has been made of any of the proceeds of the property conveyed by said Deed, but here repeats that it was her desire and intention to distribute the same ratably among all the Partnership Creditors.

It is also true that the farm owned by D. H. Duke was at the time of his death subject to a Deed of Trust in favor of B. L. Saunders for \$2000.00. The money obtained on the Deed of Trust, having

been used as this respondent believes, in and about the Copartnership business of Duke and Smith, and the Debt made a charge upon the individual Estate of D. W. Duke. But since the Death of said D. W. Duke, this respondent has used a portion of the insurance fund, which was drawing only four per cent interest and paid off the Debt of Trust which was bearing six per cent. This was done under legal advice to Effect - a Saving to the Estate and with the agreement - that the rights of none of the parties should be prejudiced thereby. This respondent asks, that after the payment of the individual debts of D. W. Duke, she may be allowed her Power in the residue thereof before appropriating it to the payment of any Copartnership debts of Duke Smith. She also asks the Court to direct an inquiry into the question of the appropriation of the money (\$2000⁰⁰) obtained by D. W. Duke, under the Deed of Trust on said fund, and if it shall be found that said fund was used in the Copartnership business of Duke Smith, she asks that the same be made a charge upon the Copartnership assets.

And having fully answered the Complainant's said bill, this respondent prays to

be hence dismissed, with her reasonable
costs in this behalf Expended, and She
will ever pray &c.

E. Worley Duke, Ex^t &c
and in her own right.
By Counsel.

Hausenau County to wit:

J. Geo H. Wright, a
Notary Public for the said County, do certify that
Mrs E. Worley Duke, personally appeared before
in my said County and made oath that the state-
ments of the answer above written are true to
the best of her knowledge & belief.

Given under my hand this 19th of Feby 1887

Jno. H. Wright N.P.

The Farmers' Bank of
Hansmann.

vs | In Chancery.

Robt R. Puentes Trustee & als

Answer of
E. Wortley Deke, in
her own right and as
Executrix of
W. W. Deke Deed.

The Answer of Robert R. Dennis,
Trustee, to a bill of complaint
exhibited against him and others in
the Circuit Court of Nausemond
County by The Farmers Bank of
Nausemond.

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

1. That he knows nothing whatever of the
indebtedness of Duke and Smith to
the complainant and hence can nei-
ther deny nor admit the allegations
of the bill upon this point, but
calls for proof of the same.
2. That it is true that on the 2nd day
of August 1886 George B. Smith the
surviving member of the firm of
Duke Smith and C. Worthy Duke
the Executrix of David M. Duke the
deceased member of the said firm,
conveyed certain partnership assets
to this respondent for the benefit
of the creditors of the firm. -

This respondent however utterly denies that the said conveyance was made with the object and intent to hinder delay and defraud the complainant, or that it is fraudulent and void, as the complainant has alleged. But on the contrary this respondent avers that the sole purpose and intent of the said deed was to secure an equitable division of all of the assets of the firm of Duke & Smith among their creditors, preferring however those debts which they owed as principal debtors over those debts for which they might be responsible as endorser or sureties.

This respondent further denies that the said deed is fraudulent by reason of the particulars alleged by the complainant:

First: Inasmuch as all the net proceeds of lumber manufactured by George B. Smith as surviving partner were conveyed to this respondent for the benefit of the firm's creditors, it was only proper that the expense of manufacturing, shipping and selling the same should

be first deducted. The partnership assets are not charged with this expense, nor does George B. Smith receive any ~~benefit~~ ~~what~~ money whatever on this account, but the expense of manufacturing, shipping and selling the lumber manufactured by George B. Smith is simply made a charge upon that lumber. - This respondent is advised that this lien doubtless existed by statute independently of anything that George B. Smith might say or do.

Secondly: That the said deed is neither indefinite nor uncertain, that it does not ~~leave to~~ give the Trustee the power to decide upon the genuineness of the claims. - The deed secures a class, "the debts due by Duke Smith as principal debtors"; and the trustee has no authority to pay any other class of debts, or to refuse to pay any debt belonging to the distinct and definite class described in the deed. - That is certain which can be made certain. ~~This act~~ is a maxim of law too ~~well~~ ancient and well-recognized to admit of dispute. - Had the creditors been named in the deed some

mistakes and omissions might have occurred, but under the language employed in the deed all are included for whom the benefit was intended. -

Thirdly: That there is no legal obligation upon ~~the~~^a surviving partner to pay security debts due by the partnership to the injury of the other creditors of the firm. That ~~he~~ a surviving partner is a trustee merely in the sense that he has no right to ~~convert~~ the assets to his own use until the creditors are paid, that he must apply the firm assets to the payment of the firm debts, but this respondent avers that a surviving partner has the right and the power to make preferred creditors

3. - This respondent utterly denies that he consummated the sale to Ryland Brooks or put the said parties in possession of the property sold to them or allowed them to retain sixty per cent of their claim. -

The facts are: That on the 15. day of July, some time before the ~~con~~ deed of trust to this respondent was executed, George B. Smith, the

5

1

surviving member of the firm of Duke
& Smith and E. Mortley Duke, the Executor
of David M. Duke the deceased member
of the said firm, sold the saw mill
and fixtures, timber and other property
in Gates County, North Carolina, to
Nyland & Brooks of Baltimore, ~~for~~
~~that~~ that they took possession of the
property on the 21. day of July 1886,
and on the 2nd. day of August
1886 the said surviving partner and
Executor conveyed to this respondent
as Trustee, not the saw mill property,
which had already been sold and
delivered, but the proceeds of the
sale, i.e. the money which was
due and to become due by
Nyland & Brooks under their
written contract of purchase. -
So that as Trustee, this respondent
had nothing to do with the said
sale to Nyland & Brooks. - This re-
spondent as an attorney at law
was cognizant of the transaction
and familiar with it ~~and~~ being the
counsel of the said George B. Smith.

This respondent prays for the aid and direction

of the Court in the management of the trust committed to him and that all disputes and contests between creditors may be determined and this respondent protected in the distribution of the fund. -

This respondent denies all fraud, unlawful combination and confederacy. -

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

Rob. D. Prentiss, Trustee. -

Answer of
Robt. M. Prentiss,
Trustee,
to Bill of
Farmers Bank of
Hudson. -

Memorandum of an agreement made
and entered into this fifteenth day of July
1886. between George B. Smith the surviving
partner of the late firm of Luke & Smith
of Sumbury, N.B., and S. P. Ryland Jr. and
Chauncey Brooks partners and lumber
commission merchants, trading as Ryland
& Brooks of Baltimore, Maryland.

1 The said George B. Smith, covenants, promises
and agrees to convey unto the said
Ryland & Brooks the following Saw mill
property now located in Gates County
North Carolina on the line of the Suffolk
and Carolina Railroad, lately operated
by Luke & Smith viz: Three boilers, one Saw
mill engine, one Saw mill, one steam
feed, one Saw Guage, Three circular
saws, one guiding machine, the general
or miscellaneous fixtures, one Log
Cutter, their Railroad ties, iron rails
and appurtenances, seven mules, two
horses and four pair of oxen, their Carts
and wagons at the mill, one Locomotive
(made by Tanner & Delaney ^{Company} of Richmond
Va.) the land upon which the mill is
located, known as the mill site, and
the buildings and improvements erected
thereon, and four flat cars, (made by

Billmeyer, Smalls & Co) upon the payment
by the said Ryland & Brooks of the sum
of fourteen thousand, seven hundred
dollars (\$14,700) the purchase price
therefor this day agreed upon in the
manner herein after specified -

And the said Smith further promises and
agrees to convey to the said Ryland &
Brooks the stock of groceries, clothing
and other merchandise in the store
at the said mill, together with the store
fixtures belonging to Luke Smith upon
the payment by the said Ryland & Brooks
of the cost prices thereof including the
freights thereon, the purchase price
this day agreed upon, in the manner
hereinafter specified -

And also to convey to the said Ryland
& Brooks all the right, title and interest
of Luke Smith in and to certain ^{timbered}
land in Gates County North Carolina
acquired by virtue of contracts with the
following named persons.

viz.

J. E. Barnes
Martin Kellogg.
Jos. R. Hill
Jas. W. Hill
Jordan Benton

Aminis Benton
Lempsey Goomer
Lemo Wilson
John. O. Benton
Philip Brothers
Isaac Green
Geo. Alfred Goomer
Jabner Harrell
Jacob Green
Joseph Jones
E. H. Barnes
A. J. Briggs
Robert Green
Wm Brantow
Green Sisters
Mrs. Howell
Wm. Lisle
Wm Taylor
Mr. C. Parker
Jacob Taylor
Burwell Brantow
Paley Hare
John A. Knight
Wiley Parker
William Hare
James Hare
Edw. Briggs
James. N. Rae

J. D. Ballard
Edwa. Parker
George B. Parker
E. M. Small
Geo. B. Parker.
E. H. Barney
J. B. Speight
E. Briggs (Right of way)
R. C. Matthews do.
Isaac Knight do
Jimmie Benton do.

Upon the payment by the said Ryland & Brooks of the principal amount of money which the said interests in timbered lands have cost the said Duke & Smith and also the payment by the said Ryland & Brooks of the respective balances due by Duke & Smith to the several vendors thereof who have not yet been fully paid ~~paid~~ as they have hereinafter ^{agreed} ~~agreed~~.

2. The said Ryland & Brooks in consideration of the premises, covenant, promise and agree to purchase the said saw mill property, merchandise and interests in timbered lands at the prices hereinabove set out, and to pay for the same in the following manner; that is to say, from the

aggregate amount of the purchase price (which is to be ascertained by proper inventory of the merchandise, and enquiry and examination as to the timbered lands within thirty days from this date) the said Ryland & Brooks may deduct sixty per centum of the indebtedness of Duke & Smith to them which is ^{evidenced} by negotiable notes of Duke & Smith and is now supposed to amount ^{to between} \$16,000 and \$17,000; and they may also deduct and retain out of the said purchase money the amount of the two negotiable notes due by Duke & Smith to the Tanner & Delaney Engine Company one for \$538.³⁷ and the other for \$551.²⁹ and the amount of eight negotiable notes due to Billmeyer, Smaller & Co aggregating \$457. which indebtedness of Duke & Smith aggregating \$1,546.³⁶, the said Ryland & Brooks hereby assume and covenant to pay and they also covenant to release the said Duke and Smith from all further responsibility on account of the sixty per centum of their indebtedness to be deducted from the purchase money as aforesaid. And the said Ryland & Brooks furthermore

assume and covenant to pay the balance of the said purchase money in three equal instalments in thirty, sixty and ninety days from this date to be secured by the negotiable notes of the said Ryland & Brooks payable to the said Smith and the retention of the title to the said property until the purchase money shall have been fully paid -

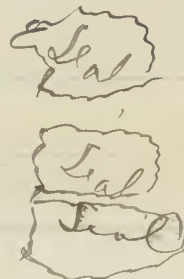
And the said Ryland & Brooks furthermore assume and covenant to pay all the indebtedness of Duke & Smith on account of timber or timbered lands heretofore purchased by them and not paid for provided the interest of Duke & Smith in the said lands and timber shall be conveyed by virtue of this agreement, except however those cases in which Duke & Smith may have cut all the timber from the said lands. ~~(and in those cases in which Duke & Smith may have cut all the timber from the said lands)~~; and in those cases in which Duke & Smith have cut a part of the timber purchased, the purchase money shall be ratably and equitably proportioned between Duke & Smith and Ryland & Brooks

ly two disinterested persons mutually chosen by George B. Smith & Ryland & Brooks and the said Ryland & Brooks covenant to take the inventory and make the enquiries necessary to ascertain definitely and accurately the exact amount of the purchase money due by them under this contract within thirty days from this date.

Possession of the said property shall be given to the said Ryland & Brooks at any time when the inventory of the merchandise shall be taken and within the next thirty days, but the said Smith may enter thereupon for the purpose of moving and shipping the lumber at the mill belonging to Duke & Smith or to G. B. Smith surviving partner.

It is furthermore mutually agreed and covenanted that the said Ryland & Brooks may anticipate the payment of the purchase money due under this contract should they elect so to do, and on payment of the amount due in full the said Smith covenants to convey the said property to them forthwith - Witnesses the following signatures and seals.

Geo. B. Smith
Jas. P. Ryland Jr.
Chauncy Brooks.



As the Executrix of David M. Duke deceased
and in my own right, I assent to the
aforesaid contract of sale, and join in the
same - And I covenant and promise to
unite in the conveyance of the property
therein specified to Ryland & Brooks
so soon as the terms of the sale shall
have been complied with. -

Witness the following signature and
seal this 20. day of July 1886. -

Edith Wortley Duke in my own
right and as Executrix of David
M. Duke (Seal). -

Exhibit No 1
with answer of
Geo. B. Smith to
Bill of The Farmers
Bank of Housemond

The Answer of George B. Smith in his own right and as surviving partner of the late firm of Duke & Smith, to a bill of complaint exhibited against him and others in the Circuit Court of Newsumond County by The Farmers Bank of Newsumond: -

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

1. That it is true that D. M. Duke deceased and himself composed the firm of Duke & Smith, but he utterly denies that the firm of Duke & Smith are in any way responsible to the complainant for the negotiable notes drawn by A. L. Nehus and described in the bill, for the reason that this respondent never made any such endorsements, and if his late partner ever used the firm name in making the same, he did so without the knowledge of this respondent and without his authority for so doing, either express

or implied. - That if any such en-
deavors were made the com-
plainant ~~had~~ ^{by David M. Duke} knew that
they were made, ~~surely~~ for the
accommodation of A. L. Nelson and
that the firm of Duke & Smith
received no benefit whatever from
the discount of the said notes.
Therefore this respondent ~~also~~ denies
that the firm of Duke & Smith are
indebted to the complainant as it
has alleged and denies ~~that~~ that there
is any legal obligation whatever
upon him to pay the said debts
evidenced by the notes of A. L.
Nelson. -

2. That it is true that on the 2. day of
August 1886 this respondent and E.
Worthy Duke Executor of David M. Duke
conveyed certain assets of the firm
to Robert N. Prentiss Trustee for the
benefit of the creditors of the firm.
This respondent however utterly denies
that the said conveyance was made
with the object and intent to
hinder, delay and defraud the
complainant, or that it is fraudulent
and void as the complainant has

alleged. - But on the contrary this respondent avers that the sole object and purpose of the said deed was to devote all the assets of Duke & Smith to the payment of the firm's debts without preferences among the debts due by them as principal debtors. - On learning that the firm was insolvent this respondent felt that his first duty was to secure those creditors whose money and property had gone into the partnership assets, in preference to paying off contingent liabilities for which the firm might be liable as endorers or sureties. - This respondent further denies that the deed is fraudulent by reason of the particulars alleged by the complainant:

First: For the purpose of preserving the saw-mill property and preventing it from depreciating in value, this respondent continued to manufacture lumber for the benefit of the firm's creditors after his co-partner's death. - The expense of manufacturing, shipping and selling this lumber is made a charge upon

it and the net proceeds are conveyed to the Trustee for the benefit of the firm's creditors. This respondent denies that these provisions (which were intended to benefit the creditors and did ~~not~~ increase the assets) make the deed fraudulent, as is alleged. Secondly: That the said deed is neither indefinite nor uncertain; that it does not give the Trustee the power to decide upon the genuineness of the claims. The deed secures as a class, "the debts due by Duke Smith as principal debtors." The Trustee has no right to refuse to pay any debt which belongs to the distinct and definite class ^{thus} described ~~in the deed~~ nor has he any authority to pay any other class of debts. That which is capable of being made certain is certain. - This respondent did not name the creditors in the deed because he feared that he would make some omissions and thus defeat his object, which was to secure an equitable and equal division of the firm's assets.

Thirdly: That a surviving partner may be a Trustee, but the trust is not defined further than that he can derive no benefit from the firm's assets for himself, until the firm debts are paid. - This Trust respondent has conscientiously endeavored to administer according to ^{law}. He has given the matter his time and attention and devoted all of the assets to the payment of the partnership debts. That as surviving partner he had both the right and the power to make preferred creditors. -

3. This respondent denies that Robert R. Prentiss, ^{as} Trustee, consummated the sale to Ryland & Brooks:

The facts are: That this respondent on finding that the firm was ^{hopelessly} insolvent determined, on the advice of counsel, to convert the assets into money and pay the same over to the creditors with all convenient speed. - Among other difficulties with which respondent was environed was the fact that Messrs. Ryland & Brooks of Baltimore to whom the firm was largely

indebted - say in the sum of at least \$16000. - held a mortgage upon the saw mill property in Gates County, North Carolina, which had been signed by respondent's partner David H. Duke, without respondent's knowledge, which the said Ryland & Brooks had put upon record in ~~the~~ Gates County after David H. Duke's death. Of course respondent denied the validity of this mortgage, and yet it promised to lead to tedious and expensive litigation. After some few weeks delay Ryland & Brooks ^{the merchandise and tools at cost and the saw mill and fixtures} proposed to buy the property at a figure slightly below cost and to pay for it with their debt dollar for dollar. Respondent refused this proposition, but having made a calculation which left him to believe that ~~at~~ the price offered by Ryland & Brooks would with the other assets pay about 60 % of the firm's debts, made a counter proposition to sell and allow them to pay 60 % of their debt on the purchase money.

the residue of the price to be paid in money in thirty, sixty and ninety days. - This last proposition was accepted and a written contract entered into, a copy of which is herewith filed marked Exhibit No. 1. and respondent prays that it may be read as a part of this answer. - Respondent has never regretted this transaction, and avers that a larger sum was thus realized for the creditors than could possibly have been expected had any other course been pursued. - Indeed respondent avers that the property would almost certainly have been sacrificed in the present depressed condition of the sawmill business if he had failed to take advantage of the opportunity offered. -

This property was never conveyed to Robert N. Prentiss Trustee, but the money arising therefrom was afterwards assigned to him by the deed dated 2. August 1886. - Notice is hereby given that the

Court will be asked to allow to
my counsel who represents me in
this cause such proper and reasona-
ble fees for services rendered to me
as the Court shall deem just. -
This respondent denies all fraud
unlawful combination and con-
federacy, and having fully answer-
ed prays to be hence dismissed
with his reasonable costs by
him in this behalf expended. -

Rob. R. Proutis. -
Counsel. -

State of Virginia,
County of Hanover to wit:

This day George B. Smith personally
appeared before me and made oath that the
statements contained in the foregoing answer,
so far as made of his own knowledge are
true and so far as made from knowledge or
information derived from others he believes
them to be true. - Given under my hand
this day of 1886. -

Answers of
Geo. B. Smith
to Bill of
The Farmers' Bank
of Mansfield -

This deed, made the second day of August, 1886. between George B. Smith, the surviving partner of the late firm of Duke & Smith, and Edith Thorley Duke in her own right and as Executrix of David W. Duke the deceased member of the said firm parties of the first part and Robert R. Prentiss of Suffolk, Virginia, chosen as trustee for the purposes of this deed, party of the second part, Witnesseth that the parties of the first part do assign, grant and convey unto the said Robert R. Prentiss Trustee, the following real and personal property, to wit:

1. Two lots of land lying in the Eastern suburbs of the town of Suffolk:

The first described as follows. Beginning at the Southeast corner of a lot of land on a way or street known as County Street belonging to Wm Burwell, thence running from said corner along and fronting immediately on said County Street thirty five (35) feet six (6) inches to the lot of the Suffolk and Carolina Railway Company thence west along the Northern line of the last named lot fifty (50) feet and six (6) inches, thence parallel to the said County Street, thirty five (35) feet, six (6) inches to the lot of Wm Burwell thence East to the beginning, fifty (50) feet six (6) inches, it being bounded North by the land of Wm Burwell East by said County Street

South by the land of S & C. Railway Co. and West by the land of John B. Pinner.

The second described as follows, beginning at a point on Ignes street forty (40) feet from the Southwest corner of a lot conveyed to John B. Pinner by Sarah L. Mellons. Thence along and fronting immediately on said Ignes street forty (40) feet, thence East in a straight line to the above described lot one hundred and fifty (150) feet, thence running parallel with the said Ignes street forty (40) feet, thence West to the beginning one hundred and fifty (150) feet. To the beginning, it being bounded North by the land of John B. Pinner, East by the lot conveyed above and the land of W^m Burwell, South by the land of the S & C. Railway Co., and West by the said Ignes street -

Being the same real estate conveyed to Duke & Smith by John F. Pinner and others, by deed dated 15 May 1885, and admitted to record in the clerk's office of Nansemond County Court 11

June 1886 (see Deed Book No. 16 page 553).

2 all that certain tract or parcel of land in Nansemond County Virginia, lying on the North side of The Seaboard and Roanoke Railroad, adjoining the lands of Stephen Pierce, James Pierce, W^m E. Heines and others, containing Fifty three (53) acres more or less - It being the same land which was

conveyed to Duke & Smith by Alexander
Winborne and wife by deed dated
26 December 1881 and admitted to record
in the Clerk's Office of Nansemond
County Court 25 September 1882 (see
Deed Book No 10 page 655). -

3. All that certain tract or parcel
of land in Nansemond County
Virginia bounded on the East by
the lands of Elisha and Sempsey But-
ler, on the South by the lands of Jethro
Butler and James M. Holland, on
the West by the lands of Elisha Brid-
ger and Richard H. Holland, and
North by the lands of John S. Daughtrey
decd. Known as the "Butler land" Except
however 62 1/2 acres of the same which
has been heretofore sold and convey-
ed to John R. Winborne by deed dated
8 December 1883, and recorded in the Clerk's
Office of Nansemond County
Court 25 January, 1885 See Deed
Deed No. 14 page 1071 - The said land
having been conveyed to Duke & Smith
by Edward Rawls and others by deed
dated 13 October 1881, and admitted to record
in the Clerk's Office of Nansemond
County Court 23 January 1882 (see
Deed Book No 10 page 125).

4. A tract of land in Isle of Wight County
Virginia, supposed to contain
about 112 acres, more or less adjoining

the lands of Sylvester Johnson, Wm
Butler, Andrew Hill, Archibald
and others, which was con-
veyed to the said Duke & Smith by
Peter Ashburn by deed, which is
duly recorded in the Clerk's Office
of Isle of Wight County Court, to which
reference is made for a more perfect
description of the land hereby conveyed.

5 A tract of land in Isle of Wight County,
Virginia, supposed to contain from
90 to 100 acres, adjoining the County
road, the lands of Meredith Butler,
Thomas Darden and James E. Johnson,
conveyed to the said Duke & Smith by
deed which is duly recorded in
the Clerk's Office of Isle of Wight County
^{Court} to which reference is hereby made
for a more perfect description of
the land hereby conveyed.

6. All the proceeds of the sale of the saw
mill property and appurtenances, mer-
chandise, interests in timber and tim-
bered lands in Gates County North
Carolina sold to Ryland & Brooks of
Baltimore Maryland on 15 July 1886, that
is to say all the Money due by Ryland
& Brooks by virtue of the said contract
of sale, and all the net proceeds of lumber
shipped by George B. Smith since the death
of David W. Duke, whether the said lum-
ber was manufactured by George B. Smith

or Duke & Smith and all other money debts, notes, bonds, choses in action and personal property belonging to the late copartnership of Duke & Smith including all lumber or other assets created by George B. Smith as the surviving partner of Duke & Smith and also all real estate, if any, not herein before conveyed belonging to Duke & Smith in the State of Virginia.

In Trust Nevertheless, to secure First the expense of executing this trust including the fees for drawing and recording this deed and the expense of manufacturing, shipping and selling the lumber shipped since David W. Duke's death, all proper and reasonable Attorney's fees due by George B. Smith as surviving partner of Duke & Smith, and a commission of five per centum on the gross amount of money which may pass through the Trustee's hands by virtue of this deed to the Trustee.-

Secondly To secure sixty per centum of the principal of all the debts due by Duke & Smith as principal debtors (not as endorssers or guaranties) except the debt due to Ryland & S. Brooks of Baltimore, Maryland, who are excluded from the benefit of this clause, because by contract with George B.

Smith they are to receive sixty per centum of the principal of their debt as a credit on their purchase of the Saw Mill property and appurtenances from him, and except further that no creditor is to share in the benefit of this clause or the subsequent clause, who has not already asserted and satisfactorily established his or their claim or who fails to do so within thirty days from this date.

Thirdly. To secure to the creditors of of Duke & Smith who have already asserted and satisfactorily proved their respective debts, and shall do so within thirty days from this date, who shall have received the sixty per centum provided for in the foregoing clause, inclusive of the debt of Ryland & Brooks, the balance of their claims principal and interest if the fund be sufficient therefor and if not then to secure the same pro rata, share and share alike to the extent of the fund in the Trustees hands:—

Fourthly If there be any balance in the Trustees hands, it shall be paid pro rata to each of the creditors of Duke & Smith as might have availed themselves of the benefits of the above clauses but failed to do so, and the residue of the fund, if any shall be

paid as the law directs.

It shall be the duty of the Trustee to sell the said real Estate either at public ~~or~~ private sale with all convenient speed, upon such terms and after such advertisement as he may deem best for the interest of those concerned, he shall sell the personal property in the same manner, and he shall collect debts and Choses in Action hereby conveyed to him and distribute the funds thus arising in accordance with the provisions of this deed. He may employ such agents as he may deem necessary to accomplish the purposes of this deed according to its true intent and meaning.

Witness the following signatures and seals.

George B. Smith {Seal}
Edith Portley Duke {Seal}
in my own right and as the
Executrix of David W. Duke, deceased.

State of Virginia

County of Hansemond

I, Lee Britt, a Notary Public in and for the County of Hansemond in the State of Virginia, do certify that Edith Portley Duke in her own right and as the Executrix of David W. Duke deceased,

whose name is signed to the writing
above bearing date the 2nd day of
August 1886, has acknowledged the same
before me in the County aforesaid.
Given under my hand this 3rd. day
of August 1886.

Lee Britt

Notary Public.

State of Virginia

County of Hansemond, to wit:

I Millard J. Pinner, a Notary Public
in and for the County of Hansemond
in the State of Virginia, do certify that
George B. Smith, whose name is signed
to the writing above, bearing date the
2nd: day of August 1886 has acknowledged
the same before me in the County
aforesaid.

Given under my hand this 3rd. day
of August 1886.

Millard J. Pinner N.P.

In the Clerk's Office of Hansemond County
Court the 3rd: day of August, 1886.

This Deed of Trust was presented with
the certificates annexed, and ad-
mitted to record.

I test:

Peter B. Prentiss, Clerk

Attest

I test:

Peter B. Prentiss, Clerk

Geo. B. Smith & Xind
D. W. Jenkins Ex^r

To } Dues of Trust
Robt R Prentiss Trustee

A copy

Exhibit "C"

At a monthly Court continued and held for
Sanborn County the 17th day of June, 1886

The Last Will and Testament of David W. Duke, late of
this County, deceased, was this day fully proved, by the oaths
of H. E. Smith and Rob. R. Prentiss, the subscribing witnesses
therein, and was thereupon ordered to be recorded, and
on the motion of E. Worley Duke, the Executor named
in the said Will, who made oath as the law directs,
and entered into a bond in the penalty of Twelve
thousand Dollars, conditioned according to law, with
William Eley, William Walter Eley, Adolphus T. Eley
and Virginia D. D. Portlock, her sureties therein (who
justified on oath, as to their sufficiency, and which said
bond being acknowledged by the obligors therein, is
ordered to be recorded,) certificate is granted the said
E. Worley Duke, for obtaining a probate of the said will,
in due form.

A Copy

Test:

Peter B. Prentiss, Clerk

Copy order of Qualification
of E. Outley Duke, Exr.
of David W. Duke,
decd

Exhibit "B"

COMMISSIONER'S NOTICE.—

To The Farmers Bank of Nansmond, which
sues for itself and all other creditors of the
late firm of Duke & Smith, composed of
the late David W. Duke and George Black-
well Smith, etc.....Complainant,

AND

Robert R. Prentis, trustee; George Blackwell
Smith, in his own right and as surviving
partner of the late firm of Duke & Smith;
E. Wortley Duke, in her own right and as
executrix of David W. Duke, deceased;
Wilbur J. Kilby, trustee, and Benjamin L.
Saunders, and all others interested, made
parties defendant by the general description
of unknown parties.....Defendants.

You are hereby notified that on the 8th day
of December, 1886, at my office, in Suffolk,
Va. (at which time and place you are requir-
ed 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 Nansmond county, Va., rendered the 11th
day of October, 1886, in the suit in chancery
pending in said court to which you are parties
plaintiffs and defendants, to wit:

1. An account of the assets and liabilities
of the late firm of Duke & Smith at the time
of the death of David W. Duke.

2. An account of the transactions of George
Blackwell Smith, surviving partner of the late
firm of Duke & Smith, since the death of
David W. Duke, and especially of the proper-
ty sold to Ryland & Brooks, the amount of
the purchase-money, and the terms and condi-
tions of the sale.

3. An account of the transactions of Robert
R. Prentis, trustee in the deed of trust men-
tioned in the Bill in said suit, since the execu-
tion of the deed, and especially of all amounts
received by him.

4. An account of the individual assets, real
and personal, of David W. Duke, deceased,
and of all debts due by him or his estate, with
their priorities.

5. An account of the transactions of E.
Wortley Duke, executrix of David W. Duke,
deceased, since her qualification as such ex-
ecutrix.

6. An account of any other matters special-
ly stated deemed pertinent by myself or, which
any of the parties may require to be specially
stated.

As specified in said decree, the Court di-
rected that notice of the time and place of
taking the above accounts be published once
a week for four successive weeks in the **SUF-
FOLK HERALD**, a newspaper published in the
town of Suffolk, Va., and that such publica-
tion be equivalent to personal service of this
notice on the parties to said suit, or any of
them.

Given under my hand, as Commissioner in
Chancery of said Court, this 2d day of Novem-
ber, 1886.

WILBUR J. KILBY,
Commissioner in Chancery.

E. E. HOLLAND AND R. H. RAWLES, p. q.

TERMS:
 Transient Advertisements and
 Subscriptions, Payable in
 Advance.
 Annual Advertisers are Re-
 quired to Settle Quar-
 terly.
 Job Work, Cash on Delivery.

Mr. Wilbur

To Suffolk Herald, Dr.

Fine Job Work a Specialty

For 5 To Publishing Notice to Creditors
 of Duke and Smith &
 7 inches 4 weeks

800



To the Circuit Court of Chausemond
County, Va.

The undersigned, Wilbur J. Kilby,
one of the Commissioners in Chancery of said
Court, respectfully reports to Court as follows:

That by a decree of said Court pronounced
on the 11th day of October 1886 in the suit in
Chancery in said Court depending be-
tween The Farmers Bank of Chausemond etc,
Complainant, and Robert R. Prentiss, Trustee
George B. Smith and others, Defendants,
one of the Commissioners of said Court
was directed to take, state and re-
port to Court, the several accounts spe-
cified in said decree:

That soon after said decree had been
pronounced, the papers in said suit were
referred to the undersigned in order that
said accounts might be taken and stat-
ed by him:

That on the 2nd day of November 1886
he prepared a notice, specifying that
on the 8th day of December 1886 at his of-
fice in Suffolk, Va. he would proceed to take
and state said Accounts:

That said notice was directed to the
parties to said suit and was served upon
them in the manner specified in said de-

once, namely, by publication thereof in the "Suffolk Herald", a newspaper published in the Town of Suffolk, Va. once a week for four successive weeks, as will appear by a copy of said notice and the certificate of J. Ed. Booker, Editor of said newspaper, hereto attached;

That in pursuance of said decree and notice, the said accounts have been taken and stated by the undersigned and the result is herewith submitted as follows;

Account No. 1.

An Account of the assets of the late firm of Duke and Smith at the time of the death of David W. Duke, a member of the firm:

The said assets consisted of the following property etc. -

3 Boilers estimated cost of, new	\$	1575	00
1 Saw-Mill Engine	"	1600	00
1 Saw-Mill	"	1200	00
1 Steam feed	"	450	00
1 Saw Gauge	"	100	00
3 circular Saws	"	330	00
1 Grinding machine	"	170	00
1 Log carter	"	100	00
1 Railroad Locomotive	"	2300	00
carried on	\$	7825	00

brought on	\$	7,825	00	
Carts and wagons, estimated cost of, new		800	00	
General and miscellaneous				
Saw-mill fixtures	"	100	00	
Railroad ties, iron rails etc.	"	2,500	00	
Seven mules, 2 horses and				
4 pair of oxen	"	2,000	00	
Four flat cars.	"	850	00	
A parcel of land in Gates County, North Carolina upon which said saw-mill was located, known as the Mill Site.	"	300	00	
Buildings and Improvements on said Mill Site.	"	1,000	00	
Material used in planting said Mill upon said Site, costs etc, in connection therewith	"	1,000	00	16,375 00
Stock of groceries, clothing, and other merchandise	"	892	50	
Interest in certain timbered lands in Gates County, N. C. acquired by contracts with sundry persons who are named in "Exhibit No. 1" filed with the answer of Geo. B. Smith in said suit	"	3,333	79	
Carried on		4,026	29	16,375 00

brought on	4.026 29	16.375 00
Manufactured lumber		
and timber in logs, es-		
timated net value }	1.500 00	

A parcel of land situated in Cypress Magisterial District near the eastern boundary of the Town of Suffolk, bounded by the lands of Wm Burnwell, The Suffolk and Carolina Railway Company, D. W. Duke, Tynes Street and County Street, being the same land which by deed dated 15 May 1885 and recorded 11 June 1886 on page 553 of deed book No. 16 in the office of the Clerk of the County Court of said ^{Chausemond} County. was sold and conveyed to Duke & Smith by John F. Pinner and others, its fee-simple value being =

100 00

A parcel of land in Chuckatuck Magisterial District in said Chausemond County, containing 53 acres, more or less and bounded by the lands of Stephen Pierce, Wm E. Hines and others, its fee-simple value being =

150 00

5.776 29	16.375 00
----------	-----------



(2.)

brought on

5.776 29 16.375 00

A parcel of land in Chuekatuek Magisterial District in said Chausemond County, containing 258 acres, more or less and bounded by the lands of Elisha and Lempssey Butler, Jethro Butler, James M. Holland, Elisha Bridger, Richard H. Holland and John S. Daugh-trey, its fee-simple value being =

700 00

A parcel of land in Isle of Wight County Va. supposed to con-tain 112 acres, more or less and bound-ed by the lands of Sylvester Johnson, Wm Butler, Andrew Hice and others, its fee-simple value being =

350 00

A parcel of land in Isle of Wight County, Va. supposed to con-tain 97 acres, more or less and bound-ed by the lands of Meredith But-ler, Thomas Gorden, Jas. E. John-sm and others, its fee-simple value being =

200 00 7.026 29

Total value

23.401 29

Account No. 2

An Account of the transactions of George B. Smith, as surviving partner of the late firm of Duke and Smith, since the death of said David W. Duke and especially of the property sold to Ryland and Brooks, the amount of the purchase-money received therefor and the terms and conditions of the sale;

1886				
June 5	The said David W. Duke departed this life.			
July 3	By Cash of John F. Primer, balance due on account. =	\$	24	18
9	" " of C. Leonard, Commission merchant, balance due the firm on account. =		584	63
12	" " of Ryland & Brooks, Commission merchants on account of proceeds of sale of lumber shipped to them for sale.		975	00
	To Cash paid The Tanner and Delaney Engine Company in full of a note given by Duke and Smith for part of the purchase-money for the above-mentioned Locomotive and constituting a lien on said Locomotive. per note.	524	74	
		524	74	1583 81

1886
July 12

(3)

brought on
To Cash paid Billmeyer, Small
Hco. in full of a note
given by Duke & Smith
for part of the purchase-
money for the above-men-
tioned flat cars and con-
stituting a lien on said
cars. per note.

524 74 1583 81

13 " " paid Virginius Bracy for
tallow used upon the saw-
mill, engine etc. per acct.

57 00

15 By Cash of Ryland & Brooks
for the following property
mentioned above as con-
stituting assets of said firm
of Duke & Smith, this day
sold to them as per con-
tract, to wit:

3 14

3 Boilers =	\$1350.00
1 Saw-mill Engine =	1500.00
1 Saw-mill =	1200.00
1 Steam feed =	400.00
1 Saw guage =	100.00
3 Circular Saws =	275.00
1 Grinding machine =	170.00
1 Log canter	100.00
1 Locomotive	2300.00
Carts and wagons	600.00
General fixtures	75.00
Railroad ties, iron etc.	2300.00
Mules, horses & oxen	1730.00
4 flat cars	800.00
Mill site (land)	300.00
Buildings and Improvements	750.00
Costs of planting Mill	750.00

14,700 00

carried on

584 88 16,283 81

1886

July 15

	brought on	584	88	16,283	81
	By Cash of Ryland & Brooks for groceries, clothing and other merchandise sold to them as per contract. =			1,023	95
"	Cash of same for interest of said firm in certain tim- bered lands in Gates Coun- ty, N. C. specified above, sold to said Ryland & Brooks as per contract. =			3,133	79
To	paid Ryland & Brooks 60 per cent of their claim against said firm for \$17,306.23 per contract. =	10,383	73		
"	paid Ryland & Brooks for The Tanner and Delaney En- gine Company in full of two notes, one for \$538.37 and the other for \$551.99, given by Luke and Smith for part of the pur- chase-money for the above- mentioned Locomotive and constituting liens on said Lo- comotive, per contract. =	1,090	36		
"	paid Ryland & Brooks for Billmeyer, Small & Co in full of 8 notes, each for \$57, given by Luke & Smith for part of the purchase-money for the above-mentioned flat cars and constituting liens upon said cars, as per contract. =	456	00		
16	" paid S. D. Ballard for tim- ber cut off his land. per rect.	6	70		
		12,521	67	20,441	55

1886
July 16

	brought on	12.521	67	20.441	55
	By Cash of Ryland & Brooks, on account of proceeds of sale of lumber shipped to them for sale. --			60	00
19	" Cash of Same on same account.			20	46
	" Cash of The Farmers Bank of Chausemond.			19	18
To	paid the Gay Manufacturing Company freight and royalty on lumber shipped	1026	00		
"	paid A. J. Kerns. for repairing Circular saw	15	32		
"	" W. B. Ferguson for meat for hands.	20	46		
"	" S. R. Dun for insurance on saw-mill etc.	300	00		
"	" Whaley & Rider for feed for teams	60	00		
29	By Cash of Ryland & Brooks on account of proceeds of sale of lumber shipped to them for sale. =			2.416	30
31	To paid B. M. Bruce for groceries and supplies for hands at the mill. =	530	12		
"	" Virginius Bracy for tallow used at the mill.	7	00		
"	" J. E. Amace for timber cut off his land.	25	00		
"	" Railroad fare, travelling expenses and for record of agreement with said Ryland & Brooks.	15	00		
"	" Expenses of loading cars with lumber shipped.	19	00		
		14.539	57	22.957	49

1886

31 July

brought on

14,539 57 22,957 49

To paid wages due the hands of
Duke Smith at the death
of David W. Duke, consti-
tuting a lien on manu-
factured lumber. =

364 84

" " wages of hands engaged
at the mill in the manu-
facture of lumber un-
der Geo. B. Smith, surviving
partner of said firm. =

841 44

" " Calvin L. Gardner for la-
bor at the mill.

164 32

" " Samuel E. Haynes for labor
and for money advanced
by him on account of
freight on lumber ship-
ped by Geo. B. Smith. =

201 98

Aug. 2

" 3 notes of Ryland & Brooks
one for \$2272.94, one for \$2381.77
and one for \$2272.94 dated 15
July 1886 and payable 30.
60 and 90 days after date,
given for part of the proceeds
of the sale of certain assets
of the firm of Duke Smith
sold to said Ryland & Brooks
as above-specified, - which
notes have been this day de-
livered to Ro. R. Prentiss, Trustee
under the deed of trust made
by Geo. B. Smith this day for
the benefit of the creditors of
said firm of Duke & Smith =

6,927 65

By Amount to Balance.

82 31

1886

Aug. 2

To Balance due Geo. B. Smith brought on

23,039 80 23,039 80

82 31

Account No. 3

An Account of the transactions of Robert R. Prentis, Trustee named in the deed of trust mentioned in the Bill in said suit, as made by Geo. B. Smith, surviving partner of the late firm of Duke & Smith;

1886				
Aug. 2	The said deed of trust was made and said Robt. R. Prentis, named as trustee therein this day:			
14	By Cash of Ryland & Brooks in full of one note received of said Geo. B. Smith by virtue of said deed of trust. -		\$ 2272 94	
27	" Cash of R. J. Wiles' account =		2 00	
Sept. 23	To paid Peter B. Prentis, Clerk's fees for recording said deed and State tax on same, per sect.	\$ 10 50		
	" " S. R. Dun, Insurance Agent for transferring fire insurance Policies, per sect.	5 00		
27	By Cash of Ryland & Brooks in full of another note received of said Geo. B. Smith by virtue of said deed of trust. -		2272 94	
Octo. 19	" Cash of Same in full of another note received of said Geo. B. Smith by virtue of said deed of trust =		2381 77	
	" Cash of Same for unexpired Policies of Insurance on the saw-mill property sold to them by Geo. B. Smith =		150 00	
Nov. 1	To paid Taxes for 1885 on 112 acres of land in Isle of Wight County, Va. per sect.	3 45		
		18 95	7.079 65	

1886
Nov. 1

brought on
To paid Taxes for 1885 on 97 acres
of land in Isle of Wight
County, Va. per acct.

18 95 7.079 65

4 By Cash of Ryland & Brooks
on account of lumber ship-
ped to them by Geo. B. Smith =

1 97

707 11

Dec. 2 " Cash of R. G. Dennis, for lathe
tables, mandrels, and two cross-
cut saws, the same being sec-
ond hand machinery sold
to him for -

150 00

6 " Cash of Ryland & Brooks on
account of lumber shipped
to them by Geo. B. Smith. =

994 70

7 " Cash of Willis W. Savage account,

35 58

9 " " of J. P. Savage in part of account.

80 89

1887 Jan 22 " " of same " " "

9 70

29 " " of Jas. M. Holland (of A.) "

3 61

To 5 per cent Commissions on \$9,061.24

453 06

" Balance due by the Trustee.

8,587 26

1887

Jan. 29

By Balance due by the Trustee
and on deposit in The
Farmers Bank of Cause-
mond bearing 4 per cent
interest, brought on. =

9,061 24 9,061 24

\$ 8,587 26

Account No. 4

An Account of the liabilities of the late firm of Duke and Smith at the time of the death of said David W. Duke

First.

Debts having priority over all other debts:

Fees due Peter B. Prentiss, Clerk of Chausemond County Court =		\$ 12 50
Taxes due H. E. Smith, Treas. of Chausemond County for 1885 =	\$ 10 51	
Taxes due the Same for 1886 =	11 38	
X $\frac{1}{2}$ of Taxes for 1886 in Gates Co., N. C. payable to R. G. Dennis =	34 84	56 73
		69 23

Secondly.

Debts of equal dignity to be paid pro rata:

To The Farmers Bank of Chausemond a note for \$200 and protest fees \$2.02 =	\$ 202 02	
" Interest from 24 June 1886 to 1 Jan. 1887	6 26	208 28
To The Farmers Bank of Chausemond a note for \$150 and protest fees \$2.02	152 02	
" Int. from 17 June 1886 to 1 Jan. 1887.	4 94	156 96
To The Farmers Bank of Chausemond a note for \$175 and protest fees \$2.02	177 02	
" Int. from 19 July 1886 to 1 Jan. 1887.	4 72	181 74
To The Farmers Bank of Chausemond a note for \$350. and protest fees \$2.14 and costs of suit \$9.40 =	361 54	
" Int. from 13 July 1886 to 1 Jan. 1887.	9 82	371 36
To The Farmers Bank of Chausemond a note for \$225. and protest fees \$2.02 and costs of suit \$8.20 =	235 22	
" Int. from 24 July 1886 to 1 Jan. 1887	6 12	241 34
carried on		\$ 1194 07

brought on			\$1194 07
To The Farmers Bank of chausemond a note for \$430. and protest fees \$2.25 and costs of suit \$10. =	442 25		
" Int. from 24 June 1886 to 1 Jan. 1887.	13 72	=	455 97
To The Farmers Bank of chausemond a note for \$400 and protest fees \$2.00 and costs of suit \$8.20 =	410 20		
" Int. from 19 June 1886 to 1 Jan. 1887	13 00		423 20
To The Commercial Bank of Suffolk a note for \$125. and protest fees \$2.15, and costs of suit \$8.10 =	135 25		
" Int. from 14 Sept. 1885 to 1 Jan. 1887.	10 89		146 14
To The Commercial Bank of Suffolk, a note for \$480. and protest fees \$2.50 and costs of suit \$11.60	494 10		
" Int. from 25 Oct. 1885 to 1 Jan. 1887.	32 53		526 63
To The Commercial Bank of Suffolk a note for \$672 and protest fees \$2.26 and costs of suit \$8.30 =	682 56		
" Int. from 14 Sept. 1885 to 1 Jan. 1887	52 90		735 46
To The Commercial Bank of Suffolk a note endorsed by Geo. W. Curney.	84 00		
" Int. from 10 Aug. 1885 to 1 Jan. 1887.	7 00		95 00
To A. L. Kelhus 3 notes as follows: 1 note for \$270 protest fees \$2.25 = \$272.25 1 " for \$255 " " 2.15 = 257.15 1 " for \$150 " " 2.15 = 152.15 \$681.55			
costs of suit	9.81		691 36
X " Int. from 29 July 1885 to 1 Jan. 1887.	17 28		708 64
To The Gay Manufacturing Company	2597 74		
" Int. from 1 Sept. 1886 to 1 Jan. 1887.	51 96		2649 70
To The Gay Manufacturing Co.	263 64		
" Int. from 1 Jan. 1886 to 1 Jan. 1887.	15 82		279 46
carried on			7.214 27

	brought on		7,214 27
To F. W. Seabury's Sons	406 60		
" Int. from 1 July 1886 to 1 Jan. 1887.	12 20		418 80
To Riddick, Brinkley & Co.	421 12		
" Int. from 18 June 1886 to 1 Jan. 1887	13 48		434 60
To Riddick, Brinkley & Co.	425 00		
" Int. from 21 July 1886 to 1 Jan. 1887	11 32		436 32
To Riddick Brinkley & Co.	585 82		
" Int. from 1 July 1886 to 1 Jan. 1887	17 58		603 40
To R. P. Wright & Co.	320 95		
" Int. from 1 July 1886 to 1 Jan. 1887	9 63		330 58
To Lickel, Hellen & Co.	262 00		
" Int. from 1 July 1886 to 1 Jan. 1887	7 86		269 86
To J. Whitehill & Co.	305 50		
" Int. from 1 July 1886 to 1 Jan. 1887	9 16		314 66
To Oberndorfer & Co.	56 60		
" Int. from 1 July 1886 to 1 Jan. 1887	1 70		58 30
To Jones & Brother	48 62		
" Int. from 1 July 1886 to 1 Jan. 1887	1 48		50 10
To R. J. Keely & Co.	204 62		
" Int. from 7 June 1886 to 1 Jan. 1887	6 92		211 54
To R. J. Keely & Co.	128 34		
" Int. from 5 May 1886 to 1 Jan. 1887	5 03		133 37
To R. J. Keely & Co.	301 12		
" Int. from 6 July 1886 to 1 Jan. 1887	8 73		309 85
To Whaley & Rider	188 61		
" Int. from 2 Aug. 1886 to 1 Jan. 1887	4 72		193 33
To Wm R. Smith	1000 00		
" Int. from 23 April 1885 to 1 Jan. 1887	101 20		1101 20
To James E. Johnson	200 00		
" Int. from 30 April 1885 to 1 Jan. 1887	20 00		220 00
To J. Gray Reid	50 04		
" Int. from 1 July 1886 to 1 Jan. 1887	1 50		51 54
To The Tanner and Delaney Engine Company.	19 90		
" Int. from 1 July 1886 to 1 Jan. 1887.	1 20		21 10
			12,372 82

brought on			12.372 82
To Joseph P. Webb	16	95	
" Int. from 1 May 1886 to 1 Jan. 1887		68	17 63
To Darden & Eley	85	02	
" Int. from 1 Jan. 1886 to 1 Jan. 1887	5	10	90 12
To Portsmouth Times	5	00	
" Int. from 1 July 1886 to 1 Jan. 1887		15	5 15
To W ^m Eley & Bro.	3	95	
" Int. from 1 July 1886 to 1 Jan. 1887		12	4 07
To William Eley	87	50	
" Int. from 1 Jan. 1886 to 1 Jan. 1887	5	25	92 75
To William Eley's Executors	175	00	
" Int. from 23 Augt. 1884 to 1 Jan. 1887	24	75	199 75
To Town of Suffolk	21	40	
" Int. from 26 Jan. 1883 to 1 Jan. 1887	5	05	26 45
To Suffolk Herald	15	75	
" Int. from 1 Jan. 1886 to 1 Jan. 1887		95	16 70
To A. W. Ballard	10	92	
" Int. from 1 Mar. 1886 to 1 Jan. 1887		55	11 47
To J. E. Morgan	30	00	
" Int. from 1 May 1886 to 1 Jan. 1887	1	20	31 20
To M. Beuton & Son	36	43	
" Int. from 1 July 1886 to 1 Jan. 1887	1	09	37 52
To J. G. Williams	3	88	
" Int. from 1 May 1886 to 1 Jan. 1887		16	4 04
To Causey & Jordan	2	50	
" Int. from 1 Jan. 1885 to 1 Jan. 1887		30	2 80
To Augustine & Harwood	68	86	
" Int. from 1 May 1886 to 1 Jan. 1887	2	75	71 61
To Whaleyville Manufacturing Co.	255	00	
" Int. from 1 Jan. 1886 to 1 Jan. 1887	15	30	270 30
To M. Macomber	98	00	
" Int. from 1 July 1886 to 1 Jan. 1887	2	94	100 94
To Rose, Whitehill & Co	14	59	
" Int. from 1 May 1886 to 1 Jan. 1887		58	15 17
			13.370 49

	brought on		13.370 49
To Crosby & Ryan	52 40		
" Int. from 1 July 1886 to 1 Jan. 1887	1 57		53 97
To John C. Smith	11 00		
" Int. from 1 Mar. 1886 to 1 Jan. 1887	55		11 55
To Ballard & Smith	27 98		
" Int. from 1 July 1886 to 1 Jan. 1887	84		28 82
To Elisha Butler	122 45		
" Int. from 1 Jan. 1885 to 1 Jan. 1887	14 69		137 14
To J. J. Brinkley	25 07		
" Int. from 1 July 1886 to 1 Jan. 1887.	75		25 82
To Geo. W. Kurney Assignee of Stephen D. Ballard	300 83		
" Int. from 1 July 1886 to 1 Jan. 1887	9 02		309 85
To E. W. Williams Per. Rep. of Edward Briggs.	254 52		
" Int. from 1 July 1886 to 1 Jan. 1887.	7 64		262 16
To Edward Parker.	140 00		
" Int. from 1 July 1886 to 1 Jan. 1887	4 20		144 20
To James A. Rea	86 07		
" Int. from 1 July 1886 to 1 Jan. 1887	2 58		88 65
To A. S. Eley	38 91		
" Int. 1 May 1886 to 1 Jan. 1887	1 56		40 47
To A. S. Eley	12 44		
" Int. from 2 Aug. 1880 to 1 Jan. 1887	4 80		17 24
To Riddick & Baker	14 00		
" Int. from 1 July 1886 to 1 Jan. 1887	42		14 42
To James M. Butler	19 50		
" Int. from 1 May 1886 to 1 Jan. 1887	78		20 28
To B. F. Pierce	6 00		
" Int. from 1 May 1886 to 1 Jan. 1887	24		6 24
To W. F. Allen & Co.	749 77		
" Int. from 1 July 1886 to 1 Jan. 1887	22 49		772 26
To W. F. Allen & Son	9 50		
" Int. from 1 July 1886 to 1 Jan. 1887	28		9 78
To Mayer & Co	29 70		
" Int. from 1 July 1886 to 1 Jan. 1887	89		30 59
			15.343 93

brought on			15,343 93
To Henry W. Bradshaw	829 87		
" Int. from 1 Jan. 1886 to 1 Jan. 1887	49 79	879 66	
To D. C. Hamell	196 82		
" Int. from 1 Jan. 1886 to 1 Jan. 1887	11 81	208 63	
To Jones & Bro.	128 00		
" Int. from 1 July 1886 to 1 Jan. 1887.	3 84	131 84	
To Wm L. Daughtry	80 00		
" Int. from 21 July 1886 to 1 Jan. 1887.	2 12	82 12	
			\$16,646 18
To Ryland & Brooks	17,306 23		
" Paid by Geo. B. Smith, surviving partner of Duke & Smith 60 per cent of \$17,306.23	10,383 73		
	6,922 50		
" Int. on \$6,922.50 from 15 July 1886 to 1 Jan. 1887.	190 37	7,112 87	
Total			\$23,759 05
1/2 of tax for 1886 in Gates Co. N. C. added above =			34 84
To The Exchange National Bank of Norfolk		Total	\$23,793 89
a draft drawn upon and accepted by W. J. Baker Esq. for the accommodation of Duke & Smith for			225 00
" Int. from			

Account No. 5

An Account of the individual assets, real and personal, of David W. Duke deceased, or his estate.

1 A parcel of land situated in Chuckatuck Magisterial District in chausemond County, Va. on the County road leading from Suffolk to Windsor, Va. containing 385 acres, more or less, and bounded by the lands of Adam Edwards, Mary J. Rutledge, Jordan E. Johnson, Elijah Richards, Washington G. Williams, Solomon J. Saunders and others, - its fee-simple value being = and its annual value =

2000 00
175 00

2. A lot of land on Tynes Street east of Suffolk in Cypress Magisterial District in said chausemond County, and fronting on said Street 120 feet and bounded north by Margaret Spillman, East by Wm Burwell, South by Duke & Smith and west by said Street, and being the same land which by deed recorded on page 635 of deed book No. 15, was sold and conveyed by John B. Pinner to said David W. Duke, - fee-simple value = annual value

500 00

36 00

Total

211 00 2500 00

Account No. 6

+ An Account of the transactions of E.
 Wortley Duke, Executrix of David W. Duke
 deceased.

1886			
June 17	The Executrix qualified		
Sept. 11	By Cash of Knights of Honor in full of Insurance on the life of the deceased.		\$ 2000 00
	To Cash paid for collection of check for the above sum of \$2000 =	\$ 2 00	
18	" Cash paid R. W. Baker & Co. for coffin etc. for burial of the deceased. per sect.	\$ 183 00	
20	" paid Jones & Joyner for slippers and gloves for burial of the deceased. per sect.	2 20	
21	" paid H. R. Culley for digging grave, encasing the same with bricks and for material furnished for same. per sect.	25 70	
	" paid Taxes for 1884 and 1885 State and County. per sects.	36 24	
	" paid Town-of-Duffolk taxes for the years 1884 and 1885. per sect.	36 50	
	" paid Knights of Honor three assessments on insurance on the life of the deceased. per sect.	3 75	
Octo. 14	By Cash of The Valley Mutual Life Insurance Company in full of Insurance on the life of the deceased =		3003 90
Nov. 2	" Cash of The Etna Life Insurance Company of New York in full of Insurance on the life of the deceased.		1000 00
		289 39	6003 90

1886
Nov. 2

brought on

289 39 6003 90

To paid Ro. R. Prentis, Atto. for pro-
fessional services render-
ed the Executrix, per acct.

35 00

" " Peter B. Prentis, Clerk of Court,
in full of State tax upon the
qualification of the Exec-
utrix and fees, per acct.

24 92

" " State and County taxes for
the year 1886 per acct.

16 36

30 " " Town of Suffolk taxes for
the year 1886, per acct.

78

Dec. 28 By Proceeds of Sale of the chattee
estate of the deceased, as
per Account of Sales ren-
dered.

511 00

" Cash of Jesse King, being 1/2 of
the proceeds of the sale of
a small lot of chattee prop-
erty, owned by him and the
deceased jointly and sold
this day by public auction =

43 62

" Cash of Jesse King being 1/2 of
the net profits of the joint
farming operations of him-
self and the deceased du-
ring the year 1886.

15 67

1887 Jan. 1 To paid R. H. Brinkley, Crier, for ser-
vices rendered at the sale of
said chattee estate, per acct.

5 00

" " Richard Peel, Appraiser "

1 00

" " Solo. J. Samuders " "

1 00

" " A. B. Hargrave " "

1 00

" " J. E. Booker, for printing notices of
sale of said chattee estate and
publishing same in "Suffolk Herald".

4 50

3 78 95 6574 19

1887				
Jan. 1	brought on	378	95	6574 19
	To 5 per cent commissions on \$6574. 19	328	71	
	" Balance due the estate.	5866	53	

1887		6574	19	6574 19
Jan. 1	By Balance due the Estate by			
x	the Executrix, brought on.			\$ 5.866 53

Account No. 7

An Account of the debts due by David W. Duke deceased, or his Estate, with their priorities:

First Lien

A debt due E. Wortley Duke in the place of Benjamin L. Saunders, secured by a deed of trust made by said David W. Duke and wife to Wilbur J. Kilby, Trustee, on 25th day of May 1885 and recorded on page 682 of deed book No 14 in said Clerk's office, - which deed of trust conveys and is a lien upon the above mentioned parcel of 385 acres of land alone, to wit:

Interest from 25 May 1885 to 15 April 1887

\$2000 00

226 67

\$2226 67

Second Lien

A Judgment obtained in April 1886 in the Circuit Court of Chancery County by The Commercial Bank of Suffolk against Rob. S. Elam, principal debtor, and Henry R. Culley and said David W. Duke, his sureties, and docketed in said Clerk's office 17 April 1886 and being the second lien upon said parcel of 385 acres of land and the first lien upon said other parcel of land of which said David W. Duke died seized and possessed, for-

377 25

377 25 2226 67

paid in full

Brought on	377	25	2226	67
Costs of said Judgment	8	80		
	386	05		

<u>Int. from 19 Aug. 1885 to 15 April 1887.</u>	38	35	424	40
---	----	----	-----	----

Third Lien

A Judgment obtained in May 1886 in the Circuit Court of Southampton County by The Commercial Bank of Suffolk against said David W. Duke principal debtor and A. L. Stehms his surety and docketed 25 May 1886 in the Clerk's office of chauce-mond County, and being the third lien upon said parcel of 385 acres of land and the second lien upon said other parcel of land of which said David W. Duke died seised and possessed, - this debt being now due and payable to said A. L. Stehms who has paid the same as surety aforesaid to said The Commer-

paid

	\$681	55
Costs of the judgment	9	81
	691	36

X

<u>Int. from 29 July 1885 to 15 April 1887</u>	70	96	762	32
--	----	----	-----	----

After the satisfaction of the above liens, the following debt comes next to be paid in full before any other debt, to wit:

paid

To Peter B. Prentiss, fees due him as Clerk of Court =

15	50
3,428	89

brought on

3,428 89

The following debts are of equal dignity and are to be paid pro rata:

To The Commercial Bank of Suffolk due by said David W. Duke as endorser for John M. Shepherd, principal debtor =

322 25

X

Int. from 15 Aug. 1885 to 15 Apl. 1887

32 23

354 48

To The Commercial Bank of Suffolk, due by said David W. Duke as endorser or surety for A. L. Clehus, principal debtor =

216 00

Protest fees

2 15

Costs of suit

8 20

226 35

X

Int. from 17 Sept. 1885 to 15 Apl. 1887

21 43

247 78

To The Farmers Bank of Chausemond, due by said David W. Duke as endorser for John M. Shepherd, principal debtor =

605 00

Protest fees

2 02

Costs of suit

8 20

X

Int. from 5 July 1886 to 15 Apl. 1887.

28 71

643 93

To The Farmers Bank of Chausemond, due by said David W. Duke as endorser for A. L. Clehus the principal debtor =

2,500 00

Protest fees

2 02

Costs of suit

8 55

X

Int. from 5 July 1886 to 15 Apl. 1887

117 16

2,627 73

To The Commercial Bank of Suffolk, a note for -

51 15

Int. from 19 Sept. 1885 to 15 April 1887

4 80

55 95

7,358 76

	brought on			7.358 76
	To The Farmers Bank of Chause- mond, due by said David W. Duke as endorser for Cal- vin L. Gardner. —	30 00		
X	" Int. from 10 Octo. 1886 to 15 Apl. 1887	93	30 93	
	To E. Wortley Duke in the place of Lotzia & Caulk	73 50		
	" Int. from 15 July 1886 to 15 Apl. 1887	3 31	76 81	
	To E. Wortley Duke in the place of Robinson Arnold.	1 60		
	" Int. from 15 Sept. 1886 to 15 Apl. 1887	6	1 66	
	To E. Wortley Duke	766 75		
	" Int. from 1 June 1885 to 15 Apl. 1887	86 25	853 00	
	To Henry W. Bradshaw	94 65		
	" Int. from 1 Aug. 1885 to 15 April 1887	9 70	104 35	
	To Joseph P. Webb	19 68		
	" Int. from 1 Jan. 1886 to 15 Apl. 1887	1 53	21 21	
	To Adolphus S. Eley	299 51		
	" Int. from 1 May 1885 to 15 April 1887	35 19	334 70	
	To Garden & Eley	47 41		
	" Int. from 15 April 1886 to 15 April 1887	2 84	50 25	
	To Samuel J. Lortcher	12 50		
	" Int. from 15 April 1886 to 15 April 1887	75	13 25	
	To Bradshaw, Gunn & Co	2 01		
	" Int. from 15 Apl. 1886 to 15 April 1887	12	2 13	
	To The Gay Manufacturing Company.	12 00		
	" Int. from 1 Jan. 1885 to 15 April 1887	1 65	13 65	
	To Ballard & Smith	8 68		
	" Int. from 15 June 1886 to 15 April 1887	43	9 11	
7.66	To Doughtrey & Hines	6 50		
	" Int. from 15 June 1886 to 15 April 1887	33	6 83	
	" J. Ed. Brooker	1 50		
	" Int. from 1 Jan. 1886 to 15 April 1887	10	1 60	
	To Riddick & Baker	3 95		
	" Int. from 15 Jan. 1886 to 15 April 1887	30	4 25	
			8,882 49	



(9).

brought on			8,882 49
To James R. Baker.	15 00		
"Int. from 15 May 1886 to 15 April 1887.	83	15 83	
To Dempsey C. Harrell.		90 12	
"Int. from 15 Jan. 1886 to 15 April 1887.	6 76	96 88	
To Dempsey C. Harrell		48 61	
"Int. from 15 Jan. 1886 to 15 April 1887	3 65	52 26	
Total			9,047 46
Debt due R.R. Owens	999 97	1009 57	
Prin & Int to ^{Apr 15 '87} Duke			
Cost	9 60	1005 703	

In addition to the above debts, there is a debt of \$1000. due by A. L. Kelhus, as principal debtor, for which said David W. Duke is co-surety with Jas. E. Kelhus and Wm. Jos. Larden. This debt is due to Reuben R. Owens and is subject to a credit of about \$225, but the Commissioner has not been able to obtain the necessary information to enable him to make a definite statement of it.

All the debts reported against the firm of Duke and Smith are due by them as principal debtors and all of them were asserted or satisfactorily proved prior to, and within the period of thirty ^{days} from and after, the date of the deed of trust made by George B. Smith, the surviving partner of the firm

Prin & Int to Apr 15th 1887
\$1000.00
9.60 Cost

on the 2nd. day of August 1886 to Robert R. Prentiss, Trustee, for the benefit of the ^{creditors of the} firm, a copy of which deed is filed as "Exhibit C" with the Bill in said suit.

The debt of \$708.64 reported as due by Duke & Smith to A. L. Helms and the debt of \$762.32 reported in his favor as secured by a lien upon David W. Duke's individual real estate, are one and the same. The debt is really the debt of Duke & Smith with said A. L. Helms as surety therefor. Suit was brought to recover it and judgment was obtained against Duke alone and said Helms, Geo. B. Smith, the partner of Duke was not served with process, being out of the State at the time the suit was instituted, and for that reason judgment was not obtained against him. The debt, therefore, is secured by a lien ~~by virtue of the judgment~~ upon Duke's individual real estate by reason of the individual judgment against him and is so reported, but it is to be paid out of the assets of Duke & Smith or to share ratably with their other debts. If, however, the assets of Duke & Smith should

not be sufficient to pay it in full, such part of it as may remain after it has been credited with such dividends as may be paid on account of it out of said assets, is to be paid out of the proceeds of the sale of Duke's individual real estate by reason of said lien.

The debts of \$354.48, \$247.78 \$643.93 \$2627.73 and \$30.93 against Duke individually, it will be observed, are reported as debts for which he is liable as endorser or surety. Mr. Duke, according to the undisputed evidence adduced before the Commissioner, without the authority or knowledge of his partner and in a manner altogether outside of, and foreign to, the business of his firm, made or endorsed the negotiable notes which constitute the evidences of these debts, in the name of the firm, purely for the accommodation of the principal debtors, who with the firm as security, or endorser, secured the discount of the notes at Bank and obtained and used the money for their own private purposes. The firm never received any part of the money, nor any credit therefor,

nor any benefit thereof, nor did any of it go into the firm's business nor to pay any of its debts. Mr. Duke, having thus used the firm's name without the authority or knowledge of his partner outside of ^{the} business of the firm, in the opinion of the Commissioner, made himself individually and personally responsible as surety for the debts, the liability being in no sense one for which his partner or firm can be held responsible. Hence the debts are reported as individual liabilities against him. See Daniee on Negotiable Instruments, Vol. 1. p. 272 sec. 365 seq.

Respectfully submitted this 8th.
day of December 1886.

Wilbur J. Kilby
Commr. in Chancery

Fee of Commr. \$100.⁰⁰

COMMISSIONER'S NOTICE.—

To The Farmers Bank of Nansmond, which
sues for itself and all other creditors of the
late firm of Duke & Smith, composed of
the late David W. Duke and George Black-
well Smith, etc.....Complainant,

AND

Robert R. Prentis, trustee; George Blackwell
Smith, in his own right and as surviving
partner of the late firm of Duke & Smith;
E. Wortley Duke, in her own right and as
executrix of David W. Duke, deceased;
Wilbur J. Kilby, trustee, and Benjamin L.
Sannders, and all others interested, made
parties defendant by the general description
of unknown parties.....Defendants.

You are hereby notified that on the 8th day
of December, 1886, at my office, in Suffolk,
Va. (at which time and place you are requir-
ed 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 Nansmond county, Va., rendered the 11th
day of October, 1886, in the suit in chancery
pending in said court to which you are parties
plaintiffs and defendants, to wit:

1. An account of the assets and liabilities
of the late firm of Duke & Smith at the time
of the death of David W. Duke.

2. An account of the transactions of George
Blackwell Smith, surviving partner of the late
firm of Duke & Smith, since the death of
David W. Duke, and especially of the proper-
ty sold to Ryland & Brooks, the amount of
the purchase-money, and the terms and condi-
tions of the sale.

3. An account of the transactions of Robert
R. Prentis, trustee in the deed of trust men-
tioned in the Bill in said suit, since the execu-
tion of the deed, and especially of all amounts
received by him.

4. An account of the individual assets, real
and personal, of David W. Duke, deceased,
and of all debts due by him or his estate, with
their priorities.

5. An account of the transactions of E.
Wortley Duke, executrix of David W. Duke,
deceased, since her qualification as such ex-
ecutrix.

6. An account of any other matters special-
ly stated deemed pertinent by myself or which
any of the parties may require to be specially
stated.

As specified in said decree, the Court di-
rected that notice of the time and place of
taking the above accounts be published once
a week for four successive weeks in the SUFFOLK
HERALD, a newspaper published in the
town of Suffolk, Va., and that such publica-
tion be equivalent to personal service of this
notice on the parties to said suit, or any of
them.

Given under my hand, as Commissioner in
Chancery of said Court, this 2d day of November,
1886.

WILBUR J. KILBY,
Commissioner in Chancery.

E. E. HOLLAND AND R. H. RAWLES, p. q.
no 54t

Office of the Suffolk Herald,

Suffolk, Va., 14 Dec. 1886

I, ~~we~~ hereby certify that the ^{notice} ~~order~~, of which the an-
nexed is a copy, has been published in the SUFFOLK
HERALD in the manner prescribed by law, once a
week for four successive weeks.

BLAM & CAMPBELL, Eds. Herald.
J. E. Brooker Pub.

(11)
In the Circuit Court of
Chausemond County, Va.

The Farmers Bank of
Chausemond, which sues etc. Plaintiff

Against } In Chancery

Robert R. Prentis, Trustee and
others - - - - - Defendants

The depositions of A. L. Aches
and others, taken before me,
Wilbur J. Kilby a Commission-
er in Chancery of the Circuit
Court in and for Chausemond
County in the State of Virginia,
at my office in Suffolk
Va. to be read as evidence
in a certain suit depend-
ing in the Circuit Court of
said County between the Far-
mers Bank of Chausemond
which sues etc. Plaintiff
and Robert R. Prentis, Trustee
and others. Defendants.

Present: Ro. R. Prentis, Counsel for
Geo. B. Smith,

E. E. Holland, Counsel for

the Plaintiff, and
John H. Wright Counsel
for E. Wirtley Duke

A. L. Helms being duly sworn
deposes and says as follows:

1. Q.

What is your age, occupation
and where do you reside?

Ans.

I am 41 years of age, am a
merchant and farmer and re-
side near Ymi in Southampton
County Va.

2. Q.

Were you and the late firm of
Duke & Smith in the habit or not
of exchanging notes? If you were,
please state the usual way in
which you did it.

(Counsel for Geo. B. Smith excepts
to the Competency of the witness on the
ground of the death of D. W. Duke).

Ans

We were in the habit of
exchanging both notes and
acceptances. Whenever they
(the firm of Duke & Smith) want-
ed to raise money they would
send me their acceptance
and write me to send them
my check or the money.
Very often, say when they wanted

money or were hard up. They would write me to send them my note for whatever amount they would want. Sometimes the amounts would be larger ~~at~~ than at other times.

3 Q. Were or not these notes made by you and sent to Duke & Smith frequently discounted at Bank's.

Ans. Yes Sir, they were.

4 Q. Did you or they receive the proceeds?

Ans. When the paper was for their accommodation they got the proceeds and when the paper was for my accommodation I got the proceeds.

5 Q. Are any of these notes which you made for their accommodation and upon which they received the proceeds now outstanding and unpaid?

Ans. Yes Sir, ~~all the notes except two. There were other notes~~ there is one at the Far-

~~mers Bank for \$150, which~~
~~Duke & Smith owe and there~~
~~is one there for \$2500, that~~
I owe. All the notes at said
Bank except the \$2500 note
upon which I am endorser
and of which I am maker
are due by Duke & Smith. The
\$2500 note I owe.

~~6 Q. Do I then understand you to~~
~~say or not~~

6 Q. Have you or not paid since
D. W. Duke's death any notes
for said firm of Duke & Smith's.

Ans. I have, and will send the
Commissioner certified copies
of them.

7 Q. Were you the maker or en-
dorser of these notes?

Ans. I was maker.

8 Q. Were these notes made for
the accommodation of Duke
& Smith and did they receive
the proceeds?

Ans. Yes Sir.

9. Q. Is or not the late firm of
Duke & Smith indebted to you

to the amount of these notes?
 Ans. Yes Sir; they are, But there is a note for two hundred and eighteen & ¹⁵/₁₀₀ dollars in The Commercial Bank with interest to be added from 17 Sept. 1885 drawn by Duke & Smith and endorsed by me which is really my debt.

10 Q. Have you assigned your interest in the above notes paid by you for Duke & Smith to The Farmers Bank of Lawrence?
 Ans. I have not yet, but propose to do so for the purpose of paying what I owe the Bank

Cross-examined by Ro. R. Prentiss
 Counsel for Geo. B. Smith
 1 Q. Have Duke & Smith ever paid any of your notes for which you have not given them credit?

Ans. No Sir
 2 Q. Was the \$2500. note not endorsed for your accom-

modation & simply:

Ans.

Yes.

3 Q.

Was not the \$2500. note first endorsed by D. W. Duke individually?

Ans.

No Sir.

4 Q.

Was Geo. B. Smith ever present when it was endorsed?

Ans.

I don't think he ever was,
And further this deponent says not.

A. L. Helms

State of Virginia

Nansemond County } to wit:

I, Wilbur J. Kilby, a Commissioner in Chancery of the Circuit Court in and for said County in said State of Virginia, do certify that the foregoing deposition of A. L. Helms was duly taken, sworn to and subscribed before me at the place mentioned therein for the purpose therein stated.

Given under my hand this 8th. day of December 1886

Wilbur J. Kilby
Commr. in Chancery

In the Circuit Court of
Chausemond County, Va.

The Farmers Bank of Chause-
mond, which sues etc. Plaintiff
Against

Robert R. Prentis, Trustee, Geo.
B. Smith and others. Defendants

The depositions of Geo. B.
Smith and others taken be-
fore me, Wilbur J. Kilby a
Commissioner in Chancery
of the Circuit Court in and
for Chausemond County in the
State of Virginia at my
office in Suffolk, Va. to be
read as evidence in a cer-
tain suit depending in the
Circuit Court of said County between
the parties above-mentioned.

Present: R. R. Prentis, Counsel for Geo. B.
Smith, E. E. Holland Counsel
for said Bank, and John H.
Wright, Counsel for E. Wortley Duke.

George Blackwell Smith being duly sworn deposes and says as follows:

1. Q.

What is your age, occupation and where do you reside?

Ans.

I am 36 years of age, am engaged in saw-mill business and reside at Suffolk, but am temporarily in Gates County North Carolina

2 Q.

State when you first knew of the claim of the Farmers Bank of Chausemand against you as surviving partner of Duke & Smith on a note for \$2500, drawn by A. L. Helms and said to have been endorsed by Duke & Smith;

Ans

Soon after the death of Mr. Duke I was in The Farmers Bank and found the said note there endorsed by Duke & Smith. Mr. Duke had endorsed it without my knowledge or consent. This was the first time I ever heard of the note.

3 Q

What authority had Mr.

Duke with reference to endorsing negotiable paper in the firm's name.

Ans. He had no authority to endorse such paper other than for the business of the concern.

~~And~~

Cross-examined by
John H. Wright Atty.
for E. Wortley Duke

1 Q. Did not D. W. Duke attend specially to the financial affairs of Duke & Smith's.

Ans. He did

2 Q. Were not Duke & Smith and A. L. Telus mutual endorsers for each other in business matters and did they not frequently exchange ~~paper~~ negotiable notes for mutual accommodation's.

Ans. Not that I know anything of.

3 Q. Were you familiar with the business of Duke & Smith apart from the transactions at the mill itself.

Ans. No Sir.

4 Q. Do you know what was the indebtedness of Duke Smith to the Commercial Bank in April 1885?

Ans. No Sir.
And further this deponent says not. Geo B. Smith

Ro. R. Prentiss being duly sworn deposes and says as follows:

1 Q. What is your age, occupation and ~~where~~^{where} do you reside?

Ans. I am 31 years of age, an attorney at Law and reside in Suffolk, Va.

I make the following statement:

As counsel for Geo. B. Smith surviving partner of Duke & Smith I had several interviews with Mrs. E. Wortley Duke and her brother Wm. Walter Eley, who was representing her, with reference to the business affairs of Duke Smith

the purpose being to have their aid and judgment as to the best course to be pursued. Mrs. Duke seemed disposed to yield on almost all points to Mr. Smith and myself. The contract with Ryland & Brooks for the sale of the mill property was submitted to her in her brother's presence and signed by her. The conveyance to Ryland & Brooks of the mill property in pursuance of the contract of sale, was signed and acknowledged by her. The deed of trust from Geo. B. Smith to me as trustee for the benefit of the creditors of the firm, was explained to her brother and to her fully. She freely assented to it and signed ~~it~~ and ~~ack~~ acknowledged it before Lee Britton, Notary Public who either read it to her or explained it to her fully.

And further this deponent says not.

Robt. A. Francis.

Otis S. Smith being duly sworn deposes and says as follows:

1 Q.

What is your age, where do you reside and what is your occupation?

Ans.

I am 30 years of age, reside in Suffolk and am a merchant.

2 Q.

State if you know how the debts due by Duke & Smith at The Commercial Bank of Suffolk Va. were reduced

Ans.

I do not know.

~~And further this deponent says~~
~~not~~ Mr. Duke borrowed \$1000 of The Commercial Bank of Suffolk and secured the payment of it by a deed of trust on his farm. This was on ~~the~~ 18th. of September 1880. He then loaned this \$1000 to W. W. Ballard and Ballard gave him a note to show that Duke had loaned him the money. This note was a negotiable note payable at said Bank and was paid at the Bank by Ballard just before the failure of the Bank

I do not know to whose credit
the amount thus paid by Ballard
was placed nor who was en-
titled to the same at the Bank.

And further this defendant
says not

O. S. Smith

Millard T. Piquer being
duly sworn ~~and~~ deposes and
says as follows:

1 Q. What is your age, where do
you reside and what is your
occupation?

Ans. I am 36 years of age, reside
in Suffolk and am a jeweller

2 Q. State any thing that you may
know as to the disposition of
the money borrowed by D. W.
Duke of Benj. L. Saunders
namely \$2000. ~~for~~ to secure
which he gave a deed of trust
on his farm.

Ans. He paid a note for \$1000 due
at The Commercial Bank se-
cured by a prior deed of trust
on the farm I got a release in
order to give Saunders the first

deed of trust on the farm to secure the \$2000. to him and I think he used the remainder of the \$2000. namely \$1000 in taking up some notes of Duke Smith due at the Bank. Of this I can't speak positively, but suppose the Bank's books will show. I was clerk in the Bank at the time.

3 Q

Will you examine the books of the Bank and ascertain as far as they show, what notes of Duke Smith were paid at said Bank ~~be-~~ at any time prior to the suspension of the Bank and out of what funds also if possible how the money paid by W. W. Ballard on the note due by him to D. W. Duke was applied and file a statement thereof with the Commissioner.

Ans.

Yes.

And further this deponent says not. M. J. Pinner

On the 25th May 1885 - B. S. Saunders gave Dth Duke
two checks, one of \$1000⁰⁰ on the Marine Bank of Wor-
lock, with which he paid his individual note of \$1000⁰⁰
for which the Commercial Bank held a mortgage on his
farm = The other of \$1000⁰⁰ on Bank of Commerce, which was
used in paying notes of Duke Smith =

The note of W. W. Ballou to Dth Duke for \$1000⁰⁰ was paid
July 31st 1885, & amount placed to credit of Bills Receiva-
ble from which it is evident this note had been dis counted
& belonged to the Bank, but the Bill Book does not show
when it was dis counted & I can not say positively to
whose credit the proceeds of the original dis count were
applied, but my impression is they were placed to credit of
Duke Smith as by Ledger of Decr 1884, I find them credited
with \$984⁰⁰ which is about what the note of \$1000⁰⁰ dis counted
would amount to, though the Day book for that date was
destroyed.

(over)

M. T. Pinner

On the other side of this paper
is the statement which the witness,
Millard T. Pinner, promised in an-
swer to the 3d. question propounded
to him, to furnish to the Commissioner,
Wilbur J. Kilby
Commr.

W. Walter Eley being duly sworn deposes and says as follows:

1 Q

Where do you reside, what is your age and what is your occupation?

Ans.

I reside in Suffolk, am 32 years of age and am a merchant

2 Q.

State what you may know concerning the execution by E. Wortley Duke of the contract for sale of the mill property etc. of Duke & Smith to Ryland & Brooks and the execution of the deed of trust of the partnership effects of Duke & Smith to R. R. Prentiss, Trustee.

Ans.

As to the contract, Mr. Prentiss came to me & said that he and Mr. Geo B. Smith had bargained to sell all the property of the firm in Gates Co. North Carolina and considered it a good sale & it was necessary for Mrs. Duke to sign the contract. ~~He requested me to go into~~

I said Mrs. Duke would agree to anything he & Mrs. Smith thought best. He then requested me to go with him to see Mrs. Duke who was then in the country to get her to sign the contract. When we arrived at the place at which she was, I think, he handed me the contract and I read it but not to her. I think I read it before she came into the room. When she came into the room Mr. Prentiss stated what his business was and that he thought a good sale under the circumstances had been made and that it was the best that could be done. Mrs. Duke said that she knew nothing about it, had no idea of the value of the property, and was willing to leave it to Mr. Smith, as she thought he ought to know what the property was worth, and she signed the contract.

As to the deed of trust made to Mr. Prentiss, as trustee; on the morning the deed was made Mr. Prentiss came into my store and requested me to call at his office as Mr. Smith and himself desired to talk with me. I went as desired & he stated that when he first took charge of Duke & Smith's affairs he hoped & expected to settle the same without any trouble and that there was but one thing to be done as far as he could see and that was for Mr. Smith & Mrs. Duke to make an assignment to a trustee for the benefit of all the creditors alike, that he had received letters from different creditors threatening suits and attachments on the property in North Carolina and that the whole thing would be involved in litigation, perhaps, for years, and he thought the only way to

avoid that and to do justice to all parties creditors was to make an assignment at once. I said that Mrs. Duke knew nothing of the matter and I supposed that she would sign any paper that he and Smith thought best. He requested me to see her at once and he would prepare the papers. I saw her and repeated to her what had passed between us. About 11 o'clock of the same morning Mr. Prentiss with Lee Britt came to my store and asked me to go with them to Mrs. Duke's residence and we all went there. Mr. Prentiss stated about the same things to Mrs. Duke in regard to the importance of the assignment as he had stated to me at his office, and added that no one could complain as there were no preferences, his only object

for making the assignment being to avoid litigation & costs that would certainly follow if the matters stood as they were a few days longer. Mrs. Duke said she was willing to do anything that was fair and right, but knew nothing of the matter as she had never had any of the business of the firm to attend to. Mr. Britz read the paper to Mrs. Duke, (which was the deed of trust referred to) I was in the room only a portion of the time, paid no attention to the paper and don't suppose I heard a third of it read. She then signed the paper, but knew nothing of any of the debts of the firm and was under the impression that the paper was for the benefit of all the creditors alike. And further this deponent says not.

W. Walter Eley

State of Virginia }
Arlaudmond County } to wit:

I, Wilbur J. Kilby, a Commissioner
in Chancery of the Circuit Court in
and for said County in said State
of Virginia, do hereby certify that the
foregoing depositions of Geo. B. Smith
M. J. Primer and others, were duly taken
sworn to, and subscribed before me at
the place therein mentioned and for the
purpose therein specified.

Given under my hand this 8th. day
of December 1886.

Wilbur J. Kilby
Comm. in Chancery

At a Circuit Court held for Mansfield County
the 11th day of October 1886.

Farmers' Bank of Mansfield, which were Plaintiffs
Against In Chancery.

Robert R. Prentiss, Trustee & al. Defendants.

This cause, in which the non-resident and unknown
defendants have been proceeded against in the manner
prescribed by law, came on this day to be heard upon the
bill of the Complainants, the Answer of Rob R Prentiss
Trustee, the Answer of George B Smith, surviving partner
of the late firm of Duke & Smith, with general rep-
lications thereto and exhibits filed and was argued
by Counsel.

On consideration whereof the Court ^{doth} order, adjudge
and decree, that the papers in this cause be referred to
one of the Commissioners of this Court, who is directed
to enquire into and report to Court.

1st: A true and accurate account of the assets and liabilities
of the late firm of Duke & Smith at the time of the death
of D. W. Duke,

2^d An account of the transactions of George B Smith
surviving partner of the late firm of Duke & Smith since
the Death of D. W. Duke, and especially of the property
sold to Ryland & Brooks, the amount of the purchase money
and the terms and conditions of the sale.

3. An Account of the transactions of Robert R Prentiss
Trustee in the deed of trust set out in Complainants
bill, since the execution of said deed, and especially of
all amounts received by him,

4. An Account of the individual assets, real and
personal of D. W. Duke, deceased, and of all debts due by
him or his estate, with their priorities

To the Account of the doings and doings of E. Wadley, Duke
Executrix of D. W. Duke, deceased, since her qualification
as such.

Which several inquiries the said Commissioners shall
make and to the best report, ^{together} with any other matter
specially stated deemed pertinent by themselves, or required
by any party to be so stated, . And on motion of E. Wadley,
Duke, Executrix of D. W. Duke deceased, leave is given
her to file her answer in this cause,

Notice of the time and place of taking the foregoing
accounts published in the Suffolk Herald a newspaper
published in Town of Suffolk Va. Once a week for four
successive weeks shall be equivalent to personal notice
to all the parties,

A Copy
Teste:

Peter B. Prentiss. Clerk.

X 7nd

James B. B. B.
Newfoundland, which is
+ 27 Oct. 1886
Robert B. Prentiss, Trustee.

The Farmers Bank of
Hausemond etc.

vs. } In Chy.

Robt. R. Prentiss, Trustee
and others.

Report of debts
etc.

No. 1.

Confirmed 15 Apl.
1887

1887. March 31st. Filed
clk.

24/02

Commercial Bank

\$575.⁰⁰/₁₀₀

~~575.00~~

Copy.

Suffolk, Va. Feb. 27. 1885.

Sixty days after date we promise to pay unto Wm. J. Baker & Co. or Order, negotiable and payable at the Commercial Bank of Suffolk, in Suffolk, Va., without offset, Five Hundred & Seventy^x/₁₀₀ five Dollars, for value received; and we, maker and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the maker.

Apr. 28 / May (Signed) Duke & Smith.

(See Endorsements)

(Copy of
Endorsements.)

Duke & Smith
May 1,

#94102

W^m J. Baker & Co.

~~S~~ Bain & Bro.

Three hundred dollars
(\$300.⁰⁰) paid May 1/85.

To The Farmers Bank of Hansemond which sues for itself and all other creditors of the late firm of Duke & Smith composed of the late David W. Duke and George Blackwell Smith etc. Complainant.

and
Robert R. Prentiss Trustee, George Blackwell Smith in his own right and as surviving partner of the late firm of Duke & Smith; E. Wortley Duke in her own right and as Executrix of David W. Duke deceased; Wilbur J. Kilby Trustee; and Benjamin L. Saunders and all others interested made parties defendant by the general description of unknown parties.
Defendants

You are hereby notified that on the 28th day of August 1889 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 decrees of the Circuit Court of Hansemond County, Va., rendered the 15th day of April 1887 and 17th day of April 1888 in the suit in chancery pending in said Court to which you are parties plaintiff and defendant, to wit:

1. A further account of the transactions of Robert R. Prentiss, Trustee in the deed of trust mentioned in the Bill in said suit, made by said George Blackwell Smith as surviving partner aforesaid.

2. A further account of the transactions of E. Wortley Duke as Executrix of David W. Duke deceased.

3. A further account of any debts due by said David W. Duke deceased, or his estate.

4. A further account of any debts due by the late firm of Duke & Smith.

Given under my hand, as Commissioner in Chancery of said Court, this 6th day of August 1889

WILBUR J. KILBY,
Commissioner in Chancery.

Sufficient and legal service of this
notice is hereby acknowledged and ac-
cepted by us severally this 7th day of
August 1889.

Robt. D. Prentiss, Trustee -

R. H. Rawles former atty
for Farmers Bank of
Diamond,

Jno. N. Wright atty &c.

E. E. Howard atty for
The Farmers Bk of Diamond

W. S. Hall and atty for Z. J. Howard's

C. Worley, Duke

C. Worley, Duke

To the Circuit Court of Chausemond
County, Va.

The undersigned, Wilbur J. Kilby
one of the Commissioners in Chancery of
the Circuit Court of Chausemond County,
respectfully reports to Court as fol-
lows:

That by the decrees of said Court
pronounced on the 15th. day of April
1887 and 17th. day of April 1888 in
the Cause in Chancery in said Court
depending between The Farmers Bank
of Chausemond etc. Complainant
and Robert R. Prentiss, Trustee, George
Blackwell Smith and others, Defend-
ants, the said Cause was referred to
one of the Commissioners of said Court
who was directed to take, state and
report to Court the several accounts
specified in said decrees.

That on the 6th. day of August
1889 your Commissioner prepared a
notice specifying that on the 28th.
day of August 1889 at his office in
the Town of Suffolk in said County
he would proceed to take and state
said Accounts; the papers in said
Cause having been placed in his

hands for that purpose.

That said notice was directed to the parties to said Cause and served upon E. Wortley Duke Executrix of David W. Duke deceased, Robert R. Prentis, Trustee, John H. Wright, R. H. Rawls, and E. E. Holland Counsel in said Cause, W^m S. Holland, Attorney for J. P. Holland and The Farmers Bank of Chausemond as required by said decrees as will appear by the notice hereto attached and the endorساتions thereon.

That in pursuance of said decrees and notice, the said Accounts have been taken and stated by the undersigned and the result is herewith submitted as follows:

Account No. 1.

A further account of the transactions of Robert R. Prentis, Trustee in the deed of trust mentioned in the Bill in said Cause, made by said George Blackwell Smith as surviving partner of the late firm of Duke and Smith:

Dr. The late firm of Duke and Smith
In Account with Robert R. Prentiss
Trustee named in the deed of
Trust made by George B. Smith
Surviving partner of said firm
and mentioned in said Cause. Cr.

1887				
Jan. 29	By Balance due by the Trustee and on deposit in The Farmers Bank of Chase- mond as per last ac- count of the Trustee stated in said Cause.		8,587	26
Apr. 25	" Interest collected of said Bank.		173	50
	To 5 per cent commissions on \$173.50	8	67	
	" paid 1/2 costs of said Cause as ordered by said decree of 15th April 1887 as follows:			
	To Wilbur J. Kilby, Coun. 1/2 of \$100. per rect.	50	00	
	" Peter B. Prentiss, Clerk " of \$15.00 "	7	50	
	" E. E. Holland, Atto: " " \$16.50 "	8	25	
	" J. E. Booker, Printer " " \$15.50 "	7	75	
	" J. B. Vaughan, deputy Shff. " " \$3.00 "	1	50	
	To paid the debts of Duke & Smith of the First Class as ordered by said decree of 15 April 1887 as follows:			
	To Peter B. Prentiss, Clerk's fees, per rect.	12	50	
	" H. E. Smith, Treas. taxes for 1885 "	10	51	
	" Same " " " 1886 "	11	38	
	" R. G. Dennis, taxes for 1886 due in Gates Co., N. C. per rect.	34	84	
	" Amount to Balance.	8,607	86	
		8,760	76	8,760 76

1887c Apl. 25 By Balance brought on. 8.607 86

To paid one-half of each of the debts
^{of the second class}
 due by Luke & Smith as
~~ordered by said decree of~~
~~17 April 1889~~ as follows, as
 per receipt in each case;

To the The Farmers Bank of Chausemond

1/2 of \$208.28. \$156.96. \$181.74 \$371.36

\$241.34 \$455.97 and \$423.20,

total \$2038.85. =

1019 43

" Sydney J. Ellis, Trustee of the The
 Commercial Bank of Suffolk

1/2 of \$146.14. \$526.63 \$735.46 +

\$95. total \$1503.23 =

751 62

" the Farmers Bank of Chause-
 mond Assignee of A. L. Schus

1/2 of \$708.64 and of \$41.48 in-
^{the principal part of}
 terest on \$708.64 omitted by the

Cour. in his Report of debts
 filed in said cause on 31st

March 1887, total \$750.12 =

375 06

" The Gay Manuf. Co. 1/2 of \$2649.70

and \$279.46, total \$2929.16 =

1464 58

" F. W. Seabury's Sons 1/2 of \$418.80

209 40

" Riddick, Brinkley & Co. 1/2 of \$434.60,

\$436.32. + \$603.40, total \$1474.32

737 16

" R. P. Wright & Co. 1/2 of \$330.58

165 29

" Siekel, Hellen & Co. 1/2 of \$269.86

134 93

" J. Whitehill & Co. 1/2 of \$314.66

157 33

" Oberndorfer & Co. " " \$58.30

29 15

" Jones & Bro. " " \$50.10

and \$131.84 total \$181.94 =

90 97

" R. J. Cheely & Co. 1/2 of \$211.54. \$133.37

and \$309.85, total \$654.76

327 38

" Whaley & Rider 1/2 of \$193.33

96 67

" Wm R. Smith 1/2 of \$1101.20

550 60

6109 57 8.607 86

1887 Apr. 25

brought on		6.109	57	8.607	86
To James E. Johnson	1/2 of \$220.	110	00		
" J. Gray Reid	" " \$51.54	25	77		
" The Tanner and Delaney Engine Company	1/2 of \$21.10	10	55		
" Jos. P. Webb	1/2 of \$17.63	8	82		
" Darden & Eley	1/2 of \$90.12	45	06		
" Portsmouth Times	1/2 of \$5.15	2	58		
" Wm. Eley Bros.	1/2 of \$4.07	2	04		
" William Eley	1/2 of \$92.75	46	37		
" William Eley's Exors.	1/2 of \$199.75	99	88		
" Town of Suffolk	" " \$26.45	13	23		
" Suffolk Herald	" " \$16.70	8	35		
" A. W. Ballard	" " \$11.47	5	74		
" J. E. Morgan	" " \$31.20	15	60		
" M. Benton & Son	" " \$37.52	18	76		
" J. G. Williams	" " \$4.04	2	02		
" Causey & Jordan	" " \$2.80	1	40		
" Augustine & Harwood	" " \$71.61	35	81		
" Wakeville Manuf. Co.	" " \$270.30	135	15		
" M. Macomber	" " \$100.94	50	47		
" Rose Whitehill Hes.	" " \$15.17	7	59		
" Crosby & Ryan	" " \$53.97	26	98		
" John C. Smith	" " \$11.55	5	78		
" Ballard & Smith	" " \$28.82	14	41		
" Elisha Butler	" " \$137.14	68	57		
" J. J. Brinkley	" " \$25.82	12	91		
" Geo. W. Chumey, Assignee of Stephen D. Ballard \$135. and to Stephen D. Ballard, assignor \$19.93 being 1/2 of \$309.85.	=	154	93		
" E. Williams, Per. Rep. of Edward Briggs	1/2 of \$262.16 =	131	08		
" Edward Parker	1/2 of \$144.20	72	10		
" James C. Rea	1/2 of \$88.65	44	33		
" A. S. Eley	1/2 of \$40.47 + 17.24	28	86		
		7.314	71	8.607	86

1887 Apr. 25	Brought on	7,314 71	8,607 86
	To Riddick & Baker 1/2 of \$14.42	7 21	
	" Jas. M. Butler 1/2 of \$20.28	10 14	
	" B. F. Pierce " " \$6.24	3 12	
	" W. F. Allen & Co. 1/2 of \$772.26	386 13	
	" W. F. Allen & Son " " \$9.78	4 89	
	" Mayer & Co. " " \$30.59	15 30	
	" Henry W. Bradshaw 1/2 of \$879.66	439 83	
	" D. C. Harrell " " \$208.63	104 32	
	" W ^m L. Daughtry " " \$82.12	41 06	
	" Amount to Balance,	281 15	

1887		8,607 86	8,607 86
Apr. 25	By Balance brought on.		281 15
June 13	" Cash of Thomas Darden 1/3 of purchase-money for parcel of land in Isle of Wight County Va. supposed to contain 97 acres, more or less, sold to him for \$200.		66 66
	To Cash paid for writing deed conveying said 97 acres of land to Thomas Darden.	2 50	
15	By Cash of John B. Primer for the lot or parcel of land in Cypress Magisterial District in Chatham County, near the eastern Boundary of Suffolk, sold to him for-		102 00
	To Cash paid for writing deed conveying said lot of land to said John B. Primer.	2 50	
20	" Cash paid R. H. Brinkley, Crier, for services at sale of said parcels of land per rect.	5 00	
	By Cash of Gates Co. Lumber Co. for right of way over J. E. Small's land.		10 00
		10 00	459 81

1887 June 20	Brought on	10 00	459 81
July 11	By Cash of Benj. Franklin and Geo. Holland on account of parcel of 53 acres of land near Buckhorn in Chueka-tuck Magisterial District in Chaussemond County.		33 34
Aug. 16	To Cash paid Chas. P. Young, Clerk of Isle of Wight County Court for recording deed of trust made to the Trustee by Geo. B. Smith, Surviving partner etc, per acct.	2 25	
Sept. 27	By Cash of James H. King in part of an old note for land.		30 00
Oct. 8	To paid J. E. Booker for printing notices of sale of land and publishing same in the Suffolk Herald, per bill & recd.	14 00	
	By Cash of James H. King, balance of old note for land.		18 73
Nov. 23	To Cash paid Treasurer of Isle of Wight County taxes on land for 1886. per acct.	4 92	
1888 Jan. 28	By Cash in full of account against J. Perry Savage.		47 39
April 23	" Cash of Benj. D. Bains in full of purchase-money for said parcel of 53 acres of land - Benja Franklin and George Holland having failed to comply with terms of sale thereof to them.		125 00
	To Cash paid for writing deed conveying said 53 acres of land to said Benj. D. Bains.	2 50	
	Carried on	33 67	714 27

1888	Apr. 23	Brought on	33	67	714	27
	June 18	To Cash paid H. E. Smith, Treas. of Chausemond County, taxes for the year 1887. per sect.	11	38		
1889	Feb. 11	By Cash of Thomas Darden, bal- ance of purchase-money for land sold to him as aforesaid			133	34
		" Interest of same on \$133.34			13	46
	June 26	To Cash paid H. E. Smith, Treas. of Chausemond County taxes for the year 1888 per sect.	11	45		
	Sept. 2	" Cash paid Treasurer of Isle of Wight County, taxes for 1887 and 1888. per sects.	6	33		
		By Interest of The Farmers Bank of Chausemond to 1 Jan. 1889 on money deposited in said Bank.			31	29
	24	To 5 per cent commissions on \$611. ²¹	30	56		
		" Amount to Balance.	798	97		
1889			892	36	892	36
	Sept. 24	By Balance due by the Trustee and deposited in the Far- mers Bank of Chausemond.			\$ 798	97

All the lands belonging to the late firm of Duke & Smith have been sold by Robert R. Prentiss Trustee, as will appear by the foregoing account of his transactions, except the parcel of 258 acres, more or less situated in Chuckatuck Magisterial District in Chatham County and the parcel of 112 acres, more or less in Isle of Wight County, Va. mentioned and described in the Report of the undersigned filed in said Cause on the 31st. day of March 1887.

Said parcels of 258 and 112 acres of land have been offered for sale at public auction by said Trustee but he has not been able to make sale of them. The valuation of these lands, as specified in said Report, was put upon them when there was on them valuable growing timber; but the timber has been cut off and the land remaining has only a nominal value. The land is not saleable, nor desirable, while the taxes upon it annually are considerable. The Commissioner is, therefore, of the opinion that it

would be well to direct a sale of it without reserve and thus enable said Trustee to make a final settlement as soon as possible of his transactions in the interest of all persons concerned.

Account chs. 2

A further Account of the transactions of E. Wortley Duke as Executrix of David W. Duke deceased.

+ Dr. The Estate of David W. Duke deceased.
In Account with E. Wortley Duke Executrix, Cr.

Jan. 1 ¹⁸⁸⁷	By Balance due the estate brought on from last account.			\$5.866 53
May 7	" Interest to this date collected of The Farmers Bank of Chau-			
	semond, to wit:			60 00
	To 5 per cent commissions on \$60.	3	00	
	" Cash paid John H. Wright Atty. for professional services rendered and advice given the Executrix.			
	per acct.	150	00	
		153	00	5.926 53

1887 May 7

Brought on
To paid 1/2 the costs of said
cause as ordered by
said decree of 15 April
1887 as follows:

153 00 5.926 53

To Wilbur J. Kilby, Court, 1/2 of \$100, per rect.	50 00
" Peter B. Prentiss, Clerk " " \$15. " "	7 50
" E. E. Holland, Atty. " " \$15. ⁰⁰ " "	7 50
" J. E. Booker, Printer " " \$15. ⁵⁰ " "	7 75
" Geo. L. Fulgham, Shff. " " \$3. ⁰⁰ " "	1 50
" Peter B. Prentiss, Clerk, 1/2 of State tax on said cause, per rect.	75
To Amount to Balance,	5.698 53

5.926 53 5.926 53

1887
May 7

By Amount brought on.

5698 53

To Cash paid The Commercial Bank of Suffolk in full of judgment, per rect.	424 40
" Cash paid The Farmers Bank of Chausemmd. assignee of A. L. Chelms on account of the debt of — \$762.32 credited with the a- mount paid in part thereof by Ro. R. Preu- tis, as specified in the above account of his transactions as Trustee aforesaid = \$ 375.06 to wit. on account of \$387.26 =	381 16
" Cash paid Peter B. Prentiss in full of bill for fees, per rect.	15 50
" Amount in the hands of the Executrix to Balance,	4.877 67

5.698 73 5698 73

1887 May 7 By Balance brought on 4.877 67

To Cash paid 39 per cent of the following debts due by David W. Luke deceased, as per receipt in each case, to wit;

To The Commercial Bank of Suffolk 39 per cent of \$354.⁴⁸

\$247.⁷⁸ and \$55.95. = 256 70

" The Farmers Bank of Chaussemond 39 per cent of \$643.⁹³

\$2,627.73 and \$30.93 = 1288 00

" E. Wortley Luke 39 per cent of \$76.⁸¹, \$1.⁶⁶ and \$853.⁰⁰ = 363 28

" H. W. Bradshaw 39 per cent of \$104.35 40 70

" Jos. P. Webb " " " \$21.21 8 27

" A. S. Eley " " " \$334.70 130 53

" Darden & Eley " " " \$50.25 19 60

" Saml. J. Lowther " " " \$13.25 5 17

" Bradshaw Gum Co. " " " \$2.13 83

" The Gay Manuf. Co. " " " \$13.65 5 32

" Ballard & Smith " " " \$9.11 3 55

" Daughtrey & Hines " " " \$6.83 2 66

" J. Ed. Brooker " " " \$1.60 62

" Riddick & Baker " " " \$4.25 1 66

" Jas. R. Baker " " " \$15.83 6 17

" D. C. Harrell " " " \$149.14 58 16

" R. R. Owens " " " \$1009.57 393 73

" Amount to Balance, 2292 72

1887

May 7

By Balance due the estate by the Executrix.

4.877 67 4.877 67

\$ 2292 72

1888 Jan. 1

" Rent for the farm of D. W. Luke deceased of 385 acres for the year 1887.

195 00

\$ 2.487 72

1888
Jan. 1

brought on			2.487	72
By Interest on \$2292.72 from 7 May 1887 to 1 Jan. 1888.			89	42
To 5 per cent Comd. on \$284. ⁴²	14	22		
" Amount to Balance.	2562	92		

1888
Jan. 1

By Balance due by the Exec- trix brought on, principal and interest	=		2476	97
	=		85	95
Total			2562	92
with interest on \$2476.97 from 1 Jan. 1888.				

Account chs. 3

A further account of any debts
due by said David W. Duke de-
ceased, or his estate.

Under this head the Com-
missioner reports that he has
not been able to discover any
debts, other than those heretofore report-
ed, due by said David W. Duke or
his estate, nor has any been made
known to him by any person.

Account No. 4

A further account of any debts due by the late firm of Luke and Smith

Under this head the Commissioner reports the following debts, to wit:

Atty. W. B. Holland	A debt due to Zachary J. Holland by Bond for —		\$ 203.14	
	Interest from 17 June 1884 to 1 Jan. 1887.		30 98	
			<u>\$ 234.12</u>	
White & Garnett	A debt due to The Exchange National Bank of Norfolk by note for —	\$ 575.00		
	Paid May 1. 1885 when the note matured	300.00		
		<u>\$ 275.00</u>		
	Int. on \$275. from 1 May 1885 to 1 Jan. 1887	27 50		302.50
Kilby	A debt due to Flamingo Guano Co.	24 50		
	Int. from 1 Apr. 1886 to 1 Jan. 1887	25		24 75
Watts & Hatton	A debt due to the Bank of Portsmouth as per draft for —	350.00		
	Paid 26 April 1885	50.00		
		<u>300.00</u>		
	Interest on \$300 to 1 Jan. 1887.	30 90		330.90
	Total		<u>\$ 892.27</u>	

On the 31st. day of January 1885, Luke & Smith drew a draft on W. J. Baker ^{Hco.} Portsmouth, Va. which W. J. Baker ^{Hco.} accepted for \$225. payable

at the Bank of Portsmouth, Va. sixty days after the date of the draft, and on the 13th day of February 1885, W. J. Baker & Co. made their note for \$350, payable sixty days after its date to Duke & Smith at said Bank of Portsmouth. The note and draft, according to the best information the Commissioner has been able to get, were for the accommodation of W. J. Baker & Co. to enable them to raise money for their own purposes and were taken to Bank by them and there discounted for them, or were left there for collection, - they being the principal debtors and Duke & Smith merely the endorsers or sanctities in both cases. The firm of W. J. Baker & Co. was composed of W. J. Baker and Minnie L. Coreop (alias Minnie L. Tunis, alias Minnie Tunis Coreop). The Exchange National Bank of Norfolk, Va. is now the holder of the draft and note and its attorneys presented them to the Commissioner as evidences of debts to be reported and allowed as debts due by Duke &

Smith, but the Commissioner has not allowed them, because on the 16th, day of January 1888, said Exchange National Bank of Norfolk accepted fifty (50) per cent of the principal sums of both the draft and note from said Minnie L. Chrook and gave her a final and full discharge or release from further liability on account of the draft and note - such acceptance and discharge ~~being~~ as to one of the principal debtors, being, in the opinion of the Commissioner, a satisfaction of the debts as to, ~~and a discharge~~ ^{and a discharge of them} of Duke & Smith, the sureties, from further liability. and having the effect of a bar against the right of the holder of the note and draft to recover of Duke & Smith. The amount of the draft and note being \$675. with \$3.75 protest fees, added, total \$678.75. the amount paid by Minnie L. Chrook was \$339.38.

The Commissioner reports specially that among the debts heretofore reported against D. W. Duke was

one amounting to \$762.32 in favor of
A. L. Chelms. In part satisfaction of
this debt, Robert R. Prentiss, Trustee
has paid the sum of \$375.06 and
E. Wortley Duke, Executrix, the sum
of \$381.16, leaving \$6.¹⁰ thereof still
unpaid.

Respectfully submitted this 28th
day of August 1889.

Wilbur J. Kilby,
Counr. in Chancery.

Fee \$75.⁰⁰

The Farmers Bank of
Hausemond etc.

vs. } In Chy.

Robt. R. Prentiss, Trustee
& al.

Report under
decrees of 15 April
1887 and 17 April
1888

Confirmed 15 April
1891

1889 Sept 30th filed
CLR

To The Farmers Bank of Hansemond which sues for itself and all other creditors of the late firm of Duke and Smith, composed of the late David W. Duke and George Blackwell Smith etc. Complainant,
and
Robert R. Prentiss, Trustee, George Blackwell Smith in his own right and as surviving partner of the late firm of Duke and Smith, E. Wortley Duke in her own right and as executrix of David W. Duke deceased, Wilbur J. Kilby, Trustee, and Benjamin L. Saunders and all others interested made parties defendant by the general description of unknown parties, Defendants,

You are hereby notified that on the 15th, day of July 1895 at my office, in Suffolk, Va., (at which time and place you are required to attend), I shall take, state and settle the following account which ~~is~~ to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Hansemond County, Va., rendered the 13th. day of June 1895 in the suit in chancery pending in said Court to which you are parties plaintiff and defendant S, to wit:

A further account of the transactions of E. Wortley Duke, executrix of the last will and testament of David W. Duke deceased.

Given under my hand, as Commissioner in Chancery of said Court, this 5th, day of July 1895

WILBUR J. KILBY,
Commissioner in Chancery.

Sufficient and legal service of this
notice is hereby accepted by us this
8th. day of July 1895.

James Bank of House.
and
By E. E. Hae and A. E.
G. W. H. D. H. E. E. E.

To the Circuit Court of the
County of Chausmond, Virginia:

In pursuance of a decree
of the Circuit Court of the County
of Chausmond in the State of
Virginia, pronounced on the 13th.
day of June 1895 in the cause
in Chancery in said Court de-
pending between the The Farmers
Bank of Chausmond etc. Com-
plainant and Robert R. Prentiss
Trustee, George Blackwell Smith
and others, defendants, the un-
designated, Wilbur J. Kilby, one
of the Commissioners in Chancery
of said Court, respectfully re-
ports to Court as follows:

That on the 5th. day of July
1895 after the papers in said
cause had been referred to
him, Your Commissioner gave
notice to the parties to whom
said decree required notice
to be given that on the 15th. day
of July 1895 he would proceed
at his office in Suffolk, Va. to
take state, settle and report to
Court a further account of the
transactions of E. Wortley Duke

executrix of the last will and testament of David W. Duke deceased:

That sufficient and legal service of said notice was accepted on the 8th day of July 1895 by E. E. Holland, attorney for the The Farmers Bank of Chambersmond and by said E. Wortley Duke, executrix. The only parties upon whom said decree directed notice to be served, as will appear by the endorsements on the notice herewith returned:

That in pursuance of said notice and by direction of said decree: Your Commissioner has stated said account which is as follows:

Account

A further account of the transactions of E. Wortley Duke, executrix of the last will and testament of David W. Duke, deceased.

x Dr. The Estate of David W. Duke, deceased,
In account with E. Wortley Duke Executrix. Cr.

1889	Nov. 9	By Balance due by the Executrix to the estate of the deceased brought on from the last account.				124	12
1895	June 9	" Interest on \$124. ¹² from 9 Nov. 1889 to this date - 5y. 7m.				41	58
		To cash paid two per cent of the following debts due by the deceased or his estate, per receipt in each case, to wit:					
	Sept. 21	" Sydney T. Ellis, Trustee of The Commercial Bank of Suffolk, two per cent of - \$247.78			4	96	
		" Same, two per cent of \$55.95			1	12	
	18	" Ed. E. Holland, atty. for the The Farmers Bank of Kansas two per cent of \$2,627.73			52	55	
		" Same, two per cent of \$643.93			12	88	
		" Same, " " \$30.93				62	
		" E. Wortley Duke, " " \$853.00			17	06	
		" Same " " \$76.81			1	54	
		" Same " " \$1.66				03	
		" H. W. Bradshaw " " \$104.35			2	09	
	23	" Robt. R. Prentiss, Admr. of Joseph P. Webb, ditto of \$21.21				42	
		" Robt. R. ^{Prentiss} for Garden & Eley " \$50.25			1	01	
	18	" A. S. Eley, ditto of \$334.70			6	69	
					100	97	165 70

1895 Sept. 23

	brought on		100	97	165	70
	To Benj. L. Saunders for same. J.					
	Lowther, two per cent of	\$13.25	27			
11	" The Gay Manuf. Co. " "	\$13.65	27			
18	" H. W. Bradshaw for					
	Bradshaw, Gun Co. " "	\$2.13	04			
19	" Ballard & Smith " "	\$9.11	18			
18	" Wm. E. Hines for					
	Daughtrey & Hines. " "	\$6.83	14			
11	" J. Ed. Booker " "	\$1.60	03			
18	" Ed. E. Holland, atty. for					
	Riddick & Baker. " "	\$4.25	09			
	" Ed. E. Holland, Admr. of					
	Jas. R. Baker " "	\$15.83	32			
20	" Hettie O. Harrell, Admr.					
	of D. C. Harrell " "	\$149.14	2	98		
	" Mrs. M. J. Owens , Executrix					
	of R. R. Owens " "	\$1009.57	20	09		
	" cash paid A. P. Gomer, clerk of the					
	Circuit Court of Chautauque County					
	for copies of the several accounts					
	of the Executrix, per rect.		7	50		
	" cash paid Robt. R. Smith, clerk of					
	the County Court of said County					
	for recording said copies of said					
	accounts in his office, per rect.		7	50		
	" cash paid Wilbur J. Kilby, Comr. "		20	00		
	" cash retained to pay future costs		5	32		
			165	70	165	70

The taking of the foregoing account was begun on the 15th, day of July 1895 and adjourned from day to day untill the date of this report when the same is completed.

Respectfully submitted this 24th, day of September 1895

Wilbur J. Kilby,
Commissioner in Chancery.

The Farmers Bank
of Chaseburg

vs. } In Chy.

Robt. R. Prentiss, Trustee
and others

Report under de-
cree of 13 June
1895

Confirmed 15th,
Octo. 1895

1895 Sept-24th Filed
A. P. Gomer ck

To Hon. Mr. Hill, Judge of the Circuit Court of
Hauemann County.

The undersigned special Commissioners in the Chancery Cause of "The Farmers' Bank of Hauemann vs R.R. Pentis Truste & als, respectfully report, that pursuant to a decree in said Cause pronounced the 15th day of April 1887, they offered for sale, on the 11th day of July, the Real Estate named in said Decree of which D. H. Duke died seized, but failing to get satisfactory bids therefor, withdrew the same and offered it again before the Court House door in Suffolk on Sept 12th, when the farm was purchased by Augustus Wright, at the price of \$2345⁰⁰, the assessed value being \$1500⁰⁰. The house and lot near Suffolk was purchased by Mrs E. W. Duke for \$150⁰⁰ and is assessed at \$125⁰⁰. The purchasers ask leave to anticipate the Credit payments, and that Deeds be made to them as soon as the purchase money is all paid.

Respectfully Submitted:

Wm. H. Wright } (Special)
E. E. Howard } Commissioners,

Oct 15th 1887

The James' RR of Ham-
den.

20 } In Charge

R. R. Prentiss Trustee & as

Report of Sale by
Jno H. Wright } Special
E. E. Holland } Commrs.

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

The undersigned Special Commissioners, respectfully report to Court that they have collected from Augustus Wright, the purchaser, the bonds for the deferred payments on the land purchased by him, and the same, with the Cash payments on the two tracts of land, less some taxes paid and costs of sale is on deposit in the Farmers Bank of Hanseman to their Credit as Commissioners in this Cause —

Respectfully Submitted —

Geo. H. Wright } Special
E. E. Horeland } Commrs.

Oct 17th 1889.

The Farmers Bank of Mass^{ts}

vs { In Chancery

R.R. Prentiss Trustees

Report of Collections

by Jos. H. Wright &

E. E. Holland -

Spk Com^{rs}

To the Circuit Court of Chausemond
County, Va.

In pursuance of the decree of the
Circuit Court of Chausemond County, Va.,
pronounced on the 17th day of Octo-
ber A.D. 1889 in the Chancery Cause
pending in said Court between the
The Farmers Bank of Chausemond
etc. Complainant and Robert R.
Prentiss, Trustee, George Blackwell
Smith and others, Defendants, the
undersigned, Wilbur J. Kilby, one of
the Commissioners in Chancery of
said Court, respectfully reports to
Court that after he had given no-
tice of the time and place of taking
the accounts, to the parties to whom
notice was directed to be given, as
will appear by the notice hereto
annexed and the endorsations there-
on, he proceeded on the 20th day of
May 1891 at his office in Suffolk
Va. as specified in said notice,
to take, state and settle the several
accounts required by said decree
to be taken, stated and settled.
The proceedings having been adjourn-
ed from day to day since the

20th. day of May 1891, are now completed and the result, ^{is} herewith respectfully submitted as follows:

Account Chs. 1

A further account of the transactions of Robert R. Prentiss, Trustee in the deed of trust mentioned in the Bill in said suit, made by said George Blackwell Smith, as surviving partner of Duke & Smith;

Dr. The late firm of Duke and Smith,

In Account with Robert R. Prentiss Trustee named in the deed of trust made by George B. Smith, surviving partner of said firm and mentioned in said Cause

Cr.

1889					
Sept. 24	By Balance due by the Trustee on deposit in the The Farmers Bank of Chaussemond, as per last account.			\$ 798	97
	To Cash paid Robert R. Prentiss, fees secured by said deed of trust, for general advice, drawing contract with Ryland & Brooks and for drawing the said deed of trust	\$ 250	00		
	Carried on	250	00	798	97

1889 Sept. 24	Brought on	250 00	798 97
Oct. 28	To Cash paid Wilbur J. Kilby one-half of Commissioner's fee for Report dated 28 August 1889 and filed in said Cause 30 Sept. 1889. per sect.	37 50	
Nov. 16	" " paid State and County taxes for 1889 on land in Isle of Wight County. per sect.	2 98	
1890 Feb. 21	By Cash of Eli B. Johnson for the 112 acres of land in Isle of Wight County sold to him for -		150 00
	To Cash paid for drawing deed conveying said 112 acres of land to said Eli B. Johnson.	2 50	
June 30	" " State and County taxes for 1889 on land near Buckhorn in Chatham County, per sect.	11 09	
Sept. 8	By Cash of Daughtrey & Watkins for the land aforesaid near Buckhorn, sold to them for -		100 00
	To Cash paid for drawing deed conveying said last mentioned land to said Daughtrey & Watkins.	2 50	
1891 Jan. 5	By Cash in settlement of judgment against F. L. Jones.		87 20
Feb. 27	To Cash paid Merritt Briggs, Atty. his contingent fee for obtaining judgment against F. L. Jones. per contract with Duke & Smith. per sect.	30 03	
April 1	" " paid State and County taxes for 1890 on said land near Buckhorn. per sect.	10 51	
	Carried on	347 11	1136 17

1891 Apr. 1
28

Brought on

347 11 1136 17

By Amount of interest collected of The Farmers Bank of chausemond on deposits of the Trustee in said Bank.

75 93

To Cash paid Wm. S. Holland, Atty. for Zachary J. Holland, dividend on the latter's claim against Luke & Smith under decree of 15 April 1891 in said Cause, per sect.

145 15

" Cash paid White & Garnett, Attys. for Wm. H. Peters, Receiver of The Exchange National Bank of Norfolk, Va. dividend on claim against Luke & Smith under said last-mentioned decree, per sect.

187 55

" " paid W. J. Kilby, Atty. for The Flamingo Guano Co. dividend on claim against Luke & Smith under said last-mentioned decree, per sect.

15 35

" " paid Watts & Hatton, Attys. for The Bank of Portsmouth dividend on claim against Luke & Smith, under said last-mentioned decree, per sect.

205 15

" " Robert R. Prentiss, Atty. fee for legal services in said Cause allowed by said last-mentioned decree

250 00

" 5 per cent Commissions on \$413.¹³

20 65

Sept. 26

" Cash paid Wilbur J. Kilby, Comr. one-half of his fee for this Report, per sect.

20 00

" " retained to pay unpaid costs etc.

21 14

1212 10 1212 10

Account No. 2.

A further account of the transactions
of E. Wortley Duke as Executrix of David
W. Duke, deceased:

Dr. The Estate of David W. Duke, deceased

In Account with E. Wortley Duke, Executrix, Per.

1888				
Jan. 1	By Balance due by the Executrix brought on from the last ac- count confirmed		\$ 2562 92	
"	Interest on \$2476.97 part thereof from 1 Jan. 1888 to 1 Nov. 1889. - 1y, 10 mos.		272 47	
1889 Nov. 9	To Cash paid 43 per cent of the following debts due at this date by David W. Duke de- ceased, per receipt in each case, to wit:			
	To Sydney T. Ellis, Trustee of The Commercial Bank of Suffolk, 43 per cent of \$247.78.	106 54		
"	Same, 43 per cent of \$55.95.	24 05		
"	The Farmers Bank of Chase- mond 43 per cent of \$2627.73.	1129 92		
"	Same, 43 " of \$643.93	276 89		
"	Same 43 " of \$30.93	13 30		
"	E. Wortley Duke 43 per cent of \$853. ⁰⁰	366 79		
"	Same 43 " of \$76. ⁸¹	33 03		
"	Same 43 " of \$1.66	71		
"	H. W. Bradshaw " " \$104.35	44 87		
"	Jos. P. Webb " " \$21.21	9 12		
"	A. S. Eley " " \$334.70	143 92		
"	Darden & Eley " " \$50.25	21 60		
"	Saul J. Lowther " " \$13.25	5 70		
"	Bradshaw, Gunn Co. " " \$2.13	91		
"	The Gay Manuf. Co. " " \$13.65	5 87		
	carried on	2183 22	2835 39	

1889 chor. 9

Brought on	2183 22	2835 39
To paid Ballard & Smith 43 per cent of \$9.11	3 92	
" " Daughtrey & Hines " " " \$6.83	2 94	
" " J. Ed. Booker " " " \$1.60	71	
" " Riddick & Baker " " " \$4.25	1 82	
" " Jas. R. Baker " " " \$15.83	6 80	
" " D. C. Harrell " " " \$149.14	64 13	
" " R. R. Owens " " " \$1009.57	434 11	
" 5 per cent commissions on \$272.47	13 62	
" Amount to Balance	124 12	

1889
chor. 9
+

By Balance due by the Executrix
to the estate brought on.

\$ 124 12

Respectfully submitted this 26th day of
September 1891.

Wilbur J. Kilby,
Covr. in Chancery.

Account No. 2.

A further account of the transactions of E. Wortley Duke as Executrix of David W. Duke, deceased:

Dr. The Estate of David W. Duke, deceased
In Account with E. Wortley Duke, Executrix, &c.

1888	Jan. 1	By Balance due by the Executrix brought on from the last account confirmed		\$ 2562 92
	"	Interest on \$2476.97 part thereof from 1 Jan. 1888 to 1 Nov. 1889. - 1 y. 10 mos.		272 47
1889	Nov. 9	To Cash paid 43 per cent of the following debts due at this date by David W. Duke deceased, per receipt in each case, to wit:		
		To Sydney T. Ellis, Trustee of The Commercial Bank of Suffolk, 43 per cent of \$247.78.	106 54	
	"	Same, 43 per cent of \$55.95.	24 05	
	"	The Farmers Bank of Chase- mond 43 per cent of \$2627.73.	1129 92	
	"	Same, 43 " of \$643.93	276 89	
	"	Same 43 " of \$30.93	13 30	
	"	E. Wortley Duke 43 per cent of \$853. ⁰⁰	366 79	
	"	Same 43 " of \$76. ⁸¹	33 03	
	"	Same 43 " of \$1.66	71	
	"	H. W. Bradshaw " " " \$104.35	44 87	
	"	Jos. P. Webb " " " \$21.21	9 12	
	"	A. S. Eley " " " \$334.70	143 92	
	"	Darden & Eley " " " \$50.25	21 60	
	"	Saml. J. Lowther " " " \$13.25	5 70	
	"	Bradshaw, Gunn & Co. " " " \$2.13	91	
	"	The Gay Manuf. Co. " " " \$13.65	5 87	
		carried on	2183 22	2835 39

1889 chor. 9

Brought on		2183 22	2835 39
To paid Ballard & Smith	43 per cent of \$9.11	3 92	
" " Daughtrey & Hines	" " " \$6.83	2 94	
" " J. Ed. Booker	" " " \$1.60	71	
" " Riddick & Baker	" " " \$4.25	1 82	
" " Jas. R. Baker	" " " \$15.83	6 80	
" " D. C. Harrell	" " " \$149.14	64 13	
" " R. R. Owens	" " " \$1009.57	434 11	
" 5 per cent commissions on	\$27247	13 62	
" Amount to Balance		124 12	

1889
chor. 9
+

By Balance due by the Executrix
to the estate brought on.

\$ 124 12

Respectfully submitted this 26th day of
September 1891.

Wilbur J. Kilby,
Covr. in Chancery.

To The Farmers Bank of Hansemond, which sues for itself and all
~~all~~ other creditors of the late firm of Duke & Smith composed of the late
David W. Duke and George Blackwell Smith etc. Complainant,
and
Robert R. Prentiss, Trustee, George Blackwell Smith in his own right and
as surviving partner of the late firm of Duke & Smith, E. Wortley
Duke in her own right and as Executrix of David W. Duke
deceased, Wilbur J. Kilby, Trustee, and Benjamin L. Am-
ders and all others interested made parties defendant
by the general description of unknown parties. Defendants.

You are herety notified that on the 20th, day of May 1891
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 Hansemond County, Va., rendered the 17th,
day of October 1889 in the suit in chancery pending in said Court to which you
are parties plaintiff and defendant S, to wit:

1. A further account of the transactions of
Robert R. Prentiss Trustee in the deed of trust
mentioned in the Bill in said suit, made
by said George Blackwell Smith, as surviving
partner aforesaid.

2. A further account of the transactions of
E. Wortley Duke as Executrix of David W.
Duke deceased.

Given under my hand, as Commissioner in Chancery of said Court, this 20th, day of
April 1891

WILBUR J. KILBY,
Commissioner in Chancery.

Sufficient and legal service of
this notice is hereby accepted by us
this 20th. day of April 1891.

Geo. H. Wright atty for Geo. B. Smith &c.

Robert R. Prentiss.

Counsel for Geo. B. Smith

Surviving partner &c.

E. E. Hildes

Counsel for The Farmers

Bank of Massachusetts

The Farmers Bank of
Hausemond

vs. } In Chy.

Rob. R. Prentiss, Trustee
& others.

Report under decree
of 17th. Octo. 1889

Confirmed 15 Octo.
1891

Filed September 26th 1891

A.B.G.
clerk

Farmers Bank of Mansfield, who sues
as de Chaucer
Robt R Prentiss Trustee vals

This Cause, in which the non-resident and
unknown defendants have been proceeded against
in the manner prescribed by law, came on this
day to be heard upon the bill of the Complainant,
the answer of Robt. R. Prentiss Trustee, the answer of
Geo. B. Smith, surviving partner of the late firm of Duke
Smith, the answer of E. W. Dike ~~Executive~~ of
~~D. W. Dike & Co.~~, with general applications thereto
and exhibits filed and was argued by Counsel.
On consideration whereof the Court doth order
adjudge and decree that the papers in this Cause
be referred to one of the Commissioners of this
Court, who is directed to enquire into and
report to Court.

1st. A true and accurate account of the assets
and liabilities of the late firm of Duke & Smith
at the time of the death of D. W. Dike.

2nd. An account of the transactions of Geo. B.
Smith, surviving partner of the late firm of Duke
& Smith, since the death of D. W. Dike; and espe-
cially of the property sold to Ryland Brooks, the amount
of the purchase money and the terms and conditions of
the sale.

3. An account of the transactions of Robt. R. Prentiss

Trustee in the deed of trust set out in Com-
plainants bill since the execution of said
deed, and especially of all amounts received
by him.

4. An account of the individual assets, real
and personal of D. W. Duke, dec'd, ^{and} of all debts due
by him or his estate with their priorities

5. An account of the actings and doings of E.
Wortley Duke Executrix of D. W. Duke dec'd since
her qualification as such.

Which several inquiries the said Commis-
sioner shall make and to the Court report to-
gether with any matter specially stated deemed
pertinent by himself or required by any party to
be so stated. And on motion of E. Wortley Duke
Executrix of D. W. Duke dec'd leave is given
her to file her answer in this cause.

Notice of the time and place of taking the
foregoing accounts ~~shall be~~ published in the
Suffolk Herald, ^{a newspaper published in town of Suffolk, Va} once a week for four suc-
cessive weeks shall be equivalent to personal
notice to all the parties.

Farmers Bank &c
W. L. Hancock
RR Bank Trust Co

Decree
Oct 11th
To be entered

Jos. B. ...

Entered 073 Dec 2 / 95
Oct 11 95

The Farmers Bank of Chausemound etc,
vs.
Robert R. Prentiss, Trustee &als,

This cause came on this day to be again heard on the papers formerly read and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that the papers in this cause be referred to one of the Commissioners of this Court who is directed to take, state settle and report to Court a further account of the transactions of E. Wortley Duke, Executrix of the last will and testament of David W. Duke, deceased.

Notice of the time and place of taking said account need only be given to Edward E. Holland, Attorney for The Farmers Bank of Chausemound, and to said E. Wortley Duke.

The Farmers Bank
of Chaussemond etc.

vs. } In Chy.

Robt. R. Prentiss,
Trustee &als

In the Circuit
Court of Chaussemond
County,

13 June 1895

Decree

To be entered

Robert R. Prentiss

Entered in Chancery
Order Book No. 2.
Page 643.

The Farmers Bank of Nausemond
and others

Robert R. Prentiss Trustee for
Duke & Smith's Creditors and
others. -

This cause came on this
day to be further heard upon
the papers formerly read, and
the exception of William A.
Peters Receiver of The Exchange
National Bank to the Report
of W. J. Kilby, Commissioner,
being withdrawn by counsel,
and was argued by counsel.

On consideration whereof,
the Court doth adjudge, order
and decree that the Report
of Commissioner W. J. Kilby,
dated August 28. 1889, and
filed September 30. 1889, be
in all respects ratified, ap-
proved and confirmed; and
further adjudge, order and decree
that Robert R. Prentiss, Trustee,
do out of the funds in his
hands as Trustee, proceed to
pay to Zachary T. Holland, Wm.
A. Peters Receiver of The Exchange

National Bank of Norfolk, Flamingo
Guano Company, and The Bank
of Portsmouth, or their attorneys
of record, fifty per centum of
the amount of their respective
debts as ascertained by the
said report, with interest on
such fifty per cent from the
20th. day of April 1887, the
date of the last distribution
by the said Trustee. -

And Robert T. Prentiss Counsel
for ~~the~~ George B. Smith, Surviving
partner of Duke & Smith, is
hereby allowed a fee of
Two hundred and fifty Dollars
to be paid by the Trustee out
of the funds in his hands. -

Farmers Bank of
Hausemond Vt.

N. M. Deere
April 15, 1891.

Ro. R. Prentiss, Trustee
Vt.

To be entered
C. M. S.

Entered See Chansey
Order Book No 2
Page 382

CIRCUIT COURT OF NANSIMOND COUNTY.

The Farmers Bank of Nansimond Co.

v.

Robert R. Prentiss, Trustee and others

THIS CAUSE came on this day to be further heard upon the papers formerly read and upon the report of Wilbur J. Kilby, Commissioner, which report is dated and was filed on the 26th. day of September 1891, and to which no exceptions have been taken, and was argued by counsel:

the Court doth adjudge, order and decree that On consideration whereof the said report and the transactions of Robert R. Prentiss, Trustee under the deed of trust executed by George Blackwell Smith surviving partner of Duke & Smith, and the transactions of E. Wortley Duke Executrix of David W. Duke, deceased, as therein reported, be and the same are in all respects ratified, approved and confirmed.

Farmers Bank of Mansfield, Va.

Doctee
v. R. R. Prentiss, Trustee

October 18 1891.

Entered in Chancery
Order Book No 2, p. 418

THE FARMERS BANK OF MANSFIELD, VA.
v.
R. R. PRENTISS, TRUSTEE
THIS CAUSE came on this day for the trial, heard upon
the report of the jury, and upon the report of the jury, the
court rendered judgment in favor of the plaintiff, and
ordered that the same be paid to the plaintiff, and
that the costs of the suit be paid by the defendant.

The Farmers Bank ofhausen and als

vs

Ro. R. Prentiss + als

This cause came on this day to be again heard upon the papers formerly read and upon the report of Jas. H. Wright & E. E. Holland, Special Commissioners, of their collection of the bonds given for the deferred payments upon the land sold by them under former decrees herein, and also upon the report of Wilbur J. Kilby, Commissioner, of the further transactions of Ro. R. Prentiss Trustee and E. W. Duke Executive, of other debts due by Duke & Smith, & by E. W. Duke, to neither of which reports any Exceptions are filed, and was argued by Counsel

On consideration whereof, the Court, continuing the consideration of Commissioner Kilby's report, so far as it relates to other debts due by Duke and Smith, ^{with the consent of all parties} both ratify and confirm said report in all other respects, and both adjudge, order and decree that Ro. R. Prentiss Trustee do proceed to sell without reserve the residue of the Real Estate belonging to Duke & Smith, ^{either at public or private sale, in his discretion.} ~~and report to Court.~~

And it appearing to Court that E. Wortley Duke Executive, out of funds in her hands has paid the debt due to R. L. Samuels, by Deed of Trust on the land sold by Special Commissioners Jas. H. Wright and E. E. Holland, and that she also paid the debt which was a first lien on

And that they pay to her in her individual capacity the net proceeds of the farm of 385 acres, to-wit: King her receipt therefor and filing the same with the papers in this cause -

the other lot of land sold by said Special Commissioners, ^{out of funds in her hands as Ex^r} the Court doth further adjudge, Order and decree, that said Special Commissioners do pay over to said E. Wortley Duke, Executive, the net amount in their hands arising from the sale of said ^{lot} ~~land~~, ^{to be credited by him in his transactions as Executive} taking his receipt therefor and filing the same with the papers in the cause. And the Court doth further adjudge, order and decree that E. Wortley Duke, Executive, do proceed to distribute the funds in her hands as such, among the creditors of D. W. Duke Dec^d, as shown in the report of Commissioner W. J. Kilby, taking receipts for such payments and filing the same with the papers in this cause. And said Commissioner W. J. Kilby is directed to take, state and report to Court a further account of the transactions of R. R. Prentiss Trustee and E. Wortley Duke Executive, and all costs of the last and of any subsequent reports of the transactions of said Trustee and Executive, will be paid jointly by them - Notice of the time and place of taking which accounts need only be given to John A. Wright, E. E. Holland and Robert R. Prentiss, counsel in this cause. -

The Farmers Bk of New York

vs } In Chancery

RR Prentiss, Trustee & al

Decree

To be entered

Chancery

Oct 17th 1889.

I consent,

Robt R Prentiss

Counsel for G. B. Smith
& Trustees.

E. E. Hareland,

Counsel for Bank.

Geo H. Wright

Att'y for Mrs E. B. Duke & Co
Chancery Order Book
No. 2. p. 301.

Formers Bank of Newsmoud
vs $\frac{1}{2}$ In chancery
R.R. Prentiss Trustee

This cause come on this
day to be again heard on the papers
formerly read and on the petition of
Z. J. Hall and was argued by
Counsel on consideration whereof the
Court doth adjudge, order and decree
that one of the commissioners of this
court upon reasonable notice to R.R.
Prentiss trustee, Formers Bank of Newsmoud,
Mrs. E. W. Duke executrix of D. W.
Duke decd. or her attorney, and W. S. Holland
attly for Z. J. Hall and, take and report
to court in further accounts of debts
outstanding and unpaid of the late
firm of Duke & Smith and of the late
David W. Duke, and make.

The Farmers Bank of Vermont.

vs {

R. R. Prentiss Trustee at, &c.

April 27th 1888.

\$ cee

To be entered

Ch. H. H.

Entered Chy Order
Book No. 2. P. 202.

The Farmers' Bank of Hanscom

vs } In Chancery.

Ro. R. Prentiss, Trustee & als.

This cause came on this day to be heard upon the papers formerly read, and upon the report of Jos. N. Wright and E. E. Hall and Special Commissioners, of the Sale of Real Estate made by them pursuant to Decree herein of the 15th day of April 1887, to which report there are no Exceptions filed, and was argued by Counsel:

On consideration whereof, it appearing to the Court that said Real Estate was sold at satisfactory prices, the said report is hereby confirmed, and the Court doth adjudge, Order and decree, that out of the Cash payments, the said Special Commissioners after paying the Costs of Sale and any unpaid Costs of said suit, do distribute the remainder among the Creditors of D. W. Dech, as shown by the report of Commissioner W. J. Kilby, filed with the papers in the cause, according to their respective interests. And the said Special Commissioners are authorized to withdraw from the papers in the Cause, the bonds given for the deferred payments, and collect the same before maturity, if the parties desire to anticipate payment thereof, and when paid ~~paid~~ there,

will make Deeds to the purchasers in the usual form, or to such parties as the purchaser or purchasers may direct; and said Commissioners will distribute the payments, when made among the Creditors of Dth. Duke, as shown in Commissioner Kilby's report, and make report to Court of their proceedings hereunder.

And the Cause is continued.

The Farmers Bank of Man-
severed,

vs { In Chancery.

R.R. Prentiss, Trustee & als

Oct 15th 1887

Decree confirming -
ing sale &c.

To be entered,

Oct. 15th 1887

C. White

Entered Chancery
Order Book No: 2 p. 161.

The Farmers Bank of Mansfield
which sues &c
vs J. In Chancery
Robt. R. Prentiss Trustee &cals

This Cause came on this day to be again heard upon the papers formerly read, upon the answer of E. Worthy Duke in her own right and as Executrix of D. W. Duke dec'd filed since the last hearing of this cause, with general replication thereto, and upon the report of Arthur J. Kilby Commissioner, dated the 8th day of December 1886 and filed the 31st day of March 1887, to which report no exceptions have been filed, and was argued by Counsel: On consideration ^{of said report} the Court doth ratify, approve and confirm said report in all respects, and doth order, adjudge and decree that R. R. Prentiss, Trustee, do after first paying and have the costs of this suit, proceed to distribute the funds shown due in his hands by said Report among the creditors of the late firm of Duke & Sewell, as shown by account

No. 4 of the said Report in accordance with the priorities established by said Report, that is to say, the debts of the first class shall be paid in full, and the balance of the fund shall be distributed pro rata among the creditors of the second class named in the said Account No. 4. And the said Robt. R. Prentiss is authorized and directed to proceed to execute the trusts imposed upon him by the deed of trust from Geo. B. Smith, Surviving partner of the late firm of Duke and Smith and Edith W. Duke in her own right and executrix of D. W. Duke dec'd dated the 2nd day of August 1886 and admitted to record in the Clerk's office of Hancock and County Court on the 3rd day of August 1886. And he is directed to distribute the funds ^{hereafter} coming into his hands as such trustee, after payment of legal expenses, pro rata among the creditors of the second class named in the said Account No. 4. of said report. But the said Trustee shall

nor be authorized to pay any part
of the debt due to Ryland & Brooks,
until one of the other creditors of
the said second class shall have
received sixty per. centum of their
respective debts.

And the Court doth further order,
adjudge and decree that E. Worthy
Duke, Executor of David W. Duke
decd, do, after first paying and paying
the costs of this suit, proceed to dis-
tribute the funds shown to be in
her hands by said Report among
the creditors of David W. Duke decd,
as shown by account No. 7 of said
Report in accordance with the priori-
ties established by said Report, ex-
cept the debt of E. Worthy Duke in place
of Benj L. Saunders which has been paid.
And the Court doth further order,
adjudge and decree that John H.
Wright and E. E. Storey, who are
herby appointed Special Commis-
sioners for the purpose do proceed
to make sale, at public auction, on
some County Court day, in front of
the Court house of Hansman County,
of the tract of land in these proceedings

described of which D. W. Duke did seized
and possessed lying in Chesapeake Mag-
istral District Hanseman County,
on the County road leading from Suff-
olk to Windsor, containing 385 acres,
more or less, upon the following terms
to wit: One third cash, and the bal-
ance of the purchase money to be
paid in one and two years from the
day of sale, the defined payments to be
secured by the bond of the purchaser,
and the retention of the title in the
whole of the purchase is paid, with priv-
ilege to the purchaser to anticipate pay-
ments if he desires. The said sale shall
be advertised once a week for three
successive weeks in the one news pa-
per published in Hanseman County
or in such other manner as the Com-
missioners shall deem advisable.
And they shall also make sale of
the lot of land on Igus Street near
the Town of Suffolk, in these proceedings
described of which D. W. Duke did
seized and possessed at the same
terms and conditions and after the like
advertisement, subject to the power

interest of E. Worthing Duke, widow
of the late D. W. Duke therein. But
before the said Commissioners shall
advertise the said land for sale they
shall execute and deliver to the
Clerk of this Court a proper bond,
with good personal security in the
penalty of \$5000⁰⁰ payable to the
Commonwealth of Virginia and con-
ditioned for the faithful performance
of their duties under this or any fu-
ture decree in this cause and they
shall append to said advertisement
a copy of the certificate of said Clerk
showing that the bond required by this
decree has been executed. And it ap-
pearing to the Court that E. Worthing
Duke, widow of the late D. W. Duke dead
is entitled to dower in the equity of
redemption in the tract of land con-
taining 385 acres, in these ^{mentioned} proceedings,
the Court doth further order, adjudge
and decree that this cause be re-
ferred to one of the Commissioners of
this Court who is directed to take stock
and report to Court an account
showing what is the value of the
said E. Worthing Duke's dower interest

in the said equity of redemption,
after the sale of same shall have
been made. The said Commissioner
is also directed to take, state and
report the following accounts:
1st A further ^{of the transactions} account of E. Wor-
thy Duke Escenting of David W.
^{and of any debts due by D. W. Duke or by Duke & Smith}
Duke died under this decree and
2nd A further ^{the transactions of} account of Rob R.
Parrish, trustee under the said of
trust herein mentioned,
at the time and place of the
saying said accounts need only be given
to E. Worthy Duke Escenting, Rob. R.
Parrish, trustee, Jas. H. Long. R. H.
Rawles and E. E. Hall and, Counsel in
this cause.

And this cause is continued &c

The Farmers Bank
of Mansfield &c

vs In Chy

Rob. R. Prentiss Trustee
and others.

Decree Obtained
Apr 15 1887

C. W. Hall

We consent.

John Houghton for &c

Rob. R. Prentiss for

Geo. B. Smith Surv & parties

E. C. Holland for

Farmers Bank of Mans'd.

R. H. Rawls for

Farmers Bank of Mans'd

Costs-

Clerk	\$ 15.00
Attorney	16.50
Stamps	3.00
Printer	15.50
Commissions	109.00
	<u>\$ 154.00</u>

Costs

CLERK'S OFFICE,
ISLE OF WIGHT COUNTY, VIRGINIA.

N. P. YOUNG, CLERK

Isle of Wight Co. N., Va., April 27th 1885.

Wilbur J. Hilby Esq.
Att. at Law, Suffolk Va
Ordn.

Yours of 25th is to hand this p.m.
The judgment alluded to by you, in favor R. R.
Owens, was rendered at the Octo. term last of our
Circuit Court against A. Q. Helms, J. E. Helms & Co.,
Darden, surviving obligors of themselves and A.
W. Duke, upon a bond executed by said parties,
in the order named above, and payable on de-
mand to R. R. Owens, for One Thousand dollars.
The bond is dated on the 1st day of May, 1883,
bears interest from date, and is credited
with \$25.⁰⁰ as of the 25th of Sept, 1884, and \$200.⁰⁰
as of the 22nd of April, 1885.

Costs of suit \$9.⁰⁰

Yours truly,

N. P. Young Clerk.

8225-

1883- May 1st

Apr 22nd - 1885-

\$ 1000.00

1885- 4 - 22
1883 5 - 1
1- 11 - 21

1000
112
11000
300
11500
350

1000
0002
3000
500
3500

11550
100000
1115.50
225-00

1887- 4 - 15
1885- 4 22
1- 11 - 25-

893.50
112

8935.06
0046

98285-0
44675-

357400
14891

10275-25-
377

372291

10647
89350

99997

9.60 Costs

100957 Total

1884- 9 - 25
1883 5 - 1
1- 4 - 24

1885- 4 - 22
1883 5 - 1
1- 11 - 21

893.50
10275
342
\$ 999.67 Correct
9.60 Cost
1009.27 Correct
39
908343
302781
393,615.3

1000
60
55
350
118.50
225.00
893.50
23
26805-0
178700
62055-05-0
342505

621000
350

1887- 4 - 15
1885- 4 - 22
1- 11 - 23

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Robert R. Prentis, Trustee,
G. B. Smith, in his own right, and as surviving partner of
the late firm of Duke & Smith, E. Wesley Duke in her own
right, and as Executor of D. W. Duke deceased, William J.
Kelly, Trustee, and Benjamin L. Saunders, and all others
interested, made parties, defendant, by the general description
of unknown parties,

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

Bill in Chancery exhibited against them
in the said Court by The Farmers Bank of Nansemond,
which sues for itself and all other Creditors of the late
firm of Duke & Smith, composed of the late D. W. Duke and
G. B. Smith, who may come in and contribute to the Costs
of this Suit.

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this 11th day of August 1886, in the 11th
year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

1886. September 1st. Executed and a Green copy hereof &
each of the within named ~~persons~~ ^{persons} beyond only, and
J.B. Vaughan Deputy for
J.L. Mulgham & Co.

Raigles
E.E. Holland } 49
The Farmers Bank
of Nausemund, which
sues &c.

vs { Sum. in Chy.
Robert R. Prentiss,
Trustee &c.
To Sept. Rules, 1886.

Sep 1

1/3⁰⁰

Pro: B. H. I. Hag-
Cis. Co.

VIRGINIA.—IN THE CLERK'S OFFICE
of the Circuit court for Nansemond county,
the 11th day of August, 1886—In vacation:

The Farmers Bank of Nansemond, which sues
for itself and all other creditors of the late
firm of Duke & Smith (composed of the late
D. W. Duke and G. B. Smith) who may
come in and contribute to the costs of this
suit..... Plaintiff,

AGAINST

Robert R. Prentis, trustee; G. B. Smith, in
his own right and as surviving partner of
the late firm of Duke & Smith; E. Wortley
Duke, in her own right and as executrix of
D. W. Duke, deceased; Wilbur J. Kilby,
trustee, and Benjamin L. Saunders, and all
others interested, made parties defendant
by the general description of unknown
parties Defendants.

IN CHANCERY.

The objects of this suit are to secure a true
and accurate account of the assets and liabilities
of the late firm of Duke & Smith, composed
of the late D. W. Duke and G. B. Smith;
the transactions of said G. B. Smith as surviving
partner of said late firm of Duke & Smith;
the transactions of Robert R. Prentis,
trustee in a certain deed of assignment made
by said G. B. Smith as surviving partner of
said late firm of Duke & Smith, and E. Wortley
Duke, in her own right and as executrix
of D. W. Duke, deceased; to set aside said
deed of assignment as fraudulent and void,
and to subject the copartnership assets of the
said late firm of Duke & Smith to the payment
of the copartnership debts; and further
to obtain a true and accurate account of the
individual assets of D. W. Duke, deceased,
of all debts due by him or his estate, with their
priorities; of the transactions of E. Wortley
Duke as executrix of D. W. Duke, deceased,
and to subject the same to the payment of the
debt, so ascertained.

And affidavit having been made and filed
that Benjamin L. Saunders is a non-resident
of this Commonwealth, and that the names
of the defendants described above as unknown
parties are unknown to the plaintiff, it is ordered
that the said non-resident and unknown
defendants do appear here within one month
after due publication of this order and do
what may be necessary to protect their interests
in this suit, and that a copy of this order
be inserted in the **SUFFOLK HERALD**, a newspaper
published in the town of Suffolk, for
four successive weeks, and posted at the front
door of the Courthouse of this county on the
first day of the next term of the County court
of said county.

A copy—Teste:

PETER B. PRENTIS, Clerk.

R. H. RAWLES and E. E. HOLLAND, p. q.

aul3-4w

Office of the Suffolk Herald,

Suffolk, Va., *Sept. 10* 18*86*

I ~~We~~ 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.

~~ELIAS C. BELL~~, Ed., Herald.
J. E. Zook

Camp: & Pub

VIRGINIA.—IN THE CLERK'S OFFICE
of the Circuit court for Nansemond county,
the 11th day of August, 1886.—In vacation:
The Farmers Bank of Nansemond, which sues
for itself and all other creditors of the late
firm of Duke & Smith (composed of the late
D. W. Duke and G. B. Smith) who may
come in and contribute to the costs of this
suit.....Plaintiff,

AGAINST
Robert R. Prentis, trustee; G. B. Smith, in
his own right and as surviving partner of
the late firm of Duke & Smith; E. Wortley
Duke, in her own right and as executrix of
D. W. Duke, deceased; Wilbur J. Kilby,
trustee, and Benjamin L. Saunders, and all
others interested, made parties defendant
by the general description of unknown
parties.....Defendants.

IN CHANCERY.

The objects of this suit are to secure a true
and accurate account of the assets and liabilities
of the late firm of Duke & Smith, com-
posed of the late D. W. Duke and G. B. Smith;
the transactions of said G. B. Smith as sur-
viving partner of said late firm of Duke &
Smith; the transactions of Robert R. Prentis,
trustee in a certain deed of assignment made
by said G. B. Smith as surviving partner of
said late firm of Duke & Smith, and E. Wort-
ley Duke, in her own right and as executrix
of D. W. Duke, deceased; to set aside said
deed of assignment as fraudulent and void,
and to subject the copartnership assets of the
said late firm of Duke & Smith to the pay-
ment of the copartnership debts; and further
to obtain a true and accurate account of the
individual assets of D. W. Duke, deceased, of
all debts due by him or his estate, with their
priorities; of the transactions of E. Wortley
Duke as executrix of D. W. Duke, deceased,
and to subject the same to the payment of the
debt, so ascertained.

And affidavit having been made and filed
that Benjamin L. Saunders is a non-resident
of this Commonwealth, and that the names
of the defendants described above as unknown
parties are unknown to the plaintiff, it is or-
dered that the said non-resident and unknown
defendants do appear here within one month
after due publication of this order and do
what may be necessary to protect their inter-
ests in this suit, and that a copy of this order
be inserted in the SUFFOLK HERALD, a news-
paper published in the town of Suffolk, for
four successive weeks, and posted at the front
door of the Courthouse of this county on the
first day of the next term of the County court
of said county.

A copy—Teste:
PETER B. PRENTIS, Clerk.
R. H. RAWLES and E. E. HOLLAND, p. q.
au13-4w

State of Virginia,
Nansemond County, } To wit:

Peter B. Prentis, Clerk of the Cir-
cuit Court of Nansemond County this day
appeared in person before me, a Notary Pub-
lic in and for the County and State afore-
said and made oath that on the first day of
the County Court of said County at the
September term thereof in the year 1886, he
posted a copy of the foregoing order at the
door of the Courthouse of said County.

Given under my hand this 4th day of
October A.D. 1886.

E. E. Holland.
N.D.

Farmers Bank of
Hausemond etc.

vs. } In Chy.

Robt. R. Prentiss, Trustee
and others

Affidavit of Clerk
as to posting Order of
Publication at Court-
house door.

Virginia

In the Clerk's Office of the Circuit
Court for Hansemond County, the 11th
day of August, 1886 - In vacation
The Farmers Bank of Hansemond, which
sues for itself, and all other creditors of the
late firm of Duke & Smith, composed
of the late D. W. Duke and G. B. Smith,
who may come in and contribute to
the Costs of this suit. Plaintiff

Against } In Chancery
Robert R. Prentiss, Trustee, G. B. Smith,
in his own right and as surviving
partner of the late firm of Duke & Smith;
E. Wortley Duke, in her own right, and
as Executrix of D. W. Duke, deceased,
Wilburp. Kilby Trustee and Benjamin
L. Saunders, and all others interested, made
parties defendant, by the general description
of unknown parties. Defendants

The Objects of this suit are to secure
a true and accurate account of the
assets and liabilities of the late firm of
Duke & Smith, composed of the late D. W.
Duke and G. B. Smith:

The transactions of said G. B. Smith, as
surviving partner of said late firm
of Duke and Smith: The transactions
of Robert R. Prentiss, Trustee in a certain
 deed of assignment made by said
G. B. Smith as surviving partner
of said late firm of Duke & Smith

and Elworthy Duke, in her own right
and as Executrix of D. W. Duke, de-
ceased: To set aside said deed of
assignment, as fraudulent and void,
and to subject the copartnership as-
sets of the said late firm of Duke &
Smith to the payment of the Copart-
nership debts; and further to
obtain a true and accurate ac-
count of the individual assets
of D. W. Duke, deceased of all debts
due by him or his estate, with
their priorities, of the transactions
of Elworthy Duke, as Executrix of D. W.
Duke deceased, and to subject the
same to the payment of the debts,
so ascertained. &

And affidavit having been made
and filed that Benjamin L. Saunders
is a non-resident of this Common-
wealth, and that the names of the defen-
dants described above as unknown
parties, are unknown to the Plain-
tiff, it is ordered that said non-resi-
dent and unknown defendants, do
appear here within one month
after due publication of this order, and
do what may be necessary to protect
their interests in this suit; and
that a copy of this order be inserted
in the "Suffock Herald" a
newspaper published in the Town

of Suffolk, once a week, for four
successive weeks, and posted at
the front door of the Court House
of this County, on the first day of the
next term of the County Court
of said County.

Teste:

Peter B. Prentiss. Clerk

R. H. Rawles and
E. E. Holland. jg.

The Farmers Bank of
Nauset, which was
to be Or. Pub.

Robert R. Prentiss, Trustee
Lal:

~~~~~  
1886  
Aug. 11th: Awarded:

In the Clerk's Office of the Circuit Court of Hanover  
County, the 11th day of August, 1886

The Farmers Bank of Hanover, which  
sues for itself, and all other creditors of the  
late firm of Duke & Smith, composed of the  
late D. W. Duke and G. B. Smith, who may  
come in and contribute to the Costs of this  
suit

Plaintiff.

against E. In Chancery - Suit now pending in said Court  
Robert R. Proctor, Trustee, G. B. Smith, in his  
own right, and as surviving partner of the late  
firm of Duke & Smith; E. Wortley Duke, in  
his own right, and as Executor of D. W. Duke,  
deceased; Wilbur J. Kilby, Trustee, and  
Benjamin L. Saunders, and all others  
interested, made parties defendant, by the  
general description of unknown parties. Defendants.

We, Richard H. Rawles and E. E. Holland, attorneys for  
the Plaintiff, in the above Chancery suit, do swear, that  
to the best of our knowledge and belief, ~~the~~ Benjamin L.  
Saunders, a defendant in the said suit, and the names  
of the defendants, also, in said suit, and described as  
unknown parties, are non-residents of the State of  
Virginia.

Seen to and subscribed before (Signed)

me, in the Clerk's Office of  
the Circuit Court of Hanover  
County, Virginia, this 11th day of  
August, A.D. 1886

E. E. Holland  
R. H. Rawles

Peter B. Proctor's Clerk

The Farmers Bank in  
Hanscom, which saw the

to Affidavit

Robert R. Peates, trustee

of

1886  
Aug. 11th Made Order of  
OR. Pub. awarded

Suffolk, Va., Sept. 23 1886

Mr R. R. Proutis Trustee

To S. R. DUNN, Dr.

FIRE, MARINE, LIFE  ACCIDENT INSURANCE AGENT.

OFFICE: MAIN STREET.

| DATE.            |    |      | POLICY No. | COMPANY.       | ASSURED.                                  | AMOUNT. | PREMIUM. |
|------------------|----|------|------------|----------------|-------------------------------------------|---------|----------|
| Sept.            | 23 | 1886 | 8306 E.    | Monarch Ins Co | Duke & Smith Transferred to Ryland Brooks |         | 1 00     |
| "                | "  | "    | 10816      | Mobile Ins Co. | Do                                        |         | 1 00     |
| "                | "  | "    | 4436       | Mercantile " " | Do                                        |         | 1 00     |
| "                | "  | "    | 17346      | Citizens " "   | Do                                        |         | 1 00     |
| "                | "  | "    | 30604      | Alabama " "    | Do                                        |         | 1 00     |
| Received payment |    |      |            |                |                                           | \$5 00  |          |
| S. R. Dunn       |    |      |            |                |                                           |         |          |

✓

OFFICE OF THE TREASURER OF THE

\$ 3.45

County of *I of Wight*  
Nov 1886

Received of *R. R. Prentiss Trustee*

*Three* Dollars & *forty five* Cents,

on account of the redemption of *Luke & Smith* and returned delinquent for the non-payment of Taxes and County Levies by the Treasurer of *I of Wight*, for the year

*1885*

*112* Acres, as follows, to-wit:

|                                 |           |    |             |
|---------------------------------|-----------|----|-------------|
| State Tax,                      |           | \$ | <i>1.42</i> |
| County Levies for all purposes, | <i>35</i> |    | <i>171</i>  |
| Commissions,                    |           |    | <i>16</i>   |
| Expenses of Sale,               |           |    | <i>16</i>   |

Total,

*3.45*

*J. Jones*, Treasurer.

Duke & Smith  
#3. 45

1

Robert R. Prentiss, Trustee, for Duke & Smith's Creditors

1886

Aug 3<sup>rd</sup> To Peter B. Prentiss, Clerk of Hansemand County Court, Dr.  
Tax Recd; Recd of Trash from G B. Smith & D. W. Duke's { \$10.<sup>50</sup>  
Executed

Peter B. Prentiss Clerk.

for Duke & Smith

Creditors

\$10 <sup>50</sup>

1886

✓

[Receipt to be used under section 6 chapter 548, Acts 1883-4.]

OFFICE OF THE TREASURER OF THE

\$ 1.97.

County of *I of Hight*  
*Nova*, 1886

Received of *R. R. Prentiss Trustee*  
*one* Dollars & *ninety seven* Cents,

on account of the redemption of *Arket Smith* land returned delinquent for the non-payment  
of Taxes and County Levies by the Treasurer of *I of Hight*, for the year  
*1885*

*97* Acres, as follows, to-wit:

|                                 |           |    |           |
|---------------------------------|-----------|----|-----------|
| State Tax,                      |           | \$ | <i>81</i> |
| County Levies for all purposes, | <i>20</i> |    | <i>98</i> |
| Commissions,                    |           |    | <i>9</i>  |
| Expenses of Sale,               |           |    | <i>9</i>  |

Total,

*1.97*  
*J. Jones*, Treasurer.

Duke & Smith  
\$1.97

✓

Geo. B. Smith Surviving Partner  
 Duke & Smith  
 In account with Robert P. Smiths Trustee.

1886

|          |                                                                                                                                      |                   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Aug. 14  | By Cash of Ryland Brooks on account of sawmill, fixtures and other property sold to them by Geo. B. Smith. - 1 <sup>st</sup> payment | \$ 2272.94        |
| 27       | " Cash of R. J. Wiles account                                                                                                        | 2.                |
| Sept 20  | To Cash paid S. R. Dunn Agent for transferring 5 insurance policies                                                                  | \$ 5.             |
| 27       | By Cash of Ryland & Brooks on ac <sup>t</sup> sawmill &c 2 <sup>nd</sup> payment. -                                                  | 2272.94           |
| Octo. 19 | " " " Same 3 <sup>rd</sup> & last payment for same. -                                                                                | 2381.77           |
| "        | " " " Same for unexpired policies of insurance on saw-mill property sold to them. -                                                  | 150.              |
| Nov. 1   | To Cash paid taxes for 1885 on 112 acres of land in Sk of Wright Co.                                                                 | 3.45              |
| "        | " " " ditto 97 acres Same County.                                                                                                    | 1.97              |
| 4        | By Cash of Ryland & Brooks on account of lumber shipped to them by Geo. B. Smith                                                     | 707.11            |
| Dec. 2.  | " " of R. G. Dennis letter tables, mandrels two cross cut saws - second hand machinery sold to him.                                  | 150.              |
|          | Carried forward                                                                                                                      | \$10.42 \$7936.76 |

|              |                                                                        |                   |                   |
|--------------|------------------------------------------------------------------------|-------------------|-------------------|
| 1886         | Amounts brought forward                                                | \$ 10.42          | 7936.76           |
| Dec. 6       | By Cash of Ryland & Brooks for lumber shipped to them by Geo. B. Smith |                   | 994.70            |
| 7            | " " " Willis W. Savage - account                                       |                   | 35.58             |
| 9            | " " " J. P. Savage in part of account                                  |                   | 80.89             |
| 1887 Jan. 22 | " " " Same on a/c same.                                                |                   | 9.70              |
| 29           | " " " J. M. Holland (of A) - account.                                  |                   | 3.61              |
|              | To 5% commission on receipts                                           | 453.06            | 9061.24           |
|              | " Balance due by Trustee                                               | 8597.76           | 9061.24           |
|              |                                                                        | <u>\$ 9061.24</u> | <u>\$ 9061.24</u> |

The fund is deposited in the Farmers Bank of Newsemond bearing 4% interest

The Farmers Bank of Newsemond etc.  
 vs. } In Chy.  
 Rob. R. Prentiss, Trustee & others

---

Memo. of the transactions of Rob. R. Prentiss Trustee

Suffolk, Va., June 11<sup>th</sup> 1886

Mr G. B. Smith Sunbury

L. E. WHALEY,

W. H. RIDER.

Bought of WHALEY & RIDER,

Wholesale and Retail Dealers in

Terms 30 days

Hay, Grain, Flour, Mill Feed, &c.

100 Bu Corn

@ 60<sup>c</sup>

60 00

50 seamless bags

" 20<sup>c</sup>

10 00

+ 40 00

Please return bags as soon as possible & we will credit you with them.

LOW FREIGHTS--QUICK TRANSIT.

SUFFOLK, VA.,

June 11 1886

MR.

*J. B. Smith*

**TO W. B. FERGUSON, Dr.  
MERCHANDISE BROKER**

—IN—

**Meats, Flour, Fish, Hay, Grain, Butter, Cheese, &c.**

**ALL GOODS GUARANTEED OF QUALITY REPRESENTED.**

—Representing—

NEW YORK,  
PHILADELPHIA,  
BOSTON,  
CHICAGO,  
CINCINNATI.

*341 lbs Ott beans*

*6*

*2046*

*Cometted Beef*

*60*

14497 July 7

\*\$ 524 <sup>74</sup>/\*

Sunbury Nov 10<sup>th</sup> 1886.  
Fort months after date we

promise to pay to THE TANNER & DELANEY ENGINE COMPANY, or Order

Five hundred <sup>74</sup> And twenty four and <sup>74</sup> 100 DOLLARS.

Negotiable and Payable at Farmers Bank of Mansfield.  
without offset, for value received.

This Note having been given to the said TANNER AND DELANEY ENGINE COMPANY, as per contract, in part payment for

One Tramway Locomotive "Stortley" No 1 7x14 Cyl-  
inders - 3 ft Gang - 4-28" Driving Wheels Angel saddle Tank

it is hereby agreed that the ownership and title to the said Machinery remains in said TANNER AND DELANEY ENGINE COMPANY,  
until this Note is fully paid. Should this Note not be paid in full at maturity, the amount unpaid shall bear interest at  
per cent. per annum until paid, and counsel fees of ten per cent. on the amount due, if collected by attorney.

2742

Duke Smith

868

THE TANNER & DELANEY ENGINE CO.

By *Wm. E. Tanner* Presti.

*M. H. Jones*  
Cash'r or Order for Acct. of  
PEANUTS BAIT BANK,  
MONTICELLO, VA.

*Wm. E. Tanner* Cashier.

Basis of settlement with Ryland & Brooks made 19. Octo. 1886. -

|                       |                |
|-----------------------|----------------|
| Price of saw-mill &c  | \$14700.       |
| " " Indse &c (dry)    | 1023.95        |
| Timber options & land | <u>3133.79</u> |
|                       | 18857.74       |

|                                                                    |                 |
|--------------------------------------------------------------------|-----------------|
| 60 pct of \$17306. <sup>23</sup> Ryland & Brooks<br>debt taken off | <u>10383.73</u> |
|                                                                    | 8474.01         |

|                                                                                             |                |
|---------------------------------------------------------------------------------------------|----------------|
| Debts due Turner & Delaney Eng & Co<br>Billmeyer, Small & Co. assumed by<br>Ryland & Brooks | <u>1546.36</u> |
|                                                                                             | 6927.65        |

|                 |                |
|-----------------|----------------|
| Heretofore paid | <u>4545.88</u> |
|                 | 2381.77        |

|                                 |             |
|---------------------------------|-------------|
| Insurance policies sold to them | <u>150.</u> |
|                                 | 2531.77     |

|               |               |
|---------------|---------------|
| Paid me check | 2272.93       |
| Draft         | <u>258.84</u> |

|           |           |
|-----------|-----------|
| \$2531.77 | \$2531.77 |
|-----------|-----------|

Conveyance executed this 19. day of  
October 1886. -

Basis of sale of  
Mill property &c  
to Ryland & Brooks.

"A"

Assets

|    |                           |             |                |           |
|----|---------------------------|-------------|----------------|-----------|
| ✓  | 3 Boilers                 | first costs | 1,575.-        | 1,350     |
| ✓  | Saw Mill Engine           |             | 1,600.-        | 1,500     |
| ✓  | Mill                      |             | 1,200.         | 1,200     |
| ✓  | Steam Feed                |             | 450.-          | 450       |
| ✓  | Saw Gauge                 |             | 100.-          | 100       |
| ✓  | 36 in. Saws               |             | 330.           | 275       |
| ✓  | Grinding Machine          |             | 170.           | 170       |
| ✓  | Gew. Fixtures             |             | 100.-          | 75        |
| ✓  | Cost putting down Mill &c |             | 1,000.-        | 750       |
| ✓  | Log Cauter                |             | 100.-          | 100       |
| ✓  | Rail Road Ties Iron &c    |             | 2,500.-        | 2,300     |
| ✓  | Team Operate 2 horses     |             | 5,000.-        | 1,730     |
| ✓  | Carts & Wagons            |             | 800.-          | 650       |
| ✓  | <del>2 Horses</del>       |             | <del>250</del> |           |
| ✓  | Locomotive                |             | 2,800.         | 2,300     |
| ✓  | Land in Isle of Wight Co  |             | 2,000.-        |           |
| ✓  | Lumber on Yard            | Logs        | 3,500.-        | 1,500     |
| ✓  | Lumber                    |             | 300.-          |           |
| ✓  | Merchandise in Store      |             | 892.50         |           |
| ✓  | Buildings                 |             | 1,000.         | 750       |
| ✓  | Mill Site                 |             | 300.-          | 300       |
| ✓✓ | 4 Flat Cars               |             | 850.-          | 800       |
|    |                           |             |                | 23,317.50 |

June 19<sup>th</sup> 1886  
 Wm. J. Rogers, Baltimore, Md.

Duke & Smith

In account with

George B. Smith Surviving Partner

1886

|        |    |                                       |          |
|--------|----|---------------------------------------|----------|
| July 9 | By | Cash of C. Conard, Commission         |          |
|        |    | Merchant bal. due firm -              | ✓ 584.63 |
| 3      | "  | " " " J. W. F. Finner balance due     | ✓ 24.18  |
| 19     | "  | " " " Farmers Bank of Mendocino       | ✓ 19.18  |
| 12     | "  | " " " Ryland & Brooks Commission Mer- |          |
|        |    | chants to whom manufactured lumber    |          |
|        |    | was shipped on account of proceeds    |          |
|        |    | of sales of same.                     | ✓ 975.   |
| 16     | "  | " " " Same for same                   | ✓ 60. ✓  |
| 19     | "  | " " " Same on same account            | ✓ 20.46  |
| 29     | "  | " " " " " "                           | ✓ 300.   |
| Aug. 5 | "  | " " " " " "                           | ✓ 1000.  |
| 16     | "  | " " " " " "                           | ✓ 750.   |
| 24     | "  | " " " " " "                           | ✓ 366.30 |

DD

|        |    |                                                |                    |
|--------|----|------------------------------------------------|--------------------|
| July 9 | To | Cash <sup>paid</sup> Tamer & Delany Engine Co. |                    |
|        |    | note which constituted a lien                  |                    |
|        |    | on Engine.                                     | \$524.74 ✓         |
| "      | "  | Cash paid Billmeyer, Small & Co. note          |                    |
|        |    | which constituted a lien on the                |                    |
|        |    | cars.                                          | 57. - ✓            |
| 13     | "  | " " " V. Bracey for Tallow for use at mill     | 3.14 ✓             |
| 16     | "  | " " " S. D. Ballard for timber cut by Smith    | 6.70 ✓             |
|        |    | Amounts carried forward                        | \$591.58 \$4099.75 |

1881  
 July 19 Accounts brought forward \$591.58 \$4099.75  
 To Cash paid A. Herms for ~~rep~~  
 repairs to Circular Saw. 15.32 ✓  
 " " " " W.B. Ferguson for meet for  
 hands 20.46 ✓  
 " " " " S.R. Dunn Insurance on  
 Sawmill &c 300.- ✓  
 " " " " Whaley & Ryder for sup-  
 plies for teams. - 60.- ✓  
 8 " " " Gay Manufacturing Co. freight  
 brought on lumber shipped  
 by Smith 1026.- ✓  
 31 " " " B. W. Bruce for groceries  
 brought in order to furnish  
 hands at mill 530.12  
 " " " " V. Bracey for Tallow  
 used at mill 7.-  
 " " " " J.E. Small for Timber  
 cut by Smith 25.-  
 " " " " recording agreement with  
 Ryland Brooks, railroad  
 fare travelling expenses 15.-  
 Aug. 24 " " " for loading lumber on cars 19.-  
 " " " Duke & Smith's hands wages  
 due at date of Duke's death  
 which constituted lien on  
 the manufactured lumber. 364.84  
 " " " " Geo. B. Smith's hands

|    |                                                                                                                                              |                  |                  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------|
|    | at Sawmill for lumber manufactured<br>by the surviving partner                                                                               | 841.44           |                  |
| 28 | " " " C. L. Gardner for labor<br>at Saw-mill.                                                                                                | 164.32           |                  |
| "  | " " " Samuel O. Hughes for labor<br>and for money advanced<br>by him on account of freight<br>on lumber shipped by the<br>surviving partner. | 201.98           |                  |
|    | By Balance due the Surviving<br>partner                                                                                                      |                  | 82.31            |
|    |                                                                                                                                              | <u>\$4182.06</u> | <u>\$4182.06</u> |

The Surviving partner does not  
claim this balance. —

The Farmers Bank of  
Chausemon d etc.

vs. } In Chy.

Rob. R. Prentiss, Trustee  
and others

---

Memo. of the  
transactions of  
Geo. B. Smith, Sur-  
viving partner of  
Duke & Smith

Suffolk, Va., Aug 24<sup>th</sup> 1886

Mr D. W. Duke

TO D. C. HARRELL, Dr.

Manufacturer of Building Brick.

1881

|          |    |                                        |               |                |
|----------|----|----------------------------------------|---------------|----------------|
| Feb      | 2  | To cash loaned                         | \$200 00      |                |
| 1883 Jan | 6  | To 1000 Brick @ 8 <sup>12</sup>        | 8 50          |                |
| "        | 20 | To 2000 " @ 10 <sup>00</sup>           | 20 00         |                |
| Dec      | 13 | To 19550 Mer B @ 8 <sup>50</sup>       | 166 17        |                |
|          |    |                                        | <u>394 67</u> |                |
| 1883     |    |                                        |               |                |
| april    | 2  | credit by Land                         | 304 55        | 175 00         |
|          |    | 1100 lbs of Pork 8 <sup>00</sup> per m |               | 88 80          |
|          |    | 200 " Lard - 12 <sup>12</sup> ct       | 9 012         | 25 00          |
|          |    | 25 Ham 15-                             |               | 3 75-          |
| 1886     |    |                                        |               | 12 00          |
| * Jan    | 10 | 1000 ft Lumber                         |               | <u>304 55-</u> |

Virginia,  
Harrison County, Tenn.

Before me, E. E. Holland, a notary public in and for said County in  
said State this day personally appeared, D. C. Harrell, and made oath  
to the correctness of the within bill and that it has not been paid.  
Given under my hand the 24<sup>th</sup> day of Dec 1886

E. E. Holland Notary

A. N. Drake

De Motu

Suffolk, Va.,

June 24 1886

Mr. D. W. Duke

Bought  
of

James R. Baker,

DEALER IN DRY GOODS, NOTIONS, CLOTHING, SHOES, HATS,

Carpets, Matting, Oil Cloths, &c.

1886

May 8

amt of order (to Mr Briggs)

\$15.00

Mr. D. W. Duke

5-  
-----  
2-5-2  
2-5-5-

15-10  
J. R. Baker

( 763 )



Suffolk, Va., Nov 29 1886

M. D. W. Duke Esq



A. S. ELEY,

DEALER IN

DRUGS, PAINTS, OILS, WINDOW GLASS, PUTTY,

Varnishes, Dye Stuffs, Seeds, Fertilizers,

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

Terms: 1/8 8/8

|              |     |     |                                                   |                   |      |       |
|--------------|-----|-----|---------------------------------------------------|-------------------|------|-------|
| July         | 4   | 1   | But meat Juice                                    | Self              | 1 00 |       |
| "            | "   | 1   | Prescription                                      | "                 | 3 50 |       |
| "            | 6   | 1   | "                                                 | for Mrs D Ballard | 3 00 |       |
| "            | 7   | 1   | Syringe                                           | Dr 10             | 1 00 |       |
| "            | "   | 1   | Prescription for Mrs D                            | "                 | 50   |       |
| "            | "   | 1   | "                                                 | "                 | 1 00 |       |
| "            | "   | 1   | "                                                 | "                 | 2 50 |       |
| "            | 16  | 1   | Ice Bag                                           | Dr 16             | 2 50 |       |
| "            | "   | "   | work on Breeding                                  | "                 | 7 50 |       |
| "            | 18  | "   | But Bromo Chloralum Smith                         | "                 | 50   |       |
| "            | 23  | 1   | Landside 2 <sup>5</sup> Head Stall 2 <sup>0</sup> | "                 | 1 15 |       |
| Aug          | 16  | 5   | lbs Nails                                         | "                 | 2 50 |       |
| "            | 20  | "   | But Flowers Lint                                  | Self              | 50   |       |
| Sept         | 27  | 1   | Presc for Miss Parker                             | "                 | 2 50 |       |
| Oct          | 1   | 1   | Sett Buggy harness                                | "                 | 3 00 |       |
| "            | 8   | 5   | lbs 10 <sup>d</sup> Nails                         | "                 | 2 50 |       |
| Nov          | 7   | 1   | Dawn Locks                                        | "                 | 4 50 |       |
| "            | 14  | 1/2 | Interest in Out Cleaner                           | "                 | 1 00 |       |
| "            | "   | "   | wheat Fan                                         | "                 | 1 50 |       |
| "            | 21  | 1   | Saddle Strap                                      | "                 | 2 50 |       |
| Dec          | 22  | "   | Curry Comb 2 <sup>5</sup> Brush                   | "                 | 7 50 |       |
| '88          | Jan | 16  | 1 Saw Handle                                      | "                 | 2 00 |       |
| Amount found |     |     |                                                   |                   |      | 64 95 |

1882

|          |    |                            |             |       |
|----------|----|----------------------------|-------------|-------|
|          |    | To Amt paid                |             | 62 95 |
| Apr      | 3  | 25 Coyne Baga              | 12 1/2 Self | 2 13  |
|          | 20 | 2 traps on harness         |             | 88    |
|          | "  | 15 lbs # 8 Nails           |             | 23    |
|          | "  |                            |             | 90    |
| July     | 15 | 2 Boss Traps               |             | 300   |
|          | 31 | Ref on collar              |             | 10    |
| Aug      | 14 | 2 Presses                  | Dr E.       | 66    |
| Oct      | 5  | 1 Double harrow            |             | 900   |
|          | 28 | Freight on " to myrtle     |             | 20    |
| Nov      | 25 | 3 Boxes Chile Grease Self  |             | 25    |
|          | "  | 1 At vac Oil               |             | 30    |
|          | "  | 1 Collar                   |             | 150   |
| 1883     |    |                            |             |       |
| Jan      | 2  | 2 Dr Hames                 |             | 300   |
|          | "  | Bridle 12-5 1 ball on 2"   |             | 310   |
|          | "  | 1 Dr Rope Lines            |             | 35    |
|          | 5  | 2 Doors                    |             | 300   |
|          | "  | 3 Blinds 12 et 10x14       |             | 275   |
|          | "  | 1 " " 10x12                |             | 125   |
|          | 18 | Ref Harness                |             | 60    |
|          | "  | 5 Blinds 12 et 8x10        |             | 575   |
|          | "  | 1 " " 8 " 8x10             |             | 90    |
|          | "  | 2 Doors # 3 3-0x6-6        |             | 300   |
|          | "  | 2 Dr hinges & screws       |             | 30    |
|          | "  | 1 Knob Locks               |             | 40    |
|          | "  | Freight on above to myrtle |             | 50    |
| Dec      | 10 | Ref on Can Powder Self     |             | 05    |
|          | 25 | 1 Gal Linseed Oil          |             | 70    |
|          | "  | Lamp Black                 |             | 05    |
| Oct      | 1  | 25 lbs Lead Nixclut        |             | 175   |
|          | "  | 1 Gal Linseed Oil          |             | 75    |
| Amt paid |    |                            |             | 11533 |



Suffolk, Va., Nov 27 1886  
McDell Duke



A. S. ELEY,

DEALER IN

DRUGS, PAINTS, OILS, WINDOW GLASS, PUTTY,

Varnishes, Dye Stuffs, Seeds, Fertilizers,

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

Terms: 3

|     |    |                              |       |       |
|-----|----|------------------------------|-------|-------|
|     |    | To Amt found                 | 11533 |       |
| Oct | 2  | 1/2 Gal Lin Oil Painter      | 38    |       |
|     | 29 | 100 lbs Lewis Lead           | 700   |       |
|     | "  | 10 Gal Raw Oil               | 700   |       |
| Nov | 1  | Shellac & Brush              | 45    |       |
|     | "  | 2 all brushes                | 150   | 13166 |
|     | 27 | 100 lbs Lead                 | 700   |       |
|     | "  | 1/2 Pt Shellac               | 37    |       |
|     | 30 | 3 lbs Putty                  | 21    |       |
| Dec | 4  | 10 Gal Oil                   | 700   |       |
|     | "  | 100 lbs Lead                 | 700   |       |
|     | 5  | 4 1/2 " Putty                | 22    |       |
|     | 13 | 61 ft 1 1/2 in Moulding      | 73    |       |
|     | 15 | 5 lbs An Ochre               | 30    |       |
|     | "  | 4 " Ven Red                  | 25    |       |
|     | "  | 78 ft 2x1 1/4 Mould Channel  | 240   |       |
|     | "  | 20 " 1 1/2 "                 | 25    |       |
|     | 19 | 100 lbs Lead Painter         | 700   |       |
|     | "  | Sand Paper                   | 15    |       |
|     | "  | 1 Gal Dryer                  | 200   |       |
|     | "  | 1 " Turp 7 1/2 can 40 "      | 1.15  |       |
|     | "  | 76 ft 1 1/2 Moulding Channel | 100   | 3718  |
|     |    | amt found                    |       | 16884 |

|        |                           |       |
|--------|---------------------------|-------|
| 1883   | To Amt found              | 16884 |
| Dec 20 | 5 lbs y. Ochre Painter    | 30    |
| "      | 18 " Best Green "         | 450   |
| "      | 4 " Graining Color "      | 120   |
| "      | 2 " C yellow in Oil       | 60    |
| "      | 1/2 " B. Blue "           | 40    |
| "      | 1/2 " Edy's Black "       | 20    |
| 21     | Sand Paper                | 10    |
| 22     | 40 ft 1 1/2 in Moulding   | 50    |
| 24     | 1 lb Umber in Oil         | 30    |
| 26     | 20 ft 1 1/2 in Moulding   | 30    |
| 27     | 5 Gal Lin Oil Order       | 350   |
| 28     | 5 lbs Nails Channell      | 25    |
| 29     | 20 ft 1 1/2 Moulding "    | 30    |
| "      | 44 " " "                  | 60    |
| 1884   | 1 100 lbs Lead Painter    | 700   |
| Jan    | 1 Can Coach Van (1 Gal)   | 275   |
| "      | 1 L of Mahogany Doorstop  | 75    |
| "      | 1 Oz Hyd Chloral (Andrew) | 35    |
| "      | Bromide Potass "          | 25    |
| "      | Bot Cr 12 Mustard         | 50    |
| 7      | Medicines Dr Kilby        | 160   |
| 10     | 1 Doz 2 Gr Quin Pills "   | 40    |
| "      | Bot Laudanum "            | 10    |
| 11     | 1 Doz 2 Gr Quin Caps "    | 40    |
| "      | 1 Presc "                 | 25    |
| 15     | 1 Cotton Olaw Self        | 375   |
| "      | Grub Hoe "                | 100   |
| "      | 1 Pitch Fork "            | 100   |
| "      | 1 Drang Hoe "             | 60    |
|        | Amt found                 | 20259 |

TOBACCO AT WHOLESALE A SPECIALTY.



Suffolk, Va., Nov 29/1886

McDew & Duke



A. S. ELEY,

DEALER IN

DRUGS, PAINTS, OILS, WINDOW GLASS, PUTTY,

Varnishes, Dye Stuffs, Seeds, Fertilizers,

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

Terms:

|            |     |       |        |       |              |         |       |     |                   |
|------------|-----|-------|--------|-------|--------------|---------|-------|-----|-------------------|
| Jan        | 10  | 31    | ft     | 1 1/2 | Moulding     | Channel | 202   | 19  |                   |
|            | 16  | 1     | lb     | 4     | Finish Nails | "       | 10    |     |                   |
|            | 19  | 50    | "      |       | Lead         | Painter | 3     | 50  |                   |
|            | "   | 25    | "      |       | French Ochre | "       | 3     | 25  |                   |
|            | "   | 10    | Gals   |       | Ram Oil      | "       | 7     | 00  |                   |
| 22         | 3   |       | Bats   |       | Charcoal     | Order   | 7     | 5   | 217 <sup>59</sup> |
| Feb        | 8   | 5     | blinds | 12    | ex           | 9x14    | 1     | 50  |                   |
|            | "   | 3 1/2 | "      | 8     | "            | 8x10    | 90    |     |                   |
|            | "   | 2     | Doors  | #2    | N. S. 2      | 4x6     | 1     | 50  |                   |
|            | "   | 27    | lbs    |       | Nails        |         | 5     |     |                   |
|            | "   | 1     |        |       | Mask         |         |       | 10  |                   |
| 11         | 3   |       | Prs    |       | Hinges       | 12 1/2  |       | 38  |                   |
| "          | 3   |       | Dz     |       | Screws       |         |       | 15  |                   |
| 14         | 1/2 |       | Gal    |       | Coach body   | Van     |       | 175 |                   |
| "          | 1   |       | Pt     |       | Shellac      |         |       | 60  |                   |
| 15         |     |       | Putty  |       |              |         |       | 00  |                   |
| 18         | 50  | lbs   | Eng    |       | Lead         |         |       | 350 |                   |
| 22         | 25  | "     | Van    |       | Red          |         |       | 125 |                   |
| "          | 5   |       | Gals   |       | Lin Oil      |         |       | 350 |                   |
| 26         | 1   |       | Sett   |       | Blow harness |         |       | 300 |                   |
| "          | 1   |       | Shoe   |       | For to       |         |       | 70  |                   |
| Aunt Faw'd |     |       |        |       |              |         | 24937 |     |                   |

|        |                                           |     |       |
|--------|-------------------------------------------|-----|-------|
| 1884   | To front faw'd                            | 249 | 37    |
| Feb 26 | 6 lbs Casting                             |     | 30    |
| "      | 1 Glass 9 x 14                            |     | 10    |
| mch 11 | 2 doz Bros Brass hinges                   | 200 |       |
| "      | 9 lbs y. Ochre Painter                    | 54  |       |
| "      | 1 2t Japan                                | 50  |       |
| 17     | 1 Champion Plow                           | 400 |       |
| "      | 9 lbs Casting                             | 46  |       |
| Apr 10 | 2 Gale Lin Oil Painter                    | 140 |       |
| "      | 20 lbs Ven Red "                          | 100 |       |
| 12     | 16 " Casting                              | 80  |       |
| "      | 3 Gale Lin Oil Painter                    | 210 |       |
| 16     | 6 lbs Ven Red "                           | 26  |       |
| "      | 25 " Eng Lead "                           | 175 |       |
| "      | 1 Pt Japan Dryer "                        | 25  |       |
| "      | 5 lbs y. Ochre "                          | 30  |       |
| "      | 1 Gal Lin Oil "                           | 70  |       |
| May 16 | 1 " Coal Tan Order                        | 30  |       |
| "      | Can <sup>30</sup> Freight <sup>25</sup> " | 55  |       |
| 19     | 1/2 lb Melon seed seed                    | 63  |       |
| "      | Casting "                                 | 78  |       |
| 20     | Ref on harness "                          | 150 |       |
| 31     | 1/2 Doz Red horse Powder                  | 120 |       |
| "      | 1 Set # 68 Cult Points                    | 125 |       |
| "      | 2 lbs Paris Green                         | 50  |       |
| June 7 | 1 Stonewall Plow                          | 400 |       |
| July 1 | 5 Buck Horse                              | 150 |       |
| "      | 1 flat file                               | 25  |       |
| 5      | 20 lbs Grid Bone Henry Smith              | 50  |       |
| "      | Ref Saddle                                | 25  |       |
|        | front faw'd                               |     | 27913 |

TOBACCO AT WHOLESALE A SPECIALTY.



Suffolk, Va., Nov 29 1886

McD. W. Duke



A. S. ELEY,

DEALER IN

DRUGS, PAINTS, OILS, WINDOW GLASS, PUTTY,

Varnishes, Dye Stuffs, Seeds, Fertilizers,

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

Terms: 8 4

|      |    |                              |     |     |
|------|----|------------------------------|-----|-----|
|      |    | To Amt paid                  | 279 | 13  |
| July | 7  | 34 ft 1 1/2 Moulding         |     | 50  |
| "    | "  | 48 " Lin Crown               | 1   | 25  |
| "    | "  | 4 lbs 4 d Finish Nails       |     | 40  |
| "    | 8  | 1 Bn Hooks & eye hinges      |     | 30  |
| "    | "  | Lag Screws                   |     | 00  |
| "    | 9  | 2 Gall Oil Gaham             | 1   | 40  |
| "    | "  | 10 lbs An Ochre              |     | 50  |
| "    | 10 | 10 " Chlorine                |     | 150 |
| "    | 11 | 12 1/2 " Lead                |     | 100 |
| "    | "  | 1 Gal Oil                    |     | 70  |
| "    | 12 | 4 lbs Met Brown              |     | 20  |
| "    | "  | 1 " Ven red                  |     | 10  |
| "    | 21 | 1 1/2 Gts Lin Oil (Chlorine) |     | 20  |
| "    | "  | 2 Boxes Mustard              |     | 30  |
| "    | "  | Time Aconite                 |     | 10  |
| Aug  | 9  | Ref Bridle                   |     | 25  |
| "    | 13 | One 1 Gal Snuff Jar          |     | 25  |
| Sept | 8  | 1 Dress                      |     | 50  |
| "    | 13 | 1 Bridle self                |     | 100 |
| "    | 27 | 1 Dress for mule             |     | 50  |
| "    | "  | 1 Bn hinges                  |     | 25  |
|      |    | Amt paid                     |     | 290 |
|      |    |                              |     | 53  |

|              |     |            |                                                     |          |      |       |
|--------------|-----|------------|-----------------------------------------------------|----------|------|-------|
| 1884.        | To  | Chmt       | Lawd                                                | 290      | 53   |       |
| Oct 4        | 10  | lbs        | Nails                                               |          | 50   |       |
| Dec 15       |     | Presc      | for self                                            |          | 50   |       |
| Dec 23       | 4   | Locks      | 1 <sup>00</sup> 10 lbs Nails                        | 150      | 40   |       |
| Jan 20       | 3   | lbs        | 8d Finish Nails                                     |          | 18   |       |
| Feb 18       | 1   | Dz         | 2 Gr Quin Pills                                     |          | 35   |       |
| May 19       | 1   | Force Pump | self                                                | 150      | 00   |       |
| Aug 18       | 1   | Presc      |                                                     |          | 40   |       |
| Sept 29      |     | Crank Pin  | for Pump                                            | 120      |      |       |
| Oct 3        | 2   | Prescs     |                                                     |          | 75   |       |
| Feb 11       |     | Boal on    | Gargling Oil                                        |          | 50   |       |
| 23           | 1   | How        | Handle                                              |          | 20   |       |
| Mar 8        | 2   | Prescs     |                                                     |          | 75   |       |
| 11           | 10  | lbs        | Fertilizer <sup>Don't</sup> <sup>wily</sup> Holland |          | 25   |       |
| Apr 23       | 18  | "          |                                                     |          | 45   |       |
| 26           | One | 7 in       | Flower Pot <sup>Scot</sup>                          |          | 12   |       |
| "            | 2   | - 6        | " " "                                               |          | 20   | 31383 |
| Creditor     |     |            |                                                     |          |      |       |
| Nov 18       | By  | 6 1/2      | lbs Casting netl                                    |          | 32   |       |
| July 12      | By  | Cash       | A. A. Baker                                         | 260      |      |       |
| "            | By  |            | Graham                                              | 50       |      |       |
| Oct 4        | By  | 8 1/4      | lbs Ham 16 2/3                                      | 138      |      |       |
| 10           | "   | 26         | " " 18 3/4                                          | 487      | 1432 |       |
| State of Va. |     |            |                                                     | \$299 51 |      |       |

County of Hansemond:

This day A. S. Ely personally appeared before me Lee Britt  
a Notary Public, in & for County aforesaid, & made oath that the within a/c. was  
correct to the best of his knowledge & belief. Given under my hand this 7th day of  
Dec. A. D. 1886.

Lee Britt  
Notary Public

Lee Britt

SUFFOLK, VA., *Aug 24<sup>th</sup>* 1886

Mr W M Wicke

Bought of D. C. HARRELL & CO.

MANUFACTURERS OF BRICKS

1884

|          |    |                              |              |         |
|----------|----|------------------------------|--------------|---------|
| Aug      | 17 | To 5.00 31 Bricks \$10 per m | 5.00         |         |
|          | 28 | credit by cash               |              | \$5.00  |
| 1885 Jan | 10 | To 3450 31 Bricks 950        | 32 75        |         |
|          | 20 | credit by cash               |              | \$11.20 |
| Dec      | 24 | To 1375 Hard Bricks \$9.50   | 13.06        | \$16.20 |
|          |    | 2000 Salmon Bricks \$7.00    | 14.00        |         |
|          |    |                              | \$64.81      |         |
|          |    |                              | 16.20        |         |
|          |    |                              | <u>48.61</u> |         |

State of Virginia,  
County of Wandsworth to wit:

This day D. C. Harrell personally appeared before me and made oath that the above account is just and correct and due to D. C. Harrell & Co. — Given under my hand this 24<sup>th</sup> day of December 1886.

Robt. E. Prentiss  
County in Chancery —

Dr Duke

To

Dr Hancock

Suffolk, Va.,

188

Mr. D. W. Duke

## Bought of BRADSHAW, GUM & CO.

Manufacturers of and Dealers in

YELLOW PINE LUMBER, FLOORING, CEILING, BRACKETS,  
Mouldings, Stair Rails and Turned Work.

ESTIMATES GIVEN ON APPLICATION.

1886

|     |    |                                   |     |
|-----|----|-----------------------------------|-----|
| Feb | 20 | To Reppin & Dring Bred.           | .75 |
| "   | 23 | " 10 P. 1 x 2 - 16 ft 741 - 27 ft | .40 |
| "   | "  | " 1 " 1 1/2 x 4 - 16 " 88 - 6 ft  | .12 |
| "   | "  | " Dring 95 feet Bred.             | .24 |
| "   | "  | " Heavy 90 & four Mill            | .30 |
| "   | 24 | " " 1 Load Lumber                 | .20 |

2.01

J. W. Dula Est

1886  
March

David M. Duke  
To Samuel J. Lowther (Simsbury N.C.) D.

To Cash handed to you by Millis H. Savage  
for me, to be deposited by said Duke  
to credit of said Lowther in The  
Farmers Bank of Staunton. \$12.50

~~Which~~  
State of Virginia,  
County of Staunton to wit:

This day Samuel J. Lowther personally  
appeared before me and made oath  
that the above account against David  
M. Duke is just and correct and that  
no part of the same has been  
paid. —

Given under my hand this 23.  
day of December 1886.

Rob. R. Prentiss,  
Circuit in Chancery.

Sam<sup>t</sup> J. Lowther

Rob. R. Prentiss, Attorney for Lowther —

Suffolk, Va., July 7<sup>th</sup> 1886.

Mr. David W. Duke

Bought of Warden & Eley

Dealers in Dry Goods, Clothing, Boots, Shoes and Hats

1884- Terms:

Hardware a Specialty

|        |    |                       |                                 |         |
|--------|----|-----------------------|---------------------------------|---------|
| Nov.   | 8  | 1 Hat                 |                                 | 2 50    |
|        | 24 | 1 Brass Cock 38       | 1 Iron Cock 60                  | 98      |
|        | 25 | 1                     |                                 | 80      |
| Dec    | 6  | 1 "Auger" 50          | 1 Pat Auger Hole N              | 1 25    |
|        | 24 | 1 Pr Balancers        |                                 | 1 25    |
| 1885 - |    |                       |                                 | 2 50    |
| Jan'y. | 14 | 1 Keg 10d Nails       |                                 | 5 00    |
|        | 15 | 1 Pr Shoes            |                                 | 1 40    |
|        | 17 | 1000 8d Nails 4       | 4 Prs Hinges 20                 | 70      |
|        |    | 400 6d W. " 10        | 2 Doz. Bolts 15                 | 25      |
|        |    | 2 Hooks               |                                 | 1 15    |
|        | 20 | 1 Pr. Lock 75         | 2 HV Staples 20                 | 30      |
| Feby   | 16 | 1 Pr Hinges 25        | 1 Hook & Eye 5                  | 08      |
|        | 21 | 200 Nails             |                                 | 3 00    |
| March  | 2  | 1 Pr Undershirts      |                                 | 30      |
|        |    | 300 4d Nails 6        | 300 8d Nails 4                  | 15      |
|        |    | 100 6d fin. " 07      | 100 dif. in Nails 08            | 15      |
|        |    | 3 Screw Hooks         |                                 | 2 25    |
| May    | 8  | 1 Hat                 |                                 | 16      |
| July   | 21 | 400 8d Nails          |                                 | 5 40    |
|        | 23 | 1 Pump 350            | 15 1/6 ft Piper 12 1/2          | 50      |
|        |    | 1 Coupling            |                                 | 19      |
|        |    | 100 6d fin Nails 06   | 1 HV Staple 13                  | 15      |
|        |    | 1 Pr Strap Hinges 10  | 100 Screws 05                   | 2 50    |
| Oct    | 3  | 1 Hat                 |                                 | 3 25    |
| Dec.   | 11 | 1 Keg 10d Nails       |                                 | 24      |
|        | 21 | 400 6d fin            |                                 | 80      |
|        | 22 | 2000 6d               |                                 | 20      |
|        | 24 | 300 Nails             |                                 | 50      |
| 1886   |    |                       |                                 | 17      |
| Jan'y  | 4  | 1 Knot Lock           |                                 | 1 00    |
|        |    | 1 Pr Butts & Sc       |                                 | 1 35    |
|        | 6  | 4 Knot Locks          |                                 | 70      |
|        |    | 4 Prs Butts 15        | 6 Sets L & P Hinges & Sc 12 1/2 | 20      |
|        |    | 2 Gr. Screws 25       | 1 Gr. Screws 20                 | 20      |
|        | 7  | 300 8d Nails          |                                 | 20      |
|        | 9  | 500                   |                                 | 80      |
|        | 13 | 1400 10d " 4          | 600 12d Nails 4                 | 95      |
|        |    | 3 Prs Butts & Sc 15   | 2 Knot Locks 25                 | 25      |
|        |    | 500 6d Nails          |                                 | 36      |
| Feby   | 16 | 1 Pr Butts 16         | 2 Hooks 10                      | 25      |
|        | 18 | 500 20d Nails 3 1/2   | 200 10d Nails 3 1/2             | 07      |
|        |    | 200 20d               |                                 | 60      |
|        | 16 | 1000 8d               |                                 | 75      |
|        | 17 | 3 Gate Hinges         |                                 | 43      |
|        |    | 6 Bolts for 13        | 1 Sp. Bolt 30                   | 30      |
|        |    | 2 Gate Latches 10     | 1000 Screws 10                  | 40      |
|        |    | 200 6d Nails 4        | 800 10d Nails 4                 | 20      |
|        | 20 | 300 8d Nails          |                                 | 16      |
|        | 22 | 200 10d Nails 4       | 200 20d Nails 4                 | 20      |
|        |    | 200 4d " 5            | 1/2 doz Bolts 20                | 47      |
|        |    | 1 Gate Latch 15       | 800 8d Nails 4                  | 15      |
| Mar.   | 23 | 1 Pr Hinges 5         | Nails 5                         | 15      |
|        | 6  | 1 " L & P Hinges      |                                 | 48 01   |
| 1884   |    |                       |                                 | 60      |
| Nov.   | 25 | By 1 Iron Cock rec'd. |                                 | \$47 41 |

Virginia  
County of Nansemon No Wit.  
This day Sydney Britt a salesman of the firm of  
Warden & Eley personally appeared and made  
oath to the correctness of the foregoing account  
in my county aforesaid  
Given under my hand this 21st day of Sept  
1886.  
Leo Britt  
Notary Public

Stardun Bay  
D. W. Duke  
apca

~~\$~~47  $\frac{41}{100}$

Sole Agent for  
**WADSWORTH, MARTINEZ  
 & LONGMAN**  
**PURE PAINTS**  
 All Shades,  
 FOR IMMEDIATE USE.  
 SATISFACTION GUARANTEED



All claims for error or shortage must be made within five days after receipt of goods. After shipping goods and getting a receipt for them in good order, our responsibility ceases, and we can allow no claim for Breakage, Leakage or Damage.

*Suffolk, Va., June 12 1884*

*Estate of S. W. Syke decd*

**Bought of JOSEPH P. WEBB,**

Wholesale and Retail Dealer in

**Drugs, Paints, Oils, Varnishes, Glass, Building Materials,**

**TOBACCO, CIGARS, SNUFF, BOOKS & STATIONERY.**

Terms, Days.

Per Cent. Discount for Cash.

*1884* Interest charged after maturity.

|                 |                       |                                                                |                 |
|-----------------|-----------------------|----------------------------------------------------------------|-----------------|
| <i>Nov 1885</i> | <i>17</i>             | <i>1 Bu. Lawn Grass</i>                                        | <i>5 00</i>     |
| <i>1886</i>     | <i>21</i>             | <i>6 sets Blind Mingles Comp.</i>                              | <i>1 50</i>     |
| <i>Jan</i>      | <i>1</i>              | <i>1 Door 2.8X6.8 #3</i>                                       | <i>1 35</i>     |
|                 |                       | <i>Sif 3 Winds 10X 2.8<sup>l</sup> x 10X12-12<sup>30</sup></i> | <i>90</i>       |
|                 | <i>6</i>              | <i>3 Pr Blinds 10X12-12<sup>(125)</sup></i>                    | <i>3 75</i>     |
|                 | <i>2</i>              | <i>" " 10X16-12<sup>100</sup></i>                              | <i>3 00</i>     |
|                 | <i>1</i>              | <i>" " 10X16-8<sup>100</sup></i>                               | <i>1 50</i>     |
| <i>15</i>       | <i>1</i>              | <i>Door 2.8X6.8 #3 130</i>                                     | <i>1 30</i>     |
|                 | <i>1</i>              | <i>" 2.6X6.8 #3 130</i>                                        | <i>1 30</i>     |
| <i>20</i>       | <i>8<sup>th</sup></i> | <i>5/8X12 8<sup>l</sup> 90</i>                                 | <i>08 19 68</i> |

Not Responsible for Breakage

*Sworn to before me this 1. September 1886  
 by Joseph P. Webb.*

*Robt. N. P. Curtis  
 Commissioner in Chancery.*

Estate of S.W. Duke, decd  
\$1,968

Suffolk 25 1184

Mrs S. W. Duke &

1883

To H W Bradshaw

|      |    |    |                                         |       |       |
|------|----|----|-----------------------------------------|-------|-------|
| Nov  | 29 | To | S S. 110 feet - Slipping                |       | .44   |
| Dec  | 21 | "  | 3 Windsor Sash 12x24 4 L <sup>150</sup> |       | 4.50  |
| "    | 22 | "  | S S 35 feet - Boards                    |       | .09   |
| "    | "  | "  | S S 550 " W Boards                      |       | 1.37  |
| "    | "  | "  | 68 feet - S S Mantle Top                |       | 1.36  |
| "    | 28 | "  | 139 " hart - Boards 180                 |       | 2.50  |
| "    | "  | "  | S S Same                                |       | .35   |
| "    | "  | "  | Ripping Same                            |       | .15   |
| "    | 31 | "  | S S 160 feet - Boards                   |       | .64   |
| "    | "  | "  | 4 Mantle Brackets 4x6x3                 |       | .50   |
| 1884 |    |    |                                         |       | .80   |
| Aug  | 16 | "  | Noting 200 feet - Ceiling for Porch     |       | .80   |
| Feb  | 1  | "  | Putting up Stair Rail                   | 62.90 | 50.00 |
| June | 25 | "  | Noting 352 feet - flig hart             |       | 1.40  |
| "    | 28 | "  | " 200 " " Top                           |       | .80   |
| "    | "  | "  | Ripping Boards,                         |       | .30   |
| "    | "  | "  | Drumming 950 feet - Lattice             |       | 2.85  |
| "    | "  | "  | " 38 feet - Sur Ceing                   |       | .10   |
| "    | "  | "  | Scene over door                         |       | .40   |
| "    | "  | "  | Hauling 200 feet - flig                 |       | .15   |
| "    | "  | "  | 1 large scroll Bracket                  |       | 4.00  |
| July | 7  | "  | S S 68 feet - Boards,                   |       | .27   |
| "    | 8  | "  | 56 feet - Cur Boards,                   |       | .56   |
| "    | "  | "  | 33 " Ht fling 2 1/2                     |       | .82   |
| "    | "  | "  | Drumming 150 feet - Lattice             |       | .45   |
| "    | "  | "  | Hauling 1 load                          |       | .20   |
| 1885 |    |    |                                         |       |       |
| Aug  | 14 | "  | 6 P. 1 1/2 x 4 - 16 ft - Ht - S S 96 ft |       | 2.11  |
| "    | "  | "  | S S 4 P. 1 x 4 1/2 - 16 ft              |       | .10   |
| "    | "  | "  | S S 1200 feet - W Boards,               |       | 3.00  |
| "    | "  | "  | Hauling same                            |       | .75   |
| "    | 19 | "  | 58 feet - sand Barge <sup>7</sup>       |       | 4.06  |
| "    | "  | "  | 60 " Ht - fling                         |       | 1.50  |

86.52

|                  |    |                          |             |
|------------------|----|--------------------------|-------------|
| Out Bot- forward |    |                          | 86 52       |
| 1885             |    |                          |             |
| march            | 2  | to Riffy Latten          | 1.00        |
| "                | "  | " Dring 360 feet- Latten | 1.08        |
| "                | "  | " SS 1 P. 2x10-16 ft-    | .10         |
| "                | "  | " Haulj same             | .20         |
| "                | 4  | " Dring 45 Pies Latten   | 1.00        |
| "                | "  | " Riffy + Haulj same     | .40         |
| July             | 15 | " 1 Circle for Well.     | .75         |
| "                | 21 | " 100 feet HI-fly        | 2.50        |
| "                | "  | " Riffy + Dring scanty   | 1.00        |
|                  |    |                          | <u>4.65</u> |

by a de... 1885 3445  
 03 + ... - 11 201  
 9646

---

D. W. Duke

1885-

To PETER B. PRENTIS, Clerk of Nansemond County Court, Dr.

Decr: 31. Pay Recd: Deed from John B. Pinner . . . . . \$1.75-

Peter B. Prentis Clerk.

---

D. W. Duke

~~\$1.75~~

1885

---

David W. Duke

1882

To PETER B. PRENTIS, Clerk of Nansemond County Court, Dr.

May 31.

Jay headg: Wood from Wilbur J. Kilby, Trustee . . . \$2.<sup>25</sup>

Peter, B. Prentis, Clerk.

---

D. W. Duke

Apr. 25 -

1882

David W. Dake

1878

To PETER B. PRENTIS, Clerk of Nansemond County - Court, Dr.

July: 28. writing, Jax hand: Release of a Lien from Geo: H. Pinner . . \$4 <sup>75</sup>

Peter B. Prentis, Clerk

David W. Oake

475

1878

W. W. Duke

1877

To PETER B. PRENTIS, Clerk of Nansemond County Court, Dr.

|         |                                          |        |
|---------|------------------------------------------|--------|
| Jan: 9. | Recd: Deed Tax from A. H. Ashburn & wife | \$2.25 |
| " 13.   | Do. Do. Do " R. E. Outland & wife        | 2.25   |

\$4.50

Peter B. Prentis. Clerk

D. W. Drake

1845

D. W. Duke

1877

Octo: 4.

To PETER B. PRENTIS, Clerk of Nansemond County Court, Dr.

Recording deed of Release, from Wallace Kilby,  
Trustee for Jas: R. Kilby . . . . . } \$1.25-

State Tax advanced on same by Clerk . . . . . 1.00  
\$2.25-

Peter B. Prentis. Clerk

W. W. Locke

~~50~~ \$2.25-

RECEIVED FROM THE

CONF. 10

Aug- 2<sup>nd</sup> 1886  
D. W. Duke - Lv -

|                                   |                 |
|-----------------------------------|-----------------|
| 1885 - Mrs. E. W. Duke Dr.        |                 |
| May 20. Lv. Cash borrowed         | 1000.00         |
| " 24. Pay D. F. Donovan bill of   |                 |
| furniture paid by you -           | 218.25 -        |
| " " Pay H. R. Anderson the bill - | 18.00           |
|                                   | <hr/>           |
|                                   | 233.25 - 233.25 |

\$766.75  
Sworn to before me by Edith W. Duke this  
2<sup>nd</sup> day of August 1886.

Robt. P. Prentiss,  
Commr. in Chancery

State of Virginia,

County of Hanover, to wit:

This day I, Edwin L. Gardner personally  
appeared before me and made oath  
to the statement that W. W. Duke  
told him <sup>some months prior to the time of his death</sup> that he (W. W. Duke) had borrowed  
from Mrs. E. W. Duke, the wife of the said  
W. W. Duke, one thousand dollars.  
Given under my hand this 23<sup>rd</sup>  
day of March 1887.

Lee Smith  
Notary Public  
for Hanover Co. Va.

Hanover Co to wit:

This day A. L. Helms, personally  
came before me and made oath that D. W. Duke, some  
time before his death told him he had borrowed from  
his wife, E. W. Duke, out of her separate Estate the sum  
of one thousand dollars.

Given under my hand this 29<sup>th</sup> day of March 1887  
Geo. H. Wright N. P.

E 11 Burke

766.75-

SUFFOLK, VA., Oct 27 1886

Mr D W Duke -

**Bought of RIDDICK & BAKER,**  
**Dealers in Stoves, Tinware, Crockery and Housefurnishing Goods.**  
**Roofing, Guttering and Repairing Done Promptly.**

1885

|                   |    |                                                                        |                        |
|-------------------|----|------------------------------------------------------------------------|------------------------|
| Dec               | 18 | To Repairs on Roof stopping leaks - $\frac{1}{2}$ days work & material | 2.75                   |
| " <sup>86</sup>   | 21 | " 1 Ventilator put on on fair ground -                                 | 1.00                   |
| Jan <sup>86</sup> | 2  | " Painting roof on " " "                                               | 2.50                   |
|                   |    |                                                                        | 6.25                   |
| Jan <sup>86</sup> | 7  | By 115 feet flooring <sup>or</sup> -                                   | 2.30                   |
|                   |    |                                                                        | <u>bal due \$ 3.95</u> |

Middlech-  
+ Mahe

3,95-

Suffolk, Va.,

188

Mr. D. H. Duke

Bought of **DAUGHTREY & HINES,**

—DEALERS IN—

FINE FAMILY GROCERIES, WINES &c.

1886

Apr 19 39 lbs Beef

1/

\$6.50

transferred to us

Public

~~the~~ of said Co. & made oath that the above debt of six dollars & fifty cts was correct given under my hand this 6th day May 1887

John S. Pinnet N.P.

Old Duke  
#650

Suffolk, Va., July 3 1886

Mr D W Duke

TERMS:

Transient Advertisements and  
Subscriptions, Payable in  
Advance.

Annual Advertisers are Re-  
quired to Settle Quar-  
terly.

Job Work Cash on Delivery.

To Suffolk Herald, Dr.

Fine Job Work a Specialty

1886  
Jan 1 To Subscription to Herald  
from Jan 1-86 to Jan 1 87 \$ 1.50  
~~Jan 1 87 To 200 Funeral Notices~~ ~~2.00~~  
~~1.50~~  
1.50

Quiffall 15.

2:50

Suffolk, Va., Aug. 2<sup>nd</sup> 1886  
 Mo. D. L. Duke's Estate



**BALLARD & SMITH,**

DEALERS IN

**DRY GOODS, NOTIONS, SHOES, HATS & GENERAL MERCHANDISE.**

All Bills Must be Settled in Sixty Days.

FINE SHOES A SPECIALTY

1886

|      |   |                             |        |             |
|------|---|-----------------------------|--------|-------------|
| May  | 7 | Am't. furnished Robt. Brown | 5.11   |             |
| June | 8 | 15-prs Belt. Gloves         | 12 1/2 | 1.88        |
| "    | " | 3 Rolls crape               | 6      | 1.80        |
|      |   |                             |        | <u>8.68</u> |

B. S.

8.68

Suffolk, Va., Aug 7<sup>th</sup> 1884

Mr. D. W. Duke

Bought of **THE GAY MANUFACTURING CO.**

—Manufacturers of—

**Rough and Dressed Lumber.**

|        |                       |                    |    |         |
|--------|-----------------------|--------------------|----|---------|
| May 20 | 700 ft Shingles Board | \$10 <sup>00</sup> | 7  |         |
| Dec 28 | 2 Crosswood           | 2 <sup>50</sup>    | 15 |         |
|        |                       |                    |    | \$12.00 |

Gay M. Co -  
1200

The Farmers Bank of  
Hausemond etc.

vs. } In Chy.

Rob. R. Prentiss, Trustee  
& al.

---

Memo. of  
claims against  
David W. Duke

1886

Dec. 28

Acco. of sales of J. W.  
Duke's Chattel estate  
Cash of Jesse King for 1/2 of  
Chattel estate owned John  
I Duke jointly sold at  
public auction on 28 Dec.  
By ~~not~~ Cash of Jesse King  
being 1/2 of net profits of  
farming operation in 1886  
of King & Duke

\$511 00

43 62

15 67  
570 29

|                                 |                               |       |    |   |
|---------------------------------|-------------------------------|-------|----|---|
| E. Worley Duke                  |                               |       |    |   |
| 5 per cent on                   | \$ 570.29                     | \$ 28 | 57 | ✓ |
| Paid R. H. Bunkley              | over                          | 5     | 00 | ✓ |
| Richd. A. Pull app              |                               | 1     | 00 | ✓ |
| Sol. J. Saunders                |                               | 1     | 00 | ✓ |
| A. <del>B. H.</del> B. Harrison |                               | 1     | 00 | ✓ |
| J. E. Brooker                   | franchise <sup>fee</sup> paid | 4     | 50 | ✓ |

Am't of Life Insurance Collected for  
the benefit of S. W. Baker Est.

1886

|      |   |                         |                  |                  |
|------|---|-------------------------|------------------|------------------|
| Nov. | 2 | L. Cash                 | 6001.90          |                  |
| "    | " | " Commissions on Same - | 300 09           |                  |
|      |   |                         | <u>\$5761.81</u> | <u>\$5761.81</u> |

Am'ts. Paid out against  
the Est -

|      |   |                               |                  |   |
|------|---|-------------------------------|------------------|---|
| Nov. | 2 | R. W. Baker & Bro.            | 183.00           | ✓ |
| "    | " | H. R. Cullley                 | 25.70            | ✓ |
| "    | " | R. R. Smith Taxes. 1885.      | 36.50            | ✓ |
| "    | " | H. E. " " "                   | 36.24            | ✓ |
| "    | " | M. F. Lloyd Assessment.       | 3.75             | ✓ |
| "    | " | L. G. & C. C. C. C.           | 72.50            | ✓ |
| "    | " | Jones & Joyner                | 2.20             | ✓ |
| "    | " | Robert Arnold                 | 1.60             | ✓ |
| "    | " | R. R. Prentiss. Law. Services | 35.00            | ✓ |
| "    | " | Peter B. Prentiss Clerk       | 24.92            | ✓ |
| "    | " | H. E. Smith Taxes 1886        | 16.36            | ✓ |
| "    | " | C. W. Wright - " "            | 76               | ✓ |
| "    | " | B. L. Saunders (Paid m't)     | 2182.67          | ✓ |
|      |   |                               | <u>\$2622.20</u> |   |
|      |   |                               | <u>\$3076.61</u> |   |

|                     |                   |                |
|---------------------|-------------------|----------------|
| Cont Prot on        | \$3079.61         | 3076.61        |
| H. W. Bradshaw.     | ✓ 84.65           | ✓              |
| Gay Man. Company    | ✓ 12.00           | ✓              |
| Ballard & Smith     | ✓ 8.68            | ✓              |
| J. P. Webb          | ✓ 19.68           | ✓              |
| J. R. Baker         | ✓ 15.00           | ✓              |
| Sniffen & Herald.   | ✓ <del>2.50</del> | ✓ 1.50         |
| Bradshaw. Gun & Co. | ✓ 2.01            | ✓              |
| E. Worthy Duke      | ✓ 76.675          | ✓              |
| Darden & Eery       | ✓ 47.41           | ✓              |
| Riddick & Mahan     | ✓ 3.85            | ✓              |
| A. S. Eery          | ✓ 299.51          | ✓              |
| D. C. Hamel         | ✓ 90.12           | ✓              |
| D. C. " " Thos.     | ✓ 48.61           | ✓              |
| Saughtey & Hines    | ✓ 6.50            | ✓              |
|                     | <u>\$1417.37</u>  | <u>1417.37</u> |

|               |         |            |
|---------------|---------|------------|
| Am. J. Towler | ✓ 12.50 | \$16.62.24 |
|---------------|---------|------------|

See judgt of Court,  
Bank vs. Adams &  
Duke since \$300.

See debt of A. G. Adams  
to Reuben Brown of \$1000  
reduced to \$700 or \$800  
for which Duke alone &  
Jas G. Adams & J. J. Darden  
are security - might brought  
suit on it sec if paid

Estate of J. W. Duke  
with E. W. D. Duke

|          |                                                                                   |         |               |  |
|----------|-----------------------------------------------------------------------------------|---------|---------------|--|
| 1886     |                                                                                   |         |               |  |
| Sept 11  | By Cash of Knights of<br>Honor insurance \$2000.<br>less exchange <u>2</u>        | ✓       | 1998 00       |  |
| Oct 14   | By Cash of Valley Mutual<br>Insurance Co.                                         | ✓       | 300390        |  |
| Nov 2    | By Cash of Etna of<br>the York                                                    | ✓       | 1000 00       |  |
|          |                                                                                   |         | <u>600190</u> |  |
| Sept 18  | To paid R. W. Baker for rent                                                      | 183 00  | ✓             |  |
| 21       | " " H. R. Gully                                                                   | 25 70   | ✓             |  |
| Aug 5    | " " R. R. Smith Taxes 1884 & 1885                                                 | 36 50   | ✓             |  |
|          | " " H. E. Smith 1885                                                              | 56 24   | ✓             |  |
| Aug 2    | " " M. J. Lloyd & Son for<br>of Knights of Honor 3 Assen<br>in Insurance per rent | 3 75    | ✓             |  |
| July 12  | " " Julia & Charles bill for 2<br>suits of clothes, per rent                      | 73 50   | ✓             |  |
| Sept, 20 | " " Jones & Cooper for slippers &<br>clothes for burial per rent                  | 2 20    | ✓             |  |
| 21       | " " R. Arnold bill for horse<br>to carry chairs per rent                          | 1 60    | ✓             |  |
| Nov. 2   | " " R. R. Prentiss for services<br>rendered & advice given<br>Ex per rent         | 35 00   | ✓             |  |
|          | " " P. B. Prentiss Clerical fees "                                                | 24 92   | ✓             |  |
|          | " " H. E. Smith Taxes 1886 "                                                      | 16 36   | ✓             |  |
| Nov 30   | " " C. W. Wright Tax tax "                                                        | 78      | ✓             |  |
| Dec. 3   | " " B. L. Sanders Bond \$2000.<br>Interest on same <u>18267</u>                   | 2182 67 | ✓             |  |

The Farmers Bank of  
Hausemond etc.

vs. } In Chy.

Rob. R. Prentiss, Trustee  
& others

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Memo. of  
Transactions of E.  
Wortley Duke, Execu-  
trix of D. W. Duke,

May 24<sup>th</sup> /86  
Chas. D. W. Duke

Dear Sir  
you greatly disappointed  
me by not coming to  
my place on last  
Thursday according  
to promise write me  
when you will come  
please send me (\$10.<sup>00</sup>) Ten dol-  
lars by my son Rich?

I Obley  
yours &c

XX S. C. Bradley

May 24

Pr  
ff to VC

Meysers Duke & Smith  
Please let James  
Pritchard have five dollars  
& charge to my Timber acct,

Decr 19<sup>th</sup>/<sub>11</sub>/85-

S. D. Ballard

James E. Ritchie

No. 82 Hacey Grove Township, Gates Co.,

Jan 29<sup>th</sup> 1886

Received of Stephen D Ballance  
his Taxes for 1885, as follows:

For State Tax, - - -

\$ 10.35

" County Tax, - - -

6.85

" Poll Tax, - - -

\$ 17.21

D. E. Riddick

Sheriff

\$ 17.21

Per J. W. Riddick D. S.

Jan. 29/86

Mr. B. M. Duke

Please

Pay to Thos. Riddick  
\$17.00 + twenty one

cts for me (it being  
the amount of taxes  
taken out for same

years &c  
S. D. W. allard

March 3<sup>rd</sup>/88

Wm D. H. Duke

Dear Sir

Please send me (\$15<sup>00</sup>)  
fifteen dollars by  
my son Richard. I  
have been looking  
for you to come to  
my place this week  
according to promise  
send me word when  
you can come so I  
may be at home

Yours Truly

S. D. Ballard

Ch. B.

Please send me  
money if you possibly  
can

S. B. Ballard

Allen B. Ballard

J. J. Brinkley  
Due bill balance on Settlement  
\$25.07

Due on Timber  
Stephen D. Ballard \$300.83  
E. Williams for rep. Edward Briggs 254.52  
Edward Parker decd. say 140.  
695.45  
James N. Rea 86.07

Elisha Butler \$122.45

D. W. DUKE.

GEO. B. SMITH.

Office of DUKE & SMITH,

—MANUFACTURERS OF—

—Best \* Yellow \* Pine \* Lumber—

—BILLS CUT TO ORDER, AND SATISFACTION GUARANTEED—

Sunbury, N. C. Dec 19 1885

Recd of Duke Smith one hundred  
Dollars by check on the Farmers Bank of  
Ransemund Co in part payment of  
one lot of Lumber ordered by County  
of Yates Co N.C. The said as goods  
this Cash shall make the contract full  
force as witness my hand Dec 19<sup>th</sup> 1885  
Witness of J. Dec 1885. S. D. Ballantyne  
W. J. W. Pearce

S. J. Ballard

repi.  
f100

Mar. 24<sup>th</sup> / 86

Mr. D. W. Duke  
please pay to Mr  
Leroy Jones eight  
dollars for me and  
it will be good in  
our settlement

S. D. Ballard

S D Mallett  
Cyprus Waterbury  
Lms  
7800

\$ 70 / 100

Messrs Duke & Smith will please pay to James  
B. Jones on demand the sum of eight dollars and seventy  
Cents and charge my acct and this order will be good  
in our settlement. This the 24<sup>th</sup> March 1886

Witness

Martin Kilgiff }

S. D. Ballard

Messrs

March 24

Apr 17/86

Mr W. D. Duke & Smith

Please pay  
to James W. Hill (\$20)  
dollars for me & it  
will be good in our  
settlement

Yours &c  
S. D. Bullen

Witness

Martin Kellogg

J. S. Balland?

order Rf W

kill

march 24/86

"

Buckhorn, Va. Apl. 27 1886.

M. J. D. Ballard

**Bought of DUKE & SMITH,**

—Manufacturers of—

**Pure Virginia Yellow Pine Lumber,**

**LATHS AND TRUCK BOXES.**

1885

|         |                         |          |
|---------|-------------------------|----------|
| Sept 24 | To. Cash. pd. on Timber | 50 00    |
| Oct 21  | " " "                   | 20 00    |
| Nov 2   | " " "                   | 5 00     |
| Dec 19  | " Checks                | 100 00   |
|         | " Cash                  | 13 00    |
| 1886    | " Prichard              | 5 00     |
| Nov 22  | " Check                 | 25 00    |
|         |                         | 2 00     |
| Dec 29  | " order J. W. Riddick   | 17 21    |
| Feb 19  | " Cash                  | 25 00    |
|         | " Draft                 | 150 00   |
| Mar 3   | "                       | 1 00     |
|         | " order to son          | 15 00    |
|         | "                       | 2 00     |
|         | " " J. W. Keill         | 20 00    |
|         | " " J. B. Jones         | 8 70     |
|         | " " I. Jones            | 8 00     |
| Apr 2   | " Cash                  | 25 00    |
|         | " ord. W. B. McDonald   | 5 00     |
|         | " Cash                  | 10 00    |
|         | "                       | 17 50    |
|         | "                       | 12 00    |
|         | " order L. L. Smith     | 10 00    |
|         | " Cash different times  | 47 50    |
|         |                         | \$490 41 |
| May 6   | " Cash                  | 6 00     |
| 18      | "                       | 4 75     |
| 24      | "                       | 5 00     |
|         | " Horse acct to June 15 | 55 96    |
|         |                         | 558 92   |
| July 20 | "                       | 8 55     |
|         | " Paid S. L. Sasser     | 6 70     |
|         |                         | \$574 17 |

S. D. Ballard

Factorial on the  
Lumber class

Post. of

J. J. Brinkley 2507

D. W. DUKE.

GEO. B. SMITH.

Office of **DUKE & SMITH,**

—MANUFACTURERS OF—

—**Best \* Yellow \* Pine \* Lumber**—

—BILLS CUT TO ORDER, AND SATISFACTION GUARANTEED—

*Sunbury, N. C.*

*188*

*Rec<sup>d</sup> of Duke & Smith Thirteen  
Dollars at Different Times on  
Lumber Standing. Decr. 18<sup>th</sup> / 88*

*S. D. Ballard*

S. J. Ballou

See if this  
is not a  
prior lien as  
it was obtained  
in life time of  
D. W. Duke  
Satisfies  
D. W. Duke  
paid 8  
Helms

272.25  
257.15  
152.15  
681.55

(2 lien)

These notes have been paid by  
Helms and are to be reported in  
his favor against Duke & Smith

Comd. Bank vs. L. Helms  
J. D. W. Duke Jt. May 1886  
Southamp Co. docketed 25 May 1886  
for \$681.<sup>55</sup> int. from 29 July  
1885 costs 9.81

Duke & Smith  
undersers on  
\$322.25 not  
paid vs.  
Smith, Helms  
got note for  
\$322.25 endorsed  
for Shepherd's account  
D. W. Duke as surety

Same vs. John M. Shepherd <sup>maker alone</sup>  
Jt. for \$498.<sup>40</sup> int. on \$322.<sup>25</sup>  
from 15 Aug 1885 on \$60. from 20  
Sept. 1885 for \$26.<sup>15</sup> from 26 Sept  
1885 till paid costs \$6.<sup>25</sup>  
obtained 22 Apr 1886 & docketed  
22 Apr 1886 (Paid 5 Mar. 1886 by  
Shepherd \$26.<sup>85</sup>)

1st lien on  
land,  
Indiana  
lien on  
land

Same vs. R. E. Egan H. R. Cully  
J. D. W. Duke Jt. Apr 1886  
& docketed 17 Apr 1886 for  
\$377.<sup>25</sup> int. from 19 Aug 1885  
\$8.<sup>80</sup> costs

due by  
A. L. Helms  
(See life  
deposition)  
and D. W.  
Duke in-  
dividually

Comd. Bank vs. Geo. B. Smith  
surr. partner & D. W. Duke & A.  
L. Helms Jt. 16 Oct 1886  
& docketed 26 Oct 1886 for  
\$216 int. from 17 Sept. 1885  
\$2.15 protest fees & costs \$5.<sup>20</sup>

Same vs. Smith sur. par. ~~D. W.~~  
~~Duke~~ & D. C. Harcey  
Jt. 16 Oct 1886 & docketed  
26 Oct 1886 for \$125 & \$2.15

printed. int for 14 Sept 1885 ~~1887~~  
\$8.10 costs

✓ Same as Smith <sup>sur part</sup> D. C. / Harney  
Jas. M. Butler Walter W Ballard  
J Otis S Smith J A. G. Helms  
Judgt 16 Oct 1886 J docketed 26  
Oct 1886 for \$4.80, J \$2.50 +  
int. for 25 Apr. 1885. J costs  
\$11.60

✓ Same as Smith sur part J M W.  
Ballard J Otis S. Smith Judgt 16  
Oct 1886 J docketed 26 Oct 1886  
for \$672 J \$2.26 J int. for 14  
Sept 1885 J \$8.30 costs

✓ James Bank as G. B. Smith  
sur part, H W. Bradshaw J  
W. W Ballard J Otis S Smith  
Judgt 16 Oct 1886 J docketed 26  
Oct 1886 for \$350 J \$2.14 J  
int. for 13 July 1886 J costs  
\$9.40

✓ Same as Smith sur part. J J. C.  
Harney Judgt 16 Oct 1886 J docketed  
\$26 Oct 1886 for \$22.00 J \$2.02 J  
int. for 24 July 1886 J \$8.20  
costs

Endorsed  
for Shepherd's  
accomplish-  
ment by Duke  
I Smith & due  
to D. W. Duke  
as security for  
Shepherd

J. Bank m. / W. Shepherd <sup>maker, J. B. Smith</sup> ~~15.1~~  
11/26 Oct 1886 for \$605. & \$202  
I mit. for 5th July 1886 & cmts  
\$8.20

✓ Same m. G. B. Smith for bond.  
W. R. Smith & C. Harner, W.  
W. Baccane & Otis J. Smith  
16 Oct 1886 docketed 26 Oct 1886  
draft for \$430. & \$2.25 I mit  
from 24 June 1886 & \$10. cmts

✓ Same m. Smith infant  
I J. C. Harner draft 16 Oct  
1886 & docketed 26 Oct 1886 for  
\$400 & \$2. mit. for 19 June 1886  
I \$8.20 cmts

✓ Same m. A. G. Letcher draft.  
1 July 1887 & docketed 8  
July 1887 for \$2650.00 & \$4.04  
mit. for on \$2500 from 5 July  
1886. I \$150 for 17 June 1886 &  
cmts \$8.55

above \$2500, <sup>due to Bank</sup> note, is to be reported to  
D. W. Duke individually as security for  
A. G. Letcher.

✓ The \$150. note \$175 one <sup>due to Bank</sup> & \$200 are to be  
reported to Duke & Smith

Com. Bank

R. Kitchen; R. E. Kelms  
A. A. Kelms 1886

docket 17 Apr. 1886 for \$114<sup>75</sup>

paid from 2 July 1885 \$9.20

costs

Memo. of  
Rains

Duckburg W. Va. June 24<sup>th</sup> 1886

Mrs. Elisha Butler

Bought of DUKE & SMITH,

MANUFACTURERS OF

1884 Pure Virginia Yellow Pine Lumber.

|                                          |                                           |           |
|------------------------------------------|-------------------------------------------|-----------|
| Dec. 11 <sup>th</sup>                    | By, 146,931 ft. Timber of 1 <sup>st</sup> | \$ 146.93 |
| " 15 <sup>th</sup>                       | Nov. 96 ft. Cull lumber                   | \$ 1.48   |
| 1885 <sup>th</sup> Apr. 26 <sup>th</sup> | " One lot Cull lumber                     | 4.00      |
|                                          | " Cash per Duke                           | 20.00     |
|                                          |                                           | <hr/>     |
|                                          |                                           | \$ 24.48  |
|                                          | Due to Elisha Butler                      | <hr/>     |
|                                          |                                           | 24.48     |
|                                          |                                           | \$ 122.45 |

Clithwa Butler  
\$122.<sup>45</sup>—

Suffolk, Va.,

Aug 2<sup>d</sup> 1881

Wm Duke & Son



**BALLARD & SMITH,**

DEALERS IN

**DRY GOODS, NOTIONS, SHOES, HATS & GENERAL MERCHANDISE.**

All Bills Must be Settled in Sixty Days.

→ FINE SHOES A SPECIALTY ←

1883

|      |    |                                 |       |       |
|------|----|---------------------------------|-------|-------|
| Oct. | 15 | Ant of H. R. Bulley's Order     | 7 19  |       |
| Dec. | 12 | Goods for Samuel Wright         | 7 " " |       |
| Mar. | 6  | Ant. furnished Thomas Blackwell | 3 " " |       |
| "    | "  | Alfred Edwards                  | 3 57  |       |
| May  | 11 | 2 1/2 Doz. S. M. Files          | 4 29  | 27 98 |

Ballard Smith  
#27.98

Mess. Duke & Smith  
 Dr J. C. Smith 152

1886

|     |    |    |       |          |      |      |
|-----|----|----|-------|----------|------|------|
| Jan | 10 | To | 3 pro | Paid - @ | 3.00 | 9.00 |
| "   | "  | "  | 1     | Vest -   |      |      |

7.00  
 11.00

J. W. C. Smith  
\$11.25

W. S. CROSBY,  
Late W. S. Crosby & Co.  
JNO. RYAN, JR.,  
Late Jno. Ryan, Jr. & Co.

Baltimore, April 13<sup>th</sup> 1886

Mrs. Dugas Smith Suffolk Va.

Bought of CROSBY & RYAN,

MANUFACTURERS OF FINE GRADES

Lubricating Oil and Grease,

Nos. 1 & 2 WOOD ST.,



for Oil etc 2 Jounaleurs

268.46 - 772 @ 20

24.40

3 etc 3 Compression Cyls @ 1<sup>st</sup>

4.50

1 " 4 " Cap Cyl @ 3<sup>rd</sup>

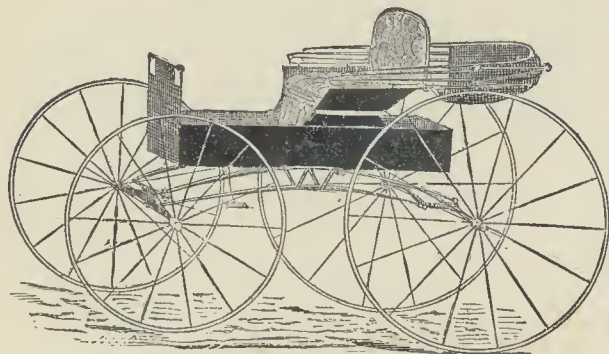
3.50

52.40

Duplicate

THE "MONARCH."

PORT JERVIS, N. Y., *Mar 27* 1886



*Mrst Luke H Smith*

TO M. MACOMBER, DR.

CARRIAGE MAKER,

Maker of the Saladee's Triple Spring Wagon.

SHOP ON JERSEY AVENUE.

|                                  |              |
|----------------------------------|--------------|
| <i>To One Set of Wheels</i>      |              |
| <i>Complete as Per contract</i>  | <i>66 00</i> |
| <i>1 Crank axle 2 3/4 in</i>     |              |
| <i>    Solid three "</i>         | <i>22 00</i> |
| <i>1 Straight ax 2 1/2 Solid</i> | <i>10 00</i> |
|                                  | <i>98 00</i> |

W. Macomber  
\$98.<sup>z</sup>

M. J. ROSE.

J. T. WHITEHURST.

STATEMENT.

Baltimore.

July,

1886

Miss Duker Smith

ROSE, WHITEHURST & CO.

To M. J. ROSE & CO. DR.

99 SMITH'S WHARF.

Monthly accounts due and drawn for, if not remitted in five days.

March 10

To Misc. as per bill rendered,

June 30

" 2

1459

5258

\$ 67.14

Rose, Whitcomb & Co

\$14.59

Messrs Duke & Smith

In ac with  
Wharfedale Manufacturing Co

1885-

Sept

For 1 Sog Turner

20000

" 1

Son

5500

---

25500

Whaleyville Mfg Co  
\$255-

JOHN A. AUGUSTINE. }  
JOHN S. HARWOOD. }

RICHMOND, VA.,

1886,

*Mess Duke & Smith Sunbury, Va.*  
**BOUGHT OF AUGUSTINE & HARWOOD,**

WHOLESALE DEALERS IN

*via April*  
**STRAIT'S SPERM, WHALE, NEATSFOOT, LARD, SIGNAL, PARAFFINE,**

**KEROSENE AND LUBRICATING OILS, TALLOW, RAILROAD AND WAGON AXLE GREASE,**

Warehouse & Grease Works.—9th & Arch Sts.

**OFFICE:—1101, 1103 & 1105 E. CARY STREET,**

**Sole Proprietors of White Lucent 160° Safety Oil.**

**Terms:**

**Southern Depot for Monumental Gasoline of all Grades,**

|   |                       |        |          |
|---|-----------------------|--------|----------|
| 1 | Bbl White Lucent Oil  | 52 11  | 57 2     |
| 1 | ✓ Kerosene Oil        | 53 8   | 424      |
| 1 | ✓ Electric Engine Oil | 54 35  | 18 90    |
| 1 | ✓ N. Va. Lub Oil      | 49 25  | 12 25    |
| 1 | ✓ Graphite Grease     | 400 42 | 16 00    |
| 1 | ✓ Summer Oil          | 50 9   | 475      |
| 1 | Doz Extinguishers     |        | 13 50    |
| 1 | Patent Pump           |        | 6 50     |
|   | <i>Drge</i>           |        | 50       |
|   |                       |        | \$ 82 36 |
|   |                       |        | 13 50    |
|   |                       |        | \$ 68 86 |

*Mch 11 By Mds*  
*Balance due us*

State of Virginia

City of Richmond County:

J. W. S. Drachill a notary public for the city of Richmond in the State of Virginia, do certify that John S. Harwood of the firm of Augustine & Harwood personally appeared before me in my said city and made oath that the within account of sixty eight (\$68<sup>86</sup>/<sub>100</sub>) dollars is true correct and justly due to said Augustine and Harwood by Duke and Smith and that the same has not been paid nor any part thereof

Given under my hand this 22<sup>nd</sup> day of December 1886

W. S. Drachill  
W. S.

Duke & Smith

Bot of Causey & Jordan

1884

Sept 25

25 Grain Sacks

250

Causey & Jordan  
\$2. 50

29. July 1886

J. G. Williams Sunbury N.C.

Due-bills - D & S - G. for Potatoes -

\$1.75- 10. Mar. 1886. Credits 73-cents

\$5-~~2~~ 16. Mar. 1886 Credit \$2.<sup>12</sup> 17 May 1886

1.75-  
2.87  
\$3.88

J. G. Williams

\$3.88

Sunbury, N. C.,

188

*M. & S. Duke & Smith*



**M. BENTON & SON,**

—DEALERS IN—

Highest Prices paid for Produce  
in exchange for Goods.

Dry Goods, Groceries, Hardware, Hats, Boots, Shoes,  
NOTIONS AND MERCHANDISE GENERALLY.

1886

|         |                                    |      |         |
|---------|------------------------------------|------|---------|
| Apr. 30 | 100 lbs meat                       | 8.00 |         |
| May 6   | 10 Bu Corn per order to Geo Parker | 6.00 |         |
| 22      | 10 " Flouring Co                   | 6.00 |         |
|         | 5 " Meal                           | 3.00 |         |
| June 1  | 10 " Meal & Flouring Co            | 6.00 |         |
|         |                                    |      | \$29.00 |

Order <sup>743</sup> ~~743~~ Accepted by D & S - The balance  
due to Geo B. Parker on timber - The order  
being in the possession of Mr. M. Benton.

W. Benton Low

#36. 43

Duke & Smith

In  
acct with J. C. Morgan  
20 30 bus Corn 60 30.00  
March 10th 86.

Recd payment

Duke & Smith

To

J. Clugan

\$30.00

Mess. Henke & Smith her  
 Do C. W. Balling  
<sup>1885</sup> May 4<sup>th</sup> order H. Goodman \$5.92  
<sup>1886</sup> March 11<sup>th</sup> Ant-frieden Simon \$5.00  
 \$10.92

June 29/86

A. M. Ballard

\$10.92

Suffolk, Va., July 1 1886

Mr Duke and Smith

To Suffolk Herald, Dr.

TERMS:

Transient Advertisements and  
Subscriptions, Payable in  
Advance.

Annual Advertisers are Re-  
quired to Settle Quar-  
terly.

Job Work, Cash on Delivery.

Fine Job Work a Specialty

1885

|        |                                        |    |          |
|--------|----------------------------------------|----|----------|
| Jan 1  | To Adv Card "                          | 85 | 5.00     |
| Oct 22 | " 1000 Letter Heads                    |    | 4.00     |
| Nov 9  | " 1000 Envelopes                       |    | 275      |
| "      | Subscription Duke & Smith<br>to Herald |    | 1.50     |
| "      | Adv Card to July 1 86                  |    | 3.50     |
|        |                                        |    | <hr/>    |
|        |                                        |    | \$ 15.75 |

Herald

\$13.75-

Meigs Luke Smith

1883

To The Town of Suffolk

Dr

Jan'y 26. For 1340 Bricks @ \$14.50 pr M

\$19.43

130 Feet best lumber @ \$17. pr M

2.21

17 Loads sand at 25¢ pr load

4.25

Pairing 3 1/2 yards @ 15¢ pr yard

5.40

Hauling 4 loads bricks @ 20¢

80

\$32.09

" 1/3 off

10.69

\$21.40

Meigs Duke Smith

\$21.40

Suffolk,

Wm W. Water & W. A. B. Eley Exors of  
Wm Eley Sr.

Duke Smith -

Due-bill \$175. Aug 23. 1884. -

---

Wm Eley's Exrs

\$175. —

# Messrs Duke & Smith

## To Mr Selig

1885-

|       |   |                |                       |                 |                |
|-------|---|----------------|-----------------------|-----------------|----------------|
| Repts | 7 | 1 Suit - Cloth | No 1752               |                 | 5.00           |
| "     | " | 2              | " " 3148              | 6 <sup>50</sup> | 13.00          |
| "     | " | 1              | " " 1519              |                 | 10.50          |
| "     | " | 1              | " " 2179              |                 | 7.00           |
| "     | " | 1              | " " 1892              |                 | 6.00           |
| "     | " | 3              | " " 5038              | 4 <sup>25</sup> | 8.50           |
| "     | " | 1              | " " 1554              |                 | 10.00          |
| "     | " | 1              | " " 917               |                 | 6.00           |
| "     | " | 1              | " " 2266 <sup>3</sup> |                 | 5.00           |
| "     | " | 1              | " " 3109              |                 | 9.50           |
| "     | " | 1              | " " 3258              |                 | 7.00           |
|       |   |                |                       |                 | <u>\$87.50</u> |

Wm Eley

\$87.<sup>50</sup>

★

August 2 1886

Messrs Drake & Smith  
Amherst N. H.  
To Mr. Allen & Son Dr.

Terms: .....

"U. S. M." No 533.

|          |                   |        |  |
|----------|-------------------|--------|--|
| April 14 | 1 Cask R. & Folks | 1 35   |  |
| " "      | 1 " Goblets       | 50     |  |
| " "      | 1 " Spoon         | 10     |  |
| " "      | 1 Doz Plates      | 1 00   |  |
| " "      | 2 Dishes &c       | 1 00   |  |
|          |                   | \$3.95 |  |

Eley Bro.

\$3. 95-

Portsmouth, Va. June 30<sup>th</sup> 1886

Miss Anne Smith

→ TO PORTSMOUTH DAILY TIMES, Dr. ←

2<sup>d</sup> Subscription for 1 year  
to date

5 =

Portsmouth Times  
\$5-

Suffolk, Va., July 7<sup>th</sup> 1886.

Mess. Duke & Smith

Bought of Warden & Eley

Dealers in Dry Goods, Clothing, Boots, Shoes and Hats

1884 Terms:

Hardware a Specialty

|                |     |                                        |        |          |
|----------------|-----|----------------------------------------|--------|----------|
| Oct            | 13  | 1 Long Handle Scoop Shovel             |        | 1 00     |
|                | 30  | 1 2 In Auger                           |        | 1 10     |
| Nov            | 12  | 1 1/2 Round File                       |        | 65-      |
|                | 22  | 1 Coat                                 |        | 6 00     |
| 1885-<br>Feby  | 2   | 5- 10 In Mill Saw Files                | 25-    | 1 25-    |
| Mch            | 17  | 1 Box Axes                             |        | 8 50     |
|                |     | Drayage                                |        | 10       |
| Apr            | 3   | 3 Kegs 10d Nails                       | 2 50   | 7 50     |
|                | 2   | " 8d "                                 | 2 75   | 5 50     |
|                | 1   | " 12d "                                |        | 2 50     |
|                |     | Drayage                                |        | 15-      |
|                | 28  | 1 Dr. Jack Screws 9" Freight           | 45-    | 9 45-    |
| May            | 30  | 1 Belt-Punch 25- 1 Box Riv. Burrs 4"   |        | 65-      |
| June           | 1   | 1 Suit-Clothes (Gardner)               |        | 10 00    |
| July           | 14  | 2 1/2 Mule Shoes                       | 7      | 1 47     |
|                |     | 1 lb H. S. Nails                       |        | 25-      |
|                | 17  | Shoes to Alfred Edwards                |        | 4 50     |
|                |     | Geo. Holland                           |        | 15-0     |
| Sept           | 5-  | 3 "Hors"                               | 40     | 1 20     |
|                | 26  | 1 Keg 40d Nails                        |        | 2 60     |
| Oct            | 15- | 1 Doz Axes 8" 1/2 Doz Helvers 12"      |        | 9 10     |
| Dec            | 5-  | 1 Polo. Shirt-Ea 1" 1/2 1 1/2          |        | 2 60     |
|                |     | 1 Doz. Table Spoons 1"                 |        | 1 10     |
|                | 23  | 1 Keg Horser Shoes                     |        | 5 00     |
|                |     | 5 lbs H. S. Nails                      | 25-    | 1 25-    |
| 1886<br>Jan'y. | 28  | 1 Keg. 40d "                           |        | 3 00     |
| Apr.           | 3   | Goods to Turner Langston               |        | 6 00     |
|                | 15- | 1 Keg 40d Nails                        |        | 2 75-    |
|                | 23  | 1 " 8d " 2 7/8 1 Keg. 10d Nails 2 4/5- |        | 5 15-    |
|                | 24  | 1 Dr. Shoes (for J. Rick)              |        | 2 50     |
|                | 27  | 20 lbs H. S. Nails                     | 25 1/2 | 5 00     |
| May<br>1884    | 6   | 2 1/2 Boxes Rivets & Burrs             | 30     | 75-      |
|                |     | By 1 Coat returned                     | \$6 00 | \$109 87 |
| Nov 1886       | 29  | " Lumber Bill                          | 18 85- | 24 85-   |
| Feby           | 5-  |                                        |        | \$85 02  |

Duck & Smith  
apc  
\$85.02

Jordan & Eley

Sole Agent for  
**WADSWORTH, MARTINEZ  
 & LONGMAN**  
**PURE PAINTS**  
 All Shades,  
 FOR IMMEDIATE USE.  
 SATISFACTION GUARANTEED



All claims for error or shortage must be made within five days after receipt of goods. After shipping goods and getting a receipt for them in good order, our responsibility ceases, and we can allow no claim for Breakage, Leakage or Damage.

*Suffolk, Va., June 17 1886*

*Messrs Duke & Smith*

**Bought of JOSEPH P. WEBB,**

Wholesale and Retail Dealer in

**Drugs, Paints, Oils, Varnishes, Glass, Building Materials,**

**TOBACCO, CIGARS, SNUFF, BOOKS & STATIONERY.**

Terms, Days.

Per Cent. Discount for Cash.

Interest charged after maturity.

|                     |    |                                                       |  |    |    |      |
|---------------------|----|-------------------------------------------------------|--|----|----|------|
| Jan                 | 1  | Balance                                               |  | 71 | 45 |      |
| Feb                 | 6  | 2 doz Emery Cloth & Postage <sup>6c</sup>             |  |    | 66 |      |
| Nov                 | 21 | 48 Gals 1 1/2 Oil <sup>10c</sup>                      |  | 4  | 80 |      |
| 8 <sup>th</sup> Jan | 19 | 2 Windows 8 <sup>th</sup> 8/10 <sup>1-</sup>          |  | 1  | 00 |      |
| Apr                 | 10 | Drk (Haynes)                                          |  |    | 25 |      |
|                     | 13 | 1 Bill Book                                           |  |    | 60 |      |
| May                 | 8  | 1 Bot Drk <sup>40</sup> 4 Gals <sup>50</sup> (Haynes) |  |    | 90 |      |
|                     | 14 | 4 Winds 8 <sup>th</sup> 10/12 <sup>80</sup>           |  | 3  | 40 | 8356 |
| Nov                 | 2  | 1 doz Bill for Lumber and Nov 12.85                   |  | 63 | 21 |      |
| May                 | 29 | " Cash                                                |  | 3  | 40 | 6661 |
|                     |    |                                                       |  |    |    | 1695 |

Not Responsible for Breakage

Josef Webb  
\$16.95

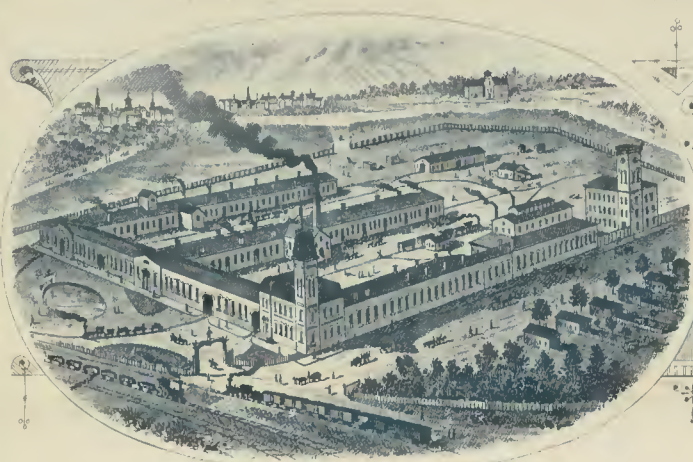
June Smith  
\$16.75

F  
#96

WM. E. TANNER, Pres.

WM. R. TRIGG, Vice Pres.

ALEX. DELANEY, Supt.



A. Hoen & Co. Richmond, Va.



Richmond, Va. July 17 1886

Messrs Duke & Smith  
Sunderby N.C.  
Gentlemen

Please remit us for amt bill rec'd.  
\$19.<sup>90</sup> for goods furnished you in May

Yours truly

The Tanner & Delaney Engine Co  
R. H. Hodge & Co.

Tanner & Delaney Eng Co

\$19.90

WM. E. TANNER, Pres't.

WM. R. TRIGG, Vice-Pres't.

ALEX. DELANEY, Sup't.

MEMORANDUM OF ACCOUNT

Messrs Dyer & Smith  
Sumbury N.Y.

In Acc't with The Tanner & Delaney Engine Co.,  
RICHMOND, VA., May 1 1886

And also render

1990

Isle of Wight Co  
James E. Johnson  
25

Walter L Smith

Here Bill, dated April 30th: 1888 -  
for \$200<sup>00</sup> - bal: on Settlement  
file, to date -  
Sund Sch & Smith -

James E. Johnson

to \$ due Bk

Walter L Smith

\$200<sup>00</sup>

due 30th April

1886

102 25

25

102 25

102 25

102 25

102 25

102 25

102 25

102 25

Seaboard and Roanoke Railroad Company.

Weldon ne Aug 3 1886

To R R. Prentiss Esq

My dear Bro.

Yours truly, I am  
glad to see Duke S's affairs  
assume some better shape.  
I only hope to see Blackwell  
get out & have no debt hang-  
ing over him -

My a/c is <sup>Use only for business this Company.</sup> \$1000.<sup>00</sup> & dated  
April 23/85. I suppose I  
should be allowed interest  
at 6 p ct from that  
date. It was understood  
that I should have same  
interest Duke S. paid in  
Bank. but that will make  
no difference now, I have  
no note, due bill nor anything  
else. Let them have money  
to put the Mill in position &

they promise to have back as  
soon as they should begin  
work - I hope to be in  
Suffolk Thursday or will  
make affidavit if necessary  
With best wishes for you  
Yours truly  
W. R. Smith

RIDDICK, BRINKLEY & CO.,

WHOLESALE GROCERS,

27 ROANOKE SQ., AND 26 ROANOKE ST.

J. B. RIDDICK,  
A. BRINKLEY,  
N. BEAMAN,

NORFOLK, VA. *June 29<sup>th</sup> 1886*

*Mr R. R. Prouty Atty  
Suffolk Va  
Dear Sir*

*Learning that you  
have been retained as Counsel by  
Mrs Duke Adm'x of D. W. Duke  
decd, we write to inquire what  
provision has or will be made  
to settle the indebtedness of the  
late firm of D & S.*

*Our reasons for asking the above  
is that the firm is indebted to  
us by two notes one for \$420<sup>00</sup>  
past-due the other due July 21  
for \$425<sup>00</sup> and an open acct-  
for \$585<sup>82</sup>/<sub>100</sub>.*

*If there can be any arrange*

must - made by which  
an early settlement can  
be had, it - would be  
very gratifying to us, as  
we would like very much  
to have the use of the money.  
Would be pleased to hear  
from you at an early  
date - yours very truly  
Brinck, Brinsley & Co

Norfolk, Va. Nov 27<sup>th</sup> 1886

Messrs Duke & Smith

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

Terms,

27 ROANOKE SQUARE AND 26 ROANOKE STREET.

|       |    |                             |                 |          |       |
|-------|----|-----------------------------|-----------------|----------|-------|
| 1886  |    | Dec on Mch 17 <sup>th</sup> |                 |          | 125   |
| April | 8  | 1 Bbl Syrup                 | 54              | c 25     | 1350  |
|       |    | Dray                        |                 |          | 25    |
| "     | 9  | 1 Box Raisins               | 505             | c 6      | 3030  |
|       |    | 1 " Bae Shoulders           | 550             | c 5 1/4  | 2888  |
|       |    | 2 Bles Lemon Crackers       | 50 - 114        | c 8      | 912   |
|       |    | 1 " ++ Soda Do              | 45              | c 5 1/2  | 248   |
|       |    | 1 Bu Sm. Cured Tol          | 32              | c 50     | 1600  |
|       |    | 1 Package Traps             |                 |          | 75    |
|       |    | Dray                        |                 |          | 30    |
| "     | 28 | 1 Box Raisins               | 505             | c 6      | 3030  |
|       |    | 1 Bbl Gron Sugar            | 294             | c 7 1/2  | 2205  |
|       |    | 1 Gross 4oz Rumsford's      |                 |          | 1050  |
|       |    | 2 Cheese                    | 61 - 121        | c 12     | 1452  |
|       |    | 5/2 Bles Mackere            |                 | c 22 1/2 | 1125  |
|       |    | 5 Packs G. A. Sacs          |                 | c 75     | 375   |
|       |    | 2 Bx's Alers                | 27 1/2 - 55 1/2 | c 45     | 2498  |
|       |    | Dray                        |                 |          | 40    |
| "     | 29 | 2 Bx's Game Cock            | 24 1/2 49       | c 35     | 1715  |
|       |    | 1 " Fig                     | 22              | c 50     | 1100  |
|       |    | 1/2 M Southern Cross Ligon  |                 | c 3000   | 1500  |
|       |    | 1/2 M Carolla Do            |                 | c 3000   | 1500  |
|       |    | 1 Bbl S. C. Shoulders       | 329             | c 6 1/2  | 2139  |
|       |    | Dray                        |                 |          | 25    |
| May   | 10 | 1 Box 2oz R. R. Mills       |                 |          | 500   |
|       |    | 1 " 1oz Do Cans             |                 |          | 500   |
|       |    | 1 Bbl ++ Soda Crackers      | 56              | c 5 1/2  | 308   |
|       |    | 2 " Lemon Do                | 52 - 115        | c 7 1/2  | 863   |
|       |    | 1 " Ginger Catlea           | 65              | c 7 1/2  | 488   |
|       |    | Dray                        |                 |          | 25    |
| "     | 12 | 1 Box Raisins               | 595             | c 6      | 3570  |
|       |    | 1 " Candy                   | 50              | c 9 1/2  | 475   |
|       |    | 1 Bbl Gron Sugar            | 332             | c 7 1/4  | 2407  |
|       |    | Dray                        |                 |          | 25    |
| "     | 18 | 25 Bbls A. South            |                 | c 5.00   | 12500 |
|       |    | Dray                        |                 |          | 75    |
|       |    |                             |                 |          | 51773 |

M

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

Terms,

27 ROANOKE SQUARE AND 26 ROANOKE STREET.

|         |                                |        |        |
|---------|--------------------------------|--------|--------|
| Curford |                                |        | 51773  |
| May 26  | 1 M Southern Cross Cigars      |        | 3000   |
|         | 1 Box 40g Curfords             |        | 1050   |
|         | 2 Cheese <sup>39</sup> 38 - 77 | c 12   | 924    |
|         | 1 Box Fig Tobacco 22           | c 50   | 1100   |
|         | 2 Monday Soap                  | c 3,50 | 700    |
|         | Box 10 Drey 25                 |        | 35     |
|         | Interest on Bill after 30 days |        | 585.82 |
|         |                                |        | 1706   |
|         |                                |        | 60288  |

Personally appeared before me Thos J. Marlow  
a justice of the Peace for the City of Portsmouth  
J. B. Riddick a member of the firm of Riddick,  
Brinkley & Co. and made oath to the correctness  
of the above account on this the 27<sup>th</sup> day of  
November 1886.

Thos. J. Marlow J.P.

1011679

MONTHLY STATEMENT

Weymouth

1011

Messrs Duke and Smith

Suffolk Co

To Oberndorfer & Co., Dr.

MANUFACTURERS OF CONFECTIONERY,

TERMS

DATE TIME

51 and 53 COMMERCE STREET.

March 13

To

3411

22

819

May 27

1430

\$5660

See Mr Prentiss

IT IS OUR CUSTOM TO RENDER A STATEMENT, AS ABOVE, TO OUR CUSTOMERS ON OR ABOUT THE FIRST OF EACH MONTH OF ALL PURCHASES MADE FROM US WHETHER SUCH ACCOUNTS ARE DUE OR NOT. PLEASE EXAMINE THE ABOVE ACCOUNT, AND IF NOT CORRECT ADVISE US IMMEDIATELY FOR SUCH AMOUNT AS MAY BE DUE. IN ANY CASE WE SHOULD BE OBLIGED FOR A PROMPT REMITTANCE.

THANKS TRULY

OBERNDORFER & CO

STATEMENT.

Baltimore, *July 31* 188*6*

*W. K. Smith*

To R. Whitehill & Co.

188

No. 297 W. BALTIMORE ST., cor. Baltimore and Liberty Sts.

*4413*

To *Misc. May 1*

*30530*

Whitehill & Co.

\$303.<sup>50</sup>



**PROMPT ATTENTION GIVEN TO ORDERS,**  
Correspondence to receive prompt attention, should be addressed to the firm.

Book:

*Folio*

Salesman

Elcy Baltimore

133

BOUGH OF

JNO. L. SICKEL,  
JNO. F. HELLEN.

**Sickel, Hellen & Co.**

## IMPORTERS & JOBBERS OF

Hosiery, Gloves, Notions, White Goods, Embroideries &c.&c.

**No. 22 HANOVER ST.**

*Terms:*

| BEFORE REPORTING GOODS SHORT, PLEASE EXAMINE CAREFULLY. |     |     |                     |                     |                   |
|---------------------------------------------------------|-----|-----|---------------------|---------------------|-------------------|
| <i>Jan 27 1886 to Suffolk Va</i>                        |     |     |                     |                     |                   |
| 586H                                                    | 1   | doz | Pack Shirts         |                     | 600               |
| 671                                                     | 1   | "   | "                   | alls                | 600               |
| 1001                                                    | 1   | "   | "                   | "                   | 900               |
| 696                                                     | 1   | "   | "                   | Anchors             | 750               |
| 255                                                     | 1   | "   | "                   | " Stripped          | 750               |
| 220                                                     | 1   | "   | Fcy pr Hose         |                     | 75                |
| 417                                                     | 1   | "   | "                   | "                   | 75                |
| 117                                                     | 1   | "   | Yarn                | "                   | 75                |
| 1671                                                    | 1   | "   | Suspenders          |                     | 200               |
| 6908                                                    | 1   | "   | "                   |                     | 200               |
| 620                                                     | 1/2 | doz | Cuff Buttons        | 300                 | 150               |
| 568                                                     | 1/2 | "   | "                   | 150                 | 75                |
| 626                                                     | 1/2 | "   | "                   | 200                 | 100               |
| 570                                                     | 1/2 | "   | "                   | 150                 | 75                |
|                                                         | 1   | "   | "                   | Universal           | 75                |
| 956                                                     | 1/2 | "   | Pets -              | 300                 | 150               |
| 952                                                     | 1/2 | "   | "                   | 200                 | 100               |
| 789                                                     | 1/2 | "   | "                   | 200                 | 100               |
| 905                                                     | 3   | "   | Drill drawers       | 4                   | 1200              |
| 40                                                      | 1   | "   | Cotton overshirts - |                     | <u>1125</u> 66 75 |
| <i>Feby 1 1886 to Suffolk Va</i>                        |     |     |                     |                     |                   |
|                                                         | 1   | doz | Cheviot Shirts      | 562 535H<br>425 400 | 825               |
| Log 6                                                   | 1   | "   | over                |                     | <u>900</u> 17 25  |
| <i>Feby 26 1886 to Sunbury Me</i>                       |     |     |                     |                     |                   |
| 790                                                     | 4   | doz | Florence Shirts     | 1150                | 4600              |
|                                                         | 3   | "   | Oxford Collars      | 125                 | 375               |
|                                                         | 1   | "   | Regent              |                     | 125               |
|                                                         | 2   | "   | Harvard             | 125                 | 250               |
|                                                         | 2   | "   | Spring              | 125                 | 250               |
|                                                         |     |     |                     |                     | <u>140</u> 56 40  |
|                                                         |     |     |                     |                     | <u>14040</u>      |
|                                                         |     |     |                     |                     | <u>over</u>       |

# Mess Duke & Smith Concluded

Amount Forward

140 40

May 12/86 To Suffolk 7<sup>a</sup>

|        |   |     |                   |           |      |       |
|--------|---|-----|-------------------|-----------|------|-------|
| 90 3   | 3 | 007 | Bro Jean Dpawers  |           |      | 12 00 |
|        | 1 |     | Cheviot shirt sea | maget 585 | 4 25 | 8 25  |
|        | 1 |     | Over              | 596       | 586  | 15 00 |
|        |   |     |                   | 900       | 600  |       |
| 4/B    | 1 |     | "                 |           |      | 4 25  |
|        | 1 |     | Drab overalls sea | 666       | 671  | 13 00 |
|        |   |     |                   | 750       | 600  |       |
| 1001   | 1 |     | Egerl             |           |      | 9 00  |
| 255    | 1 |     | Striped           |           |      | 7 50  |
|        | 2 |     | Fay 1/2 Hose sea  | 359       | 347  | 3 00  |
|        |   |     |                   | 75        | 75   |       |
| 300    | 2 |     | Solid 1/2         |           | 75   | 1 50  |
| 80 5   | 2 |     | Wyd               |           | 75   | 1 50  |
| 96 5/8 | 1 |     | Suspenders        |           |      | 2 00  |
|        |   |     | Case & Drayage    |           |      | 75    |

78 25

May 17/86 To Sumpury St. C.

|        |   |     |                  |      |      |      |
|--------|---|-----|------------------|------|------|------|
| 6 00   | 1 | 007 | Striped overalls |      |      | 4 00 |
| 235    | 1 |     | "                |      |      | 6 00 |
| 07 15  | 1 |     | Bro              |      |      | 4 00 |
|        | 1 |     | Complex          |      |      | 9 00 |
| 99 11  | 1 |     | Suspenders       |      |      | 3 00 |
| 211 70 | 1 |     | "                |      |      | 2 00 |
|        | 1 |     | Fay 1/2 Hose     | 385  | 355  | 7 50 |
|        |   |     |                  | 1400 | 350  |      |
|        | 1 |     | Solid 1/2        | 822  | 8560 | 6 50 |
|        |   |     |                  | 350  | 300  |      |

Case & Drayage

26 200

OFFICES OF  
SHRIVER, BARTLETT & CO.,  
SOUTHEAST COR. GERMAN AND CALVERT STREETS,  
BALTIMORE, MARYLAND.

WALTER D. GRISCOM,  
COMMISSIONER OF DEEDS.

STATE OF MARYLAND,

City of Baltimore.

} ss.

Be it Remembered, and it is Hereby Certified, That on this 22nd day of June, A. D. 1886, before me, Walter D. Griscom, a Commissioner of the State of Virginia, residing in the City of Baltimore, State of Maryland, duly commissioned by the Executive authority and under the laws of the State of Virginia, and authorized to administer oaths and affirmations, and to take the acknowledgments of deeds and other instruments of writing to be used and recorded therein, personally appeared John L. Sickel, who being duly sworn by me according to law on his oath says, he is a partner in the firm of Sickel, Hellen & Co the said firm is composed of John L. Sickel & John F. Hellen that the annexed account is correctly made out from the books of original entry kept by Sickel, Hellen & Co, that the said claim is just and true, as stated, and is unpaid, and that he, deponent, knows the justness of said claim, that no part or parcel thereof has been received by them or by any or either of them, or by any person for them directly or indirectly, to the best of his knowledge and belief, nor has any security or satisfaction been had for the same, ~~more than the credit stated and given on said account~~, that the full sum of \$ 262<sup>00</sup>/<sub>100</sub> is now justly due and owing, with interest, by Duke Smith to Sickel, Hellen & Co without any deduction or offset.

And on the same day personally appeared Clifton S. Johns, who being duly sworn by me, according to law, on his oath says, that he was a clerk in the employ of said Sickel, Hellen & Co at the time the goods, wares and merchandise charged in the annexed account were sold and delivered, that the goods so charged were sold and delivered as charged, and at prices charged in the said account, and that the prices charged were fair and reasonable when the goods were sold.



SWORN TO and subscribed before me this 22nd day of June, A. D. 1886.

IN WITNESS, my hand and official seal at Baltimore aforesaid.

Walter D. Griscom

A Commissioner of the State of Virginia  
residing in Baltimore City, in the State of Maryland.

Litchell & Co  
\$262.



Norfolk Oct 9. 86.

R W Prentiss Esq  
Dr fr.

We enclose statement  
from acct w Duke & Smith - It is  
long past due, We would be very  
glad if you could make us some  
paymt on it at this time, Will you  
kindly let us hear from you by early  
mail, and oblige

Yr Respectfully  
J H Sealings Esq

Suffolk Va.  
11. Octo, 1886.

Folio 621

←MONTHLY STATEMENT.→

Norfolk, Va., July 1 1886

Mess Duke Smith

To F. W. SEABURY'S SONS, Dr.

BOOTS, SHOES AND TRUNKS.

TERMS: 1886

A. L. Seabury.

W. H. Seabury.

|        |                                |        |        |
|--------|--------------------------------|--------|--------|
| Apr 29 | To Mdse. as per Bill rendered. | 380 65 |        |
| May 10 | " " "                          | 18 90  |        |
| June 2 | " " "                          | 7 05   | 406 50 |

624

Duke & Smith

Seabury's Sons.  
\$406. 60

Aug 17

L

Suffolk, Va., Aug 7<sup>th</sup> 1886

Messrs Duke & Smith Amherst N.C.

Bought of **THE GAY MANUFACTURING CO.**

—Manufacturers of—

**Rough and Dressed Lumber.**

|       |    |   |                                                                    |                  |      |      |   |   |         |
|-------|----|---|--------------------------------------------------------------------|------------------|------|------|---|---|---------|
| Feb'y | 10 | 2 | 13,295 ft lumber                                                   | 13 <sup>00</sup> | 39   | 88   | ✓ |   |         |
| March | 31 | " | 492,170 " "                                                        | "                | 147  | 65   | ✓ |   |         |
|       |    |   | 3,120 " "                                                          | 2 <sup>00</sup>  | 6    | 24   | ✓ |   |         |
| Aprl. | 30 | 4 | 694,493 " "                                                        | 3 <sup>00</sup>  | 208  | 34   | ✓ |   |         |
| May   | 31 | " | 296,175 " "                                                        | "                | 88   | 85   | ✓ |   |         |
| June  | 18 | " | Three acceptances in our favor. \$313.86                           |                  |      |      |   |   |         |
|       |    |   | 250.00                                                             |                  |      |      |   |   |         |
|       |    | + | 400.                                                               |                  |      |      |   |   |         |
|       |    |   |                                                                    |                  | 96   | 38   | ✓ |   |         |
| July  | 7  |   | 345,231 ft lumber June 13 <sup>00</sup>                            |                  | 103  | 56   | ✓ |   |         |
| Aug   | 6  |   | 20 protest fees &c on accept.                                      |                  | 102  | 164  | ✓ | 2 | 1       |
|       |    |   | <u>Credit</u>                                                      |                  |      |      |   |   |         |
| Aprl  | 10 |   | By Cash                                                            |                  | 1000 |      | ✓ |   |         |
| May   | 11 | " | " " "                                                              |                  | 1500 |      | ✓ |   |         |
| June  | 31 | " | 37,887 ft on balance @ 9 <sup>25</sup>                             |                  | 350  | 45   | ✓ |   |         |
|       | 26 | " | 2722 " " " @ 9 <sup>25</sup>                                       |                  | 21   | 02   | ✓ |   |         |
| July  | 15 | " | Cash of P.B. G. Smith's order                                      |                  | 97   | 50   | ✓ |   |         |
|       | 22 | " | " " " "                                                            |                  | 51   | 00   | ✓ | 3 | 897 4 7 |
|       |    | + | These three acceptances have all been taken up by the payee's list |                  |      |      |   |   |         |
|       |    |   |                                                                    |                  |      | 2597 | ✓ | 7 | 4       |

20

✓

Suffolk, Va., Aug 7<sup>th</sup> 1885

Miss Duke & Smith  
Hamburg N.C.

Bought of **THE GAY MANUFACTURING CO.**

—Manufacturers of—

**Rough and Dressed Lumber.**

1885

|                  |    |                                          |       |         |
|------------------|----|------------------------------------------|-------|---------|
| March            | 1  | To balance Open ac                       | 69 55 |         |
|                  |    | “ Note paid due                          | 14 00 |         |
|                  |    | “ “ note paid 300 ft 4.80                | 29 52 |         |
| July             | 20 | To Kiln lumber 2x10-18 + 2x4-16          | 35 44 |         |
| Sept             | 30 | “ 4425 ft on John Mehoes 9 <sup>00</sup> | 39 82 |         |
| Oct <sup>r</sup> | 7  | “ Dressing 3500 ft lumber                | 14    |         |
|                  |    |                                          |       | 1263 64 |

Gay Mfg Co. -

July 26/29

\$255.  $\frac{7}{100}$

Suffolk Va

May 27<sup>th</sup> 1885.

Sixty days after date I promise to pay unto  
Duke & Smith, or order, negotiable and payable  
at the Commercial Bank of Suffolk, in  
Suffolk Va. without offset. two hundred  
& fifty five dollars for value received.  
And we, maker and endorser, hereby  
waive the benefit of our homestead Ex-  
emption as to this debt.  
Credit the maker.

A. L. Nelms

Southampton County: In the Clerk's Office  
of the Circuit Court: March 23<sup>rd</sup> 1887.

J. B. Prince, Clerk of the Circuit Court  
of Southampton County - do certify that the  
above is a true copy of a note filed in  
this office in the suit of Commercial  
Bank of Suffolk Va. for J. & Nelms & Co.  
Given under my hand this 23<sup>rd</sup> day of  
March A.D. 1887.

J. B. Prince C.C.

#32058

31607 Rem

Duke & Smith

Aug 1/4

\$150.  $\frac{7}{100}$

Suffolk Va

June 2<sup>nd</sup> 1885

Sixty days after date I promise to pay  
unto Duke & Smith or order, negotiable  
and payable at the Commercial Bank  
of Suffolk in Suffolk Va. without  
offset, one hundred & fifty  $\frac{7}{100}$  dollars -  
for value received. And we, maker and  
endorsers hereby waive the benefit of  
our homestead Exemption as to this debt.  
Credit the maker.

A. L. Nelms

Southampton County: In the Clerk's Office of the  
Circuit Court. Mch 23<sup>rd</sup> 1887.

J. J. B. Prince, Clerk of the Circuit Court of  
Southampton County, do certify that the above  
is a true copy of a note filed in this office  
in the suit of the Commercial Bank of  
Suffolk for J. & Nelms &c.

Given under my hand this 23<sup>rd</sup> day of  
March A.D. 1887.

J. J. B. Prince cc.

#32293

31606 Rem

Duke & Smith

11760-

Sept 4/7

#270. —

Suffolk Va

July 6<sup>th</sup> 1885

Sixty days after date I promise to pay unto  
 Duke & Smith or order, negotiable and  
 payable at the Commercial Bank of  
 Suffolk, Va, without effect. Two hundred  
 & seventy dollars. for value received.  
 And it is agreed upon by the parties  
 that the interest on this Note shall be  
 payable in advance; And we, principal  
 and endorser, hereby waive the benefit  
 of our homestead Exemption as to this  
 debt.

Credit the maker.

A. L. Nelson.

Southampton County: In the Clerk's Office of  
 the Circuit Court.

March 23<sup>rd</sup> 1887.

J. B. Prince, Clerk of the Circuit Court of  
 Southampton County, do certify that the above  
 is a true copy of a note filed in this Office  
 in the suit of the Commercial Bank of  
 Suffolk for J. & Nelson &c.

Given under my hand this 23<sup>rd</sup> day of  
 March A.D. 1887.

J. B. Prince C.C.

#32292

31888 Rem.

Duke & Smith.

The Commercial  
Bank of Suffolk  
Thos G. Elam  
Cashier

Duke & Smith

1889

To PETER B. PRENTIS, Clerk of Nansemond County Court, Dr.

May 26.

Tax Recd: Deed from Solo. Hodges & wife . . . \$2.<sup>25</sup>-

Peter B. Prentis. Clerk

Wm L. Smith

2 25-

1879

Duke & Smith

1880

To PETER B. PRENTIS, Clerk of Nansemond County

Court, Dr.

Feb: 9

Tax Recdg: Deed from Mills <sup>H. Holland</sup> ~~B. Johnson~~

\$2<sup>25</sup>

Peter B. Prentis. Clerk

Wm L Smith

225

---

Blake L Smith

1889

TO PETER B. PRENTIS, Clerk of Nansemond County Court, Dr.

May 22nd: Recd: Deed tax from Mills B. Johnson . . . \$2<sup>25</sup>-

Peter B. Prentis. Clerk.

---

Duke & Smith

· · ·  $\frac{1}{2}$  2<sup>25</sup>

---

D. Ke & Smith

1882

TO PETER B. PRENTIS, Clerk of Nansemond County Court, Dr.

Sept: 25th: Jay Recdg: Seed from Alex<sup>r</sup> J. Winborne & wife... \$2.<sup>25</sup>

Peter B. Prentis. Clerk.

---

Duke L Smith

• \$2<sup>25</sup>

1882

Duke & Smith

Civ. No. 1

1886

To PETER B. PRENTIS, Clerk of Nansemond

County

Court, Dr.

June 11. Jay fees: Deed from Mrs. F. Pinney & wife

\$1.75-

Peter B. Prentis. Clerk

Wm L Smith

\$1.75-

1886

---

David W. Duke & Co: Blackwell Smith

1885-

To PETER B. PRENTIS, Clerk of Nansemond County - Court, Dr.

April 24. Tax Recd: Deed of Release from Wilbur J. Kelly, Trustee & \$1.75-  
J. H. Briggs' Admrs

Peter B. Prentis Clerk.

---

D. M. & Smith  
\$1.75  
1885

What Smiths owe

W. E. Smiths Treasurer Nantuxet Co

Taxes on land 1885-

\$10.51

Ditto 1886

11.38

\$21.89

Folio 396

STATEMENT.

Norfolk, Va. July 1<sup>st</sup> 1886

Mrs. Duke & Smith

To Robt. P. Voight & Co. Jr.

WHOLESALE GROCERS,

No Expressage or Exchange Allowed.

COR. WATER AND COMMERCE STS.

|        |         |              |
|--------|---------|--------------|
| 1886   |         |              |
| Apr 1  | To Mdse | 15625        |
| May 20 | " "     | 116 93       |
| June 2 | " "     | 47 77        |
|        |         | <hr/> 320 95 |

Dear Sir

In compliance  
with the advertisement  
in Suffolk Herald we  
send this statement

Truly  
R. P. Voight Jr.

Above we hand you Statement of your Account. Please remit promptly for bills due. In all cases Bank Interest will be charged on all bills not paid at maturity.

Please note errors (if any) hereon, and return Statement to us.

Wright & Co  
\$320.75

Mr D. C. Harrell

Le Duke & Smith

|      |                      |       |         |
|------|----------------------|-------|---------|
| 1882 | To 350 fut Ht Lumber | \$16. | 5.60    |
|      | " 272 " Mcht do      | \$12  | 3.26    |
|      |                      |       | <hr/>   |
|      |                      |       | \$ 8.86 |

1881

Mrs Duke & Smith

To D. C. Harrell

To Hauling 30,000 feet Lumber  
from S & K R Road to B & L Mill

@ 60<sup>cts</sup> per M<sup>ft</sup> — \$18.00

Hauling 27,000 from Mill

to Yard @ 60<sup>cts</sup> per M 16.20

Hauling 33,000 feet from

Rail Road to Yard @ 60<sup>cts</sup> 19.80

To 640 feet Lumber

Returned to Yard \$12.00 7.68

---

\$61.68

Suffolk, Va., Aug 24<sup>th</sup> 1886

Messrs Duke & Smith

TO D. C. HARRELL, Dr.

1881 Manufacturer of Building Brick.

To Hauling 9000 ft lumber  
B + d<sup>s</sup> mile + yard ~~\$50~~ 60 per m 54 00  
640 ft Returned to yard \$120 per m 7 60  
To Hauling 15000 ft lumber  
from S.B. + R.R. to N + W R.R.  
@ 60<sup>cts</sup> per m

|                      |
|----------------------|
| 90 00                |
| <del>\$ 151.60</del> |
| 7 60                 |
| <hr/> 144.00         |
| 61 68                |
| <hr/> 205.68         |
| 8 86                 |
| <hr/> \$ 196.82      |

due 1 Jan 1887

Duke & Smith  
are

Robt to Harriet

\$65.<sup>00</sup>/<sub>100</sub>

Six months after date I \_\_\_\_\_ promise to pay  
unto A. S. Eley \_\_\_\_\_ his heirs,  
executors, administrators, or assigns, the just and full sum of Sixty Five \_\_\_\_\_  
\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents, for value  
received; for the payment of which I \_\_\_\_\_ bind my self, my heirs,  
executors and administrators, firmly by these presents; and I \_\_\_\_\_ hereby  
waive the benefit of my Homestead Exemption as to this debt and obligation.

As witness my hand and seal this 18<sup>th</sup> day of December  
in the year of our Lord one thousand eight hundred and seventy nine.

Witness,

D. H. Smith



D. W. Duke

Aug. 2nd. 1880.

Recd. in part of the within bond  
a dft. (for a mule bought of Chas. S. Smith)  
drawn on Duke & Smith for Fifty Five  
Dollars, at 60 days from Aug. 2nd 1880  
( $\$55.00$ )

W. E. Eley

Int. to 2 Aug. 1880

Paid

Int. to 1 Jan. 1887

|             |
|-------------|
| \$ 65.00    |
| 2.44        |
| <hr/> 67.44 |
| 55.00       |
| <hr/> 12.44 |
| 4.80        |
| <hr/> 17.24 |

Duke & Smith  

---

\$65.00.

Suffolk Co 1884 Nov 24<sup>th</sup>

Mr. A. S. Ely Jr

OK  
Entered

1884 To Duke & Smith

Apr 29 To 400 ft - ht - flour 250 \$10.00

Oct 19 " 125 " flour 180 2.25

" " " 125 " " 180

" " " 650 475 ft Store 180

13.95

\$26.20

This bill

$$\begin{array}{r}
 6-7 \\
 13 \\
 4-10 \\
 \hline
 245- \\
 40 \\
 \hline
 966
 \end{array}$$

$$\begin{array}{r}
 104 \\
 10
 \end{array}$$

$$\begin{array}{r}
 35 \\
 34 \\
 \hline
 40 \\
 105 \\
 \hline
 11.90
 \end{array}$$

$$\begin{array}{r}
 35 \\
 28 \\
 \hline
 280 \\
 70
 \end{array}$$

$$\begin{array}{r}
 222 \\
 111 \\
 \hline
 56 \\
 38
 \end{array}$$

*A. S. Eley*

Buckhorn, Va. March 24<sup>th</sup> 1883

Mr. A. D. Ely

Bought of DUKE & SMITH,

MANUFACTURERS OF

Pure Virginia Yellow Pine Lumber.

|             |                             |     |           |
|-------------|-----------------------------|-----|-----------|
| 1881 Sep 29 | 3132 ft. Ht. Bill Lumber of | 172 | 56.37     |
| " " "       | 5262 " " " "                | 140 | 73.66     |
| Oct 1       | 466 " Ht. " "               | 182 | 8.38      |
| 1882 Apr 30 | 1500 ft. 4/4 Clear Bolt     | 200 | 30.00     |
| " May 1     | 333 " 2x5 = 16 Ht.          | 200 | 6.66      |
| " "         | 1500 " 4/4 Clear Bolt       | 192 | 31.00     |
|             | To Credit of Hard Bill      |     | 55.69     |
|             | Int on 1000 @ 6%            |     | 15        |
|             |                             |     | 282.57    |
| " Sep 23    | By 30 day note              |     | 100.00    |
|             |                             |     | 182.57    |
| 1884        |                             |     |           |
| Sept + Octo | Flooding from H W Bradshaw  |     | 26.20     |
|             | 1 car Load Boards.          |     | 35.00     |
|             |                             |     | \$ 243.71 |

A. S. Gray  
\$1825<sup>1</sup>/<sub>100</sub>

TOBACCO AT WHOLESALE A SPECIALTY.



Suffolk, Va., Jan 9 1886.

*M. Decker and Smith*

**Bought of A. S. ELEY,**

**DEALER IN DRUGS, PAINTS, OILS, WINDOW GLASS, PUTTY,**

*\*Varnishes, Dye Stuffs, Seeds, Fertilizers, Cigars and Snuffs\**

Terms

**HARDWARE, SASH, DOORS AND BLINDS.**

|        |                   |                             |                   |        |
|--------|-------------------|-----------------------------|-------------------|--------|
| 1885   |                   | To Aunt Bill Rend           | in full Apr 15-85 | 220.66 |
| May 8  | "                 | "                           | "                 | 17.90  |
| 13     | "                 | "                           | "                 | 5.25   |
| 28     | 1/2               | Doz 7 in G. A. Files        |                   | 1.50   |
| Oct 8  | 1                 | Gal Black Paint             | Order             | 1.50   |
| "      | 49 1/2            | " Coal Oil 10 1/2           |                   | 5.20   |
| 20     | 100               | lbs Horse shoes             |                   | 5.50   |
| "      | 10                | " Globes                    | " Nails           | 2.30   |
| Nov 16 | 1                 | Mail Bag                    | Gardner           | 75     |
| 1886   | 17                | To Aunt Bill Rend           | Blackwell         | 2.25   |
| Feb 8  |                   | Medicine                    | Order             | 50     |
| 26     | To Aunt Bill Rend | "                           |                   | 2.55   |
| Mar 9  | 2                 | Monkey wrenches 1.50 + 1.50 | "                 | 1.85   |
| "      | 16                | Two 1 1/2 in Couplings      | Jackson           | 40     |
| "      | "                 | 1 Drive                     | 2 ap              | 33-    |
| 17     | To Aunt Bill Rend |                             |                   | 8.00   |
| Apr 3  | 1                 | Pen holder                  | Hayner            | 20     |
| 29     | 164               | lbs Round Iron              | Order             | 4.92   |
|        |                   |                             |                   | 18.81  |
|        |                   |                             |                   | 382.62 |
|        |                   |                             |                   | 100 -  |
|        |                   |                             |                   | 282.62 |
|        |                   |                             |                   | 24.13  |
|        |                   |                             |                   | 306.75 |
|        |                   |                             |                   | (over) |

*By note*

*Total on old note*

Cr

To amt. brot. forward  
By Bill v. s. me to date

243 71

306.75

243

Bal. of acct

382 62

243 71

3891

Decker Smith

On balance of acct \$26.35 due to J. E. Gray

1000.00 - 38.00

Paid to J. E. Gray 24.13 to make 1000.00

SUFFOLK, VA., Aug 2<sup>nd</sup> 1886

Mess Duke and Smith

**Bought of RIDDICK & BAKER,**  
**Dealers in Stoves, Tinware, Crockery and Housefurnishing Goods.**

**Roofing, Gutting and Repairing Done Promptly.**

|       |         |                                                          |                |
|-------|---------|----------------------------------------------------------|----------------|
| 86    | July 17 | To 2 Sugar Scoops - for order                            | 1.50           |
| "     | "       | " 2 joints Stove Pipe - 25 -                             | .50            |
| May 5 | "       | Making 1 Gabled Iron Smoke Stack -<br>for Engine House - | 12 00          |
|       |         |                                                          | <u>\$14.00</u> |

Duke Smith

Riddick Baker

\$14.75

Mess Kunk &amp; Smith

1886

Tr J. M. Butler

|                                          |               |
|------------------------------------------|---------------|
| July 9 <sup>th</sup> / for wheels & axle | \$12.50       |
| upsetting & arching axle                 | 5.00          |
| 1 Hand Hammer                            | 1.50          |
| 1 Cold Chisel                            | .50           |
|                                          | <hr/> \$19.50 |

Duke Smith  
In acct with  
J M Butler  
\$19<sup>50</sup>

Duke & Smith  
To B. F. Pierce

Dr.

1886  
May

To 600 lbs. fodder @ \$1-

\$6.<sup>00</sup>

Sworn to before me this 20. day of  
November 1886.

Robt. W. Mentis,  
Coun. in Chancery.

B. T. Fernald  
Box

Mr. *Dupe & Smith* .....

On the *6/9* ..... day of *June* .....

Your Note for \$ *369<sup>33</sup>* .....

Endorsed by *W I Allen Co* .....

WILL BE DUE AT

**FARMERS BANK OF NANSEMOND,**

**SUFFOLK, VA.**

The  
garage

369106

97 and 99 Water Street.

Folio 447. Monthly Statement.

Norfolk Va., June 8 1886

Mr. Duxbury

W. F. ALLEN,  
J. T. BORUM,

To W. F. Allen & Co., Dr.

1886

*Statement Rend.*

mcL 13

*Bill Rend.*

134 15

11 29

“

14057

Apr 1/5

66

3424

may be

“

7129

June 9

In amt "~~note~~" due today 369 52,

6

369 52,

66

64

66

64

66

60

6

1

1

1

6

6

FLUIDS AND PROVISIONS A SPECIALTY.

H. F. Allen & Co

\$749.17

~~Mc<sup>5</sup> in Kuford~~  
~~\$2947.34~~

Folio

Monthly Statement

Norfolk, Va. June 1 1886  
Messrs. Drake & Smith  
Dunbar, Va.  
In account with Mayer & Co.,  
4 & 6 W. Market Square

Terms

Mayer & Co.  
24

To balance as per Statement rend.

To Adse. as per bill rend.

19 95  
9 75 29 70

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

Account of

Mayer & Co.

\$29.<sup>70</sup>



Wiley Tilden  
#18861

THE UNIVERSITY OF MICHIGAN LIBRARY

THE UNIVERSITY OF MICHIGAN LIBRARY

THE UNIVERSITY OF MICHIGAN LIBRARY

# WHOLESALE LIQUOR HOUSE

97 and 99 Water Street.

## MONTHLY STATEMENT

Norfolk, Va. June 9 1886

Messrs Duke & Smith

To W. F. Allen & Son, Dr.

Terms,

Statement rend.

Mar 29 Bill *Ch. Cider* 9 50

Fine Whiskies a Specialty.

DEAR SIR:—It is our custom to render a Statement, as above, to our customers on or about the first of each month, of all purchases made from us, whether such accounts are due or not, thus preventing unknown errors.

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

For such account as may be due, (if any), we should be obliged for an early remittance.

Yours truly,

W. F. ALLEN & SON.

W. F. Allen Son  
H. G. 50

# R. J. NEELY AND CO.,

Manufacturers, Wholesale and Retail Dealers in

Lumber of all kinds, Shingles, Coal, Sash,  
Doors, Blinds, &c.,

At New Wharf, Cor. London & Water Streets,

Portsmouth, Va., *July 22<sup>nd</sup> 1886*

*Mr Robert R Prentiss  
Suffolk Va  
Dear sir*

*Below you will  
find list of notes of Duke & Smith -  
which were endorsed by us*

*One note due June 7<sup>th</sup> 86 203.50  
    *Procent* 1.12  
Interest to July 19<sup>th</sup> 1.44 206.06*

*One note due May 5<sup>th</sup> 86 127.22  
    *Procent* 1.12  
Interest to July 19<sup>th</sup> 86 1.60 129.94*

*These two notes we took up and paid  
just as above stated and now hold in  
our office -*

*One note fell due July 6<sup>th</sup> 86 at  
Farmers Bank which they hold 300.00  
for \$300. 1.12  
    *Procent & interest* Int-  
making at present about \$301.12. Have you  
spoken to the Farmers Bank on the subject  
since we wrote on July 8<sup>th</sup> 86 - If you have  
anything of interest or what will probably be  
done I know soon please advise. Respectfully  
R J Neely & Co*

R. J. Neely & Co.

206.06

129.94

301.12

---

\$637.12

Suffolk, Va., ..... 1888

Messrs Duke & Smith

R. E. JONES,  
W. H. JONES, Jr.,  
Cashier Farmers Bank.

Bought of **JONES & BROTHER,**

—Wholesale and Retail Dealers in—

—**HAY, \* GRAIN, \* SHIP \* STUFF, \* COAL**—

**ICE, AGRICULTURAL LIME, R. R. CROSS-TIES, &c.**

|      |    |      |            |                   |      |         |
|------|----|------|------------|-------------------|------|---------|
| 1886 |    |      |            |                   |      |         |
| Apr  | 13 | 2120 | \$ Tim Hay | @ 1 <sup>10</sup> | 2332 |         |
| May  | 25 | 2300 | " "        | @ 1 <sup>10</sup> | 2530 |         |
|      |    |      |            |                   |      | \$48 62 |

Jones. Bo.  
\$48. 62

Buckham &

Mr R. R. Prentiss  
June 29/86  
Dear Sir

You will find statement  
of Messrs. Knicker & Smith  
Acct that I was speak-  
ing to you about in  
yesterday.

Yours truly  
Wm Ballou

Fort Lewis  
Aug 2/86

Mr Prentiss  
Dear Sir Your  
Letter of Informa<sup>tion</sup>  
of the death of  
Mr Duke the Stoppage  
of Buisness &  
Instruction is  
Received & before  
me; Enclose find  
Statement of amount  
of Bill due me.  
Please to attend  
to this for me &  
take your Pay out  
of the Proceeds for  
your trouble

or what ever  
Expense is Proper  
& oblige  
yourself  
Respectfully  
R. Macomber

Port Ferris  
July 15/86

Dear Sir, I  
would be very  
much pleased  
to hear from  
you & a check for  
Bill; or, I would  
like to hear from  
you in some way  
whether you have  
received Whales  
& Axes & whether  
you like them, or  
say something  
yourself as ever  
in Macomber

Office of J. Gray Reid

GRAIN AND HAY,

132 WATER STREET,

Norfolk, Va., July 16<sup>th</sup> 1886

Mess Duke & Smith

Sunbury NC

~~My~~ Dear Sirs. You have a statement of  
a bill of May 7<sup>th</sup> for \$50.00. I saw by the papers  
a notice of your sad loss. and was very much  
shocked and grieved. and have refrained  
on this account ~~from~~ from mentioning it before  
though I have been and am now very  
much in need of funds, and you will  
accommodate me very much if you can remit  
Yr Very truly

J. Gray Reid

Wm. A. R. 1850

1850

Wm. A. R. 1850

J. Gray Reid  
\$50.04

Wm. A. R. 1850

Wm. A. R. 1850

|   |                          |                                  |            |
|---|--------------------------|----------------------------------|------------|
| ✓ | Ryland & Brooks.         |                                  | \$17306.23 |
| ✓ | Gay Mfg. Co.             | 20.97.74                         |            |
| ✓ |                          | <u>263.64</u>                    |            |
|   |                          |                                  | 2961.38    |
| ✓ | J. M. Seabury's Sons     |                                  | 406.60     |
| ✓ | Riddick Bunkley & Co.    |                                  | 1430.82    |
| ✓ | Robt. T. Wright & Co.    |                                  | 320.95     |
| ✓ | Sichel, Kellen & Co.     |                                  | 262.       |
| ✓ | J. Whitehill & Co.       |                                  | 305.50     |
| ✓ | Oberdorfer & Co.         |                                  | 56.60      |
| ✓ | Jones & Bro.             | note \$128                       |            |
| ✓ |                          | apd <u>48.62</u>                 |            |
|   |                          |                                  | 176.62     |
| ✓ | R. J. Keely & Co.        | 3 notes                          | 637.12     |
| ✓ | Malley & Kiden           |                                  | 188.61     |
| ✓ | W. L. Daughtrey          | 2 notes ? int. from 21 July 1886 | 80.        |
| ✓ | Furness Bank of Montreal | notes                            |            |
| ✓ |                          | 375. endorsed A. L. Schurdt      |            |
| ✓ |                          | 330. " Bradshaw D.S.             |            |
| ✓ |                          | 430. " Smith, Harrell D.S.       |            |
| ✓ |                          | <u>400.</u> " D. C. Harrell.     | 1555.—     |
| ✓ | W. R. Smith              |                                  | 1000       |
| ✓ | James E. Johnson         | Due bill                         | 200.       |
| ✓ | J. Gray Reid             |                                  | 50.04      |
| ✓ | James & Delaney Eng. Co. |                                  | 19.90      |
| ✓ | Jos. F. Webb             |                                  | 16.95      |
| ✓ | Darden & Eley            |                                  | 85.02      |
| ✓ | Dorsetmouth Times        |                                  | 5.         |
| ✓ | Wm Eley & Bro            | ?                                | 3.95       |
| ✓ | Wm Eley                  |                                  | 87.50      |
|   |                          |                                  | 27155.79   |

|   |                           |                        |
|---|---------------------------|------------------------|
|   | Forward                   | 27155.79               |
| ✓ | Wm Eley's Exrs            | 175.                   |
| ✓ | Suffolk                   | 21.40                  |
| ✓ | Suffolk Herald            | 15.75                  |
| ✓ | C. M. Ballard             | 10.92                  |
| ✓ | J. E. Morgan              | 30.                    |
| ✓ | M. Beutons & Son          | 36.43                  |
| ✓ | J. G. Williams            | 3.88                   |
| ✓ | Causey & Jordan           | 2.50                   |
| ✓ | Augustine & Harwood       | 68.86                  |
| ✓ | Waleville Infq. Co.       | 255.                   |
| ✓ | M. Macomber               | 98.                    |
| ✓ | Rose, Whitehurst & Co.    | 14.59                  |
| ✓ | Crosby & Ryan             | 52.40                  |
| ✓ | John C. Smith             | 11                     |
| ✓ | Ballard Smith             | 27.98                  |
| ✓ | Elisha Butler             | 122.45                 |
| ✓ | J. J. Brinkley            | 25.07                  |
| ✓ | Stephen D. Ballard        | 300.83                 |
| ✓ | Edward Briggs decd.       | 254.52                 |
| ✓ | Edward Parker decd. say ? | 140.                   |
| ✓ | James M. Rea              | 86.07                  |
| ✓ | Q. S. Eley                | 38.91<br>12.44 = 51.35 |
| ✓ | Riddick & Baker           | 14.                    |
| ✓ | D. C. Harrell & Co.       | 196.82                 |
| ✓ | James M. Butler           | 19.50                  |
| ✓ | B. F. Price               | 6.                     |
| ✓ | W. F. Allen & Co.         | 749.77                 |

Geo. H. Barney  
agent

|   |                    |         |
|---|--------------------|---------|
| ✓ | W. F. Allen & Sons | 9.50    |
| ✓ | Mayr & Co          | 29.70   |
| ✓ | A. W. Bradshaw.    | 8 19.87 |

The Commercial Bank of Suffolk  
for Sydney T. Ellis, Trustee.  
Judgments Nausemond Circuit Court  
October Term 1886. -

|   |                              |                                                       |         |
|---|------------------------------|-------------------------------------------------------|---------|
| ✓ | Smith & A. L. Johns.         | \$218. <sup>15</sup> due 17 Sep. 1885-<br>8.20 Costs. |         |
| ✓ | Do & D. K. Russell           | 127.15 due 14 Sep. 1885-<br>8.10 Costs.               | ✓       |
| ✓ | Do & Do. J. M. Burt. & D. S. | 482.50 due 25 Nov. 1885-<br>11.60 Costs.              |         |
| ✓ | Do & Ballard Smith           | 674.26 due 14 Sep. 1885-<br>8.30 Costs.               |         |
|   |                              | <u>1538.26</u>                                        | 1538.26 |
| ✓ | Note endorsed E. W. Turner   | \$84. 10 Aug. 1885-                                   | 84.     |

|                 |
|-----------------|
| 31359.17        |
| 17306.23        |
| <u>14052.94</u> |

Claims asserted v. D.H. Duke's Ex.  
Judgment Circuit Court Nausemood Co.  
April 1886. Fi-fa. in Sheriffs hands  
at Duke's death  
Commercial Bank of Suffolk (for Sydney  
T. Ellis, Trustee)

✓ \$377.<sup>25</sup> Interest 19 August 1885. \$88.<sup>00</sup> Loss  
against R. S. Claw, W. R. Culley D.H. Duke.

✓ Note in favor of Same  
\$67.<sup>15</sup> Int. 19 Sept. 1885. drawn by  
D.H. Duke endorsed Geo. M. Murray.

Baltimore, March 1. 1886.

Messrs Duke & Smith

In account with RYLAND & BROOKS,  
Sundbury  
No. 56 WEST FALLS AVENUE.

1886

|           |                              |                |
|-----------|------------------------------|----------------|
| July 8.   | To Balance. as per statement | 4098 94        |
| 19 "      | leash.                       | 18 92          |
| "         | accep due. July 8.           | 900            |
| 23 "      | leash.                       | 55             |
| July 10 " |                              | 150            |
| 13 "      | accep. due apl 12.           | 850            |
| 16 "      | " " " 17                     | 250            |
| 19 "      | " " " Mch 23.                | 1000           |
| " "       | " " " apl 22.                | 250            |
| " "       | "leash. (note ret'd)         | 1002 22        |
| 25 "      | accep due. apl 27.           | 650            |
| " "       | " " " 29                     | 525            |
| 27 "      | " " " 30.                    | 300            |
|           |                              | <hr/> 10050.08 |

1886

credits

|           |                                       |               |
|-----------|---------------------------------------|---------------|
| July 11.  | By note due. March 15.                | 825           |
| July 24 " | leash. " note afterward paid by you " | 1002 22       |
| 25 "      | note due May 26.                      | 1000          |
| 26 "      | "Sales" June 26.                      | 1000          |
| 27 "      | Note due June 15.                     | 4365          |
| " "       | " " June 30.                          | 1500          |
|           |                                       | <hr/> 6870 87 |
|           |                                       | 3179 21       |
|           |                                       | <hr/> 130 47  |
|           |                                       | 3309 68       |
|           | Diff in Int. to March 1.              |               |

Baltimore, June 1. 1886.

Messrs Duke & Smith

In account with RYLAND & BROOKS,

NO. 56 WEST FALLS AVENUE.

1886

|     |    |                                   |               |
|-----|----|-----------------------------------|---------------|
| May | 1. | To Balance as per statement rec'd | 2858.79       |
|     | 5  | " Our accep. due Aug 7.           | 1000.         |
|     | 7  | " Cash.                           | 157.56        |
|     | 10 | " Our accep. due July 13.         | 1600.         |
|     | 24 | " Our accep. due July 26.         | 1000.         |
|     | "  | " Insurance. " J. H. Huddell "    | 40.           |
|     | 27 | " Our accep. due July 29.         | 1000          |
|     |    |                                   | <hr/> 7656.35 |

|     |    |                              |               |
|-----|----|------------------------------|---------------|
|     |    | <u>Credit.</u>               |               |
| May | 1. | By note due Sept 2.          | 1500.         |
|     | 28 | " " " " 24                   | 1250.         |
|     | 28 | " Sales.                     | 1154.88       |
|     |    |                              | <hr/> 3721.47 |
|     |    | To. Int. - diff to June 1st. | 20.13         |
|     |    |                              | <hr/> 3741.60 |

## STATEMENT.

Messrs Duke &amp; Smith.

TO RYLAND &amp; BROOKS, DR.

NO. 56 WEST FALLS AVENUE.

1886

|      |     |                                                         |                                           |
|------|-----|---------------------------------------------------------|-------------------------------------------|
| June | 1.  | To Balance as per statement rend                        | 3741 60                                   |
|      | 16. | cash, noted due this date & chgs.                       | <sup>1000</sup><br><sub>222</sub> 1002 22 |
|      | 25. | " " " " "                                               | 1502 22                                   |
|      | 26. | " " " " "                                               | 1002 22                                   |
|      | 29. | " " " " "                                               | 1202 22                                   |
|      | 30. | " " " " "                                               | 1502 22                                   |
|      | 19. | Interest on Sap. Cargo Ach. Riley - Sales rend June 19. | 2735                                      |
| July | 19. | cash, noted due this date & chgs.                       | 1831 06                                   |
| Aug  | 2.  | " " " " "                                               | 1202 22                                   |
|      | 6.  | " " " " "                                               | 502 32                                    |
|      | 13. | " " " " "                                               | 1302 22                                   |
|      | 25. | " " " " "                                               | 2102 22                                   |
|      | 27. | " " " " "                                               | 1502 32                                   |
| Sept | 2.  | " " " " "                                               | 1502 37                                   |
|      | 24. | " " " " "                                               | 1252 22                                   |
| Octo | 2.  | Interest on sale part cargo "W. J. Carroll"             | 410                                       |
|      |     | Interest to Octo. 16.                                   | 311 09                                    |
|      |     |                                                         | <u>21492.19</u>                           |
|      |     | Credit.                                                 |                                           |
| June | 10. | By Sales Lot by Jas. Phelps.                            | 33 28                                     |
|      | 19. | " " " Mary Riley.                                       | 1846 16                                   |
|      | 23. | " " Lot by A. B. Fields.                                | 83 19                                     |
| Sept | 30. | " " " Lizzie V. Hall.                                   | 1751 52                                   |
| Octo | 2.  | " " " W. J. Carroll.                                    | 427 24                                    |
|      |     | Interest to Octo 16.                                    | <u>4457 41</u>                            |
|      |     |                                                         | <u>17306 23</u>                           |

~~Sworn to and subscribed by me~~

State of Virginia

County of Hanover

This day S. P. Ryland Jr. personally appeared before me and made oath that the above account against Duke & Smith is correct is justly due and that no part of the same has been paid. - Given under my hand this 19. day of Octo 1886. -

Chas. H. H. H.  
Notary Public

S. P. RYLAND, JR.  
CHAUNCEY BROOKS.

Baltimore, Sept 30. 1886.

Sales of Lumber Yellow Pine received per  
Mr. Leppie V. Hall. for account of Duke & Smith

By RYLAND & BROOKS,

LUMBER COMMISSION MERCHANTS.

No. 56 WEST FALLS AVENUE.

New York

|                                        |                      |        |        |
|----------------------------------------|----------------------|--------|--------|
| 44996 ft timber                        | 14.                  | 62994  |        |
| 128445 "                               | 13 <sup>25</sup>     | 170188 |        |
| 15235 "                                | 9.                   | 13711  |        |
| 7221 " 16ft.                           | 16                   | 11553  |        |
| 5431 " 4/4 bds 1st                     | 10 <sup>33 1/3</sup> | 5612   |        |
| 1512 " do 2                            |                      |        |        |
| <u>202840</u>                          |                      |        | 264058 |
| loss in over lengths to complete Bill. |                      |        |        |

CHARGES:

FREIGHT,

~~WHARFAGE,~~

Insurance

HANDLING & INSPECTION, <sup>Handling & Inspec.</sup> <sup>50.71</sup>

COMMISSION,

NET PROCEEDS.

RYLAND & BROOKS,

per

E. & A. E.

|       |               |
|-------|---------------|
| 63120 |               |
| 1950  |               |
| 10633 |               |
| 13203 | 88906         |
|       | <u>175152</u> |

S. P. RYLAND, Jr.  
CHAUNCEY BROOKS.

Baltimore.

Oct. 2. 1886

Sales of Lumber Yellow Pine received per  
Sch. W. J. Carroll for account of Duke & Smith

**By RYLAND & BROOKS,**  
**LUMBER COMMISSION MERCHANTS.**  
**No. 56 WEST FALLS AVENUE.**

|         |                      |      |        |        |
|---------|----------------------|------|--------|--------|
| 4230 ft | 6/4 x 18             | 20.  | 8460   |        |
| 4616 "  | 4/4, 5/4 x 6/4 Clear | 15.  | 6924   |        |
| 4971 "  | do Rough             | 12.  | 5965   |        |
| 8513 "  | 4/4 No 1             | 15.  | 127.69 |        |
| 4910 "  | 2                    | 12.  | 58.92  |        |
| 525 "   | Rough                | 9.50 | 499    |        |
| 22753 " | Plank                | 10.  | 22753  |        |
| 1417 "  | Cond.                | 12.5 | 177    | 634.39 |
| 51935   |                      |      |        |        |

CHARGES

23876 ft reshipped to Balto & 125 from S.C.

FREIGHT

27.46  
78.46

105.92

WHARFAGE

Rehandling

HANDLING & 12 INSPECTION

15.58  
15.58

38.35

31.16

COMMISSION

31.72

207.15

#460 Charged to &c discount  
all over purchaser of part cargo  
E. O. E.

NET PROCEEDS  
RYLAND & BROOKS

Myers

427.24

D.S.

Dwight Smith

Taxes for 1886 in Yates Co.  
Ch. & ~~Pay~~ payable to  
R. G. Dennis. 2 \$69.67  
34.84

188



Manufacturers of and Dealers in

### ESTIMATES GIVEN ON APPLICATION.

1885-

|     |      |     |    |      |         |      |                   |           |
|-----|------|-----|----|------|---------|------|-------------------|-----------|
|     |      | Oct | 20 | Wmly | 347 per | fly  | Comie Bldg        | 1,38      |
| "   | "    | "   | "  | "    | 1523    | "    | " Reddels Stn     | 6,09      |
| "   | "    | "   | "  | "    | 1536    | "    | " Commercial Bldg | 6,14      |
| "   | 1884 | 24  | "  | "    | Bill    | Rend | for L. Gardner,   | 22,19     |
| Nov | 24   | "   | "  | "    | "       | "    | A S. Eley         | 26,20     |
|     |      |     |    |      |         |      |                   | <hr/>     |
|     |      |     |    |      |         |      |                   | \$3401,81 |
|     |      |     |    |      |         |      |                   | 2571 94   |
|     |      |     |    |      |         |      |                   | <hr/>     |
|     |      |     |    |      |         |      |                   | \$82987   |

# Bought of BRADSHAW, GUM & CO.

Manufacturers of and Dealers in

YELLOW PINE LUMBER, FLOORING, CEILING, BRACKETS,  
Mouldings, Stair Rails and Turned Work.

ESTIMATES GIVEN ON APPLICATION.

1885

|      |    |                                  |  |         |
|------|----|----------------------------------|--|---------|
| Apr  |    | Ant Port - Over                  |  | 319136  |
| "    | 4  | To Leath Duke                    |  | 20,00   |
| "    | 7  | " Mty 79 ft - flooring sold      |  | ,31     |
| "    | 21 | " " 32 - - - - - order           |  | 12      |
| May  | 2  | " " 1000 - - - R. Schmeel        |  | 4,00    |
| "    | 5  | " " 75 - - - - - Sold            |  | 30      |
| "    |    | " " 50 - - - - - do              |  | 20      |
| "    | 13 | " Lmty 2500 - - - W. Bond. order |  | 6,25    |
| June | 15 | " " 1125 - - - - - "             |  | 2,81    |
| "    | 18 | " Mty 75 - - - fly sold          |  | ,30     |
| "    | 26 | " " 600 - - - " Cher. Hill order |  | 2,40    |
| July | 29 | " " 1470 - - - " Commercial Bk " |  | 5,88    |
| "    | 30 | " " 900 - - - - - " " "          |  | 3,60    |
| Aug  | 3  | " " 600 - - - Wallum. Kelly Str  |  | 2,40    |
| "    | 5  | " " 1800 - - - Halend Str order  |  | 7,20    |
| "    |    | " " 1713 - - - Browns. Str "     |  | 6,85    |
| "    |    | " " 1300 - - - " " "             |  | 5,20    |
| "    | 11 | " " 3500 - - - Kellner " "       |  | 14,00   |
| "    | 12 | " " 533 - - - " " "              |  | 2,13    |
| "    | 17 | " " 860 - - - Frank Ely " "      |  | 3,44    |
| "    | 22 | " " 1732 - - - Browns. " "       |  | 6,92    |
| "    | 25 | " " 500 - - - " " "              |  | 2,00    |
| Sept | 1  | " " 500 - - - F. J. Mehlman " "  |  | 2,00    |
| "    | 2  | " " 500 - - - do " "             |  | 2,00    |
| "    |    | " " 500 - - - R. W. Bond. " " "  |  | 2,00    |
| "    | 4  | " " 2600 - - - fly Riddick " "   |  | 10,40   |
| "    | 8  | " " 1162 - - - " " " "           |  | 4,65    |
| "    | 10 | " " 769 - - - " " " "            |  | 3,07    |
| "    | 11 | " " 460 - - - " " " "            |  | 1,84    |
| "    | 11 | " " 458 - - - " " " "            |  | 1,83    |
| "    | 12 | " " 2538 - - - " " " "           |  | 10,15   |
| "    | 14 | " " 1345 - - - " " " "           |  | 5,38    |
| "    | 16 | " " 800 - - - Commercial Bk "    |  | 3,20    |
| "    |    | " " 200 - - - do " "             |  | 80      |
| "    | 17 | " " 200 - - - do " "             |  | 80      |
| "    |    | " " 1007 - - - do " "            |  | 4,02    |
|      |    |                                  |  | 3339,81 |

# Bought of BRADSHAW, GUM & CO.

Manufacturers of and Dealers in

YELLOW PINE LUMBER, FLOORING, CEILING, BRACKETS,  
Mouldings, Stair Rails and Turned Work.

ESTIMATES GIVEN ON APPLICATION.

1884

|      |    |                                                       |         |
|------|----|-------------------------------------------------------|---------|
| Nov  |    | Contd Bst Over                                        | 2596.06 |
| "    | 28 | To Wrtg 100 per-flg Sold                              | .40     |
| "    | "  | " Dring 300 " W B. ord. Lemuel High-                  | 1.25    |
| "    | "  | " Wrtg 900 " flig Wm Baltan <sup>order</sup>          | 3.60    |
| Dec  | 1  | " " 300 " " S L Harrell                               | 1.20    |
| "    | 1  | " " Check Commercial Bank                             | 27.00   |
| "    | 11 | " " 700 per-flig Baker Bros.                          | 2.80    |
| "    | 12 | " " 250 " " S L Harrell                               | 1.00    |
| "    | 26 | " " Bill Rnd for Baker Bros.                          | 119.46  |
| "    | 31 | " " 60 per-flig S L Harrell                           | .24     |
| "    | 31 | " " 75 " " R H Lehmann                                | .30     |
| 1885 | 8  | " " 350 " " Baker Bros.                               | 1.40    |
| Jan  | "  | " " 200 " " R H Lehmann                               | .80     |
| "    | "  | " " 50 " " Sold                                       | .20     |
| "    | 10 | " " 100 " " " " "                                     | .40     |
| "    | 12 | " " 1200 " R W B. D. J. in Leely                      | 4.80    |
| "    | 14 | " " 400 " " " " "                                     | 1.60    |
| "    | 15 | " " Dring 2500 per-flig J W B. D. J. <sup>order</sup> | 10.00   |
| "    | "  | " " 88 3814 " Bnd. do                                 | 9.53    |
| "    | "  | " " 88 3125 " " do                                    | 12.50   |
| "    | 29 | " " Bill Rnd for S L Harrell                          | 69.62   |
| Feb  | 11 | " " 100 per-flig                                      | .40     |
| "    | 12 | " " 1000 " R. W B. D. J. in Leely                     | 4.00    |
| "    | 17 | " " 756 " flig do                                     | 3.02    |
| "    | 18 | " " 60 " " Sold                                       | .24     |
| "    | "  | " " 300 " " for M Baltan <sup>order</sup>             | 1.20    |
| Mch  | 3  | " " Dring 4200 " W B. D. Persange                     | 8.40    |
| "    | "  | " " Wrtg 1244 ft-flg J. in Leely                      | 4.97    |
| "    | 7  | " " 150 " " Sold                                      | .60     |
| "    | 9  | " " Check                                             | 75.00   |
| "    | 12 | " " Wrtg 1200 per-flig R A. Chmce                     | 4.80    |
| "    | 16 | " " 1100 " " " "                                      | 4.40    |
| "    | 19 | " " 32 per-Rust W B. D. J. in Leely                   | .12     |
| "    | 21 | " " 1300 " flig R A. Chmce                            | 5.20    |
| "    | "  | " " Bill Rnd for J. in Leely                          | 83.38   |
| "    | "  | " " R A. Lehmann                                      | 79.05   |
| "    | "  | " " Check Commercial Bank                             | 52.42   |
|      |    |                                                       | 3191.36 |

# Bought of BRADSHAW, GUM & CO.

Manufacturers of and Dealers in

YELLOW PINE LUMBER, FLOORING, CEILING, BRACKETS,  
Mouldings, Stair Rails and Turned Work.

ESTIMATES GIVEN ON APPLICATION.

|      |    |                                                       |         |
|------|----|-------------------------------------------------------|---------|
| 1884 |    | Ant Port-Forward                                      | 2152.84 |
| Oct  | 11 | To Mtg 2062 per-fly Gelo                              | 8.25    |
| "    | 13 | " Check Current Bank                                  | 50.00   |
| "    | 14 | " Mtg 1896 per-fly Gelo                               | 7.58    |
| "    | 17 | " " 500 " " So                                        | 2.00    |
| "    | "  | " " 39 " " Sred                                       | .15     |
| "    | 18 | " " 775.25 " " S. S. Sely                             | 3.10    |
| "    | 20 | " " 110 " " Sred                                      | .50     |
| "    | "  | " " 22 " Rustie W.B.D. Sred                           | .44     |
| "    | "  | " " 225 " flying Sred                                 | .09     |
| "    | 22 | " " 3269 " " Gelo                                     | 1.00    |
| "    | "  | " " 1722 " " S. L. Hamel                              | 14.87   |
| "    | "  | " " 333 " " Sred                                      | 6.89    |
| "    | 25 | " " 278 " " S. L. Hamel                               | 1.33    |
| "    | 27 | " " 500 " " Sred                                      | 1.11    |
| "    | 30 | " " 50 " " So                                         | 2.00    |
| "    | "  | " " 772 " " Gelo                                      | 20      |
| Nov  | 1  | " " 270 " " Baker Bros. <sup>Parsonage</sup>          | 3.09    |
| "    | 3  | " " 203 " " So                                        | 1.08    |
| "    | "  | " " 337 " " So                                        | .81     |
| "    | 5  | " " 800 <sup>Piece</sup> & 2000 lumber for Baker Bros | 1.35    |
| "    | 8  | " " Cash Paid S. W. Dike                              | 2.50    |
| "    | 10 | " " Leach " "                                         | 20.00   |
| "    | "  | " " Leach for Gelo                                    | 27.66   |
| "    | 11 | " " 3527 per-fly Baker Bros.                          | 50.00   |
| "    | 12 | " " Leach                                             | 14.10   |
| "    | "  | " " Drops -                                           | 33.12   |
| "    | 13 | " " 400 per-fly Sred                                  | 174.29  |
| "    | "  | " " 263 " " Baker Bros                                | 1.60    |
| "    | 15 | " " 50 per Rustie W.B.D. Sred                         | 1.05    |
| "    | "  | " " 220 " flying                                      | .20     |
| "    | 21 | " " 542 " " S. L. Hamel                               | .88     |
| "    | 24 | " " 1000 " " Baker Bros.                              | 2.16    |
| "    | "  | " " 30 " " Sred                                       | 4.00    |
| "    | 25 | " " 500 " " "                                         | .12     |
| "    | "  | " " 100 " " "                                         | 2.00    |
| "    | "  | " " 1000 " " E. L. Ballard                            | .40     |
| "    | "  | " " Per order                                         | 4.00    |
|      |    |                                                       | 2596.06 |

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ESTIMATES GIVEN ON APPLICATION.

|      |    |                                |         |
|------|----|--------------------------------|---------|
| 1884 |    | Ant Bst-forward                | 1692.65 |
| Aug  | 16 | To Mtg 550 fut-fly Sued        | 2.20    |
| "    | "  | " " 148 " 41-                  | .59     |
| "    | "  | Bill Rnd for Jerry Jones,      | 33.75   |
| "    | "  | Mtg 569 fut-fly Philipp Becker | 2.28    |
| "    | 18 | " " 250 " " W & Lehmans        | 1.00    |
| "    | 21 | " " 1550 " " Henry Jones,      | 6.20    |
| "    | "  | " " 100 " " Sued               | .40     |
| "    | 25 | " " 103 " " do                 | .41     |
| "    | "  | Bill Rnd for Henry Jones       | 32.14   |
| "    | 26 | Mtg 260 fut-fly <del>40</del>  | 1.04    |
| "    | "  | " " 60 " "                     | .24     |
| "    | 27 | " " 1500 " "                   | 6.00    |
| "    | "  | Bill Rnd for J R. Baker        | 97.20   |
| "    | "  | Mtg 1000 fut-fly W & Lehmans.  | 4.00    |
| Sept | 1  | " " 750 " " Russell Riddell    | 3.00    |
| "    | 2  | Bill Rnd for R. H. Lehmans     | 95.80   |
| "    | 3  | Rffg & Lumber for Wagner       | .50     |
| "    | 15 | Mtg 300 fut-fly Sued           | 1.20    |
| "    | 16 | " " 100 " "                    | .40     |
| "    | 19 | " " 760 " "                    | 3.04    |
| "    | 19 | " " 800 " " W & Lehmans        | 3.20    |
| "    | 20 | Check Commercial Bank          | 75.00   |
| "    | 22 | Mtg 200 fut-fly W & Lehmans.   | .80     |
| "    | "  | " " 3300 " " Joe Myer-         | 13.20   |
| "    | "  | " " 450 " " Mr Barry           | 1.80    |
| "    | "  | Lumg 290 " Bed. do             | 1.02    |
| "    | 26 | Mtg 460 " fly P Becker         | 1.84    |
| "    | 30 | " " 400 " " Sued               | 1.60    |
| Oct  | 2  | Bill Rnd for W & Lehmans.      | 54.00   |
| "    | 6  | " 100 fut-fly Sued             | .40     |
| "    | 7  | " 250 " " Sued                 | 1.00    |
| "    | 8  | " 913 " " Sued                 | 3.65    |
| "    | 8  | " 1745 " " Leds                | 6.98    |
| "    | 9  | " 500 " " Sued                 | 2.00    |
| "    | 9  | " 578 " " do                   | 2.31    |
|      |    |                                | 2152.84 |

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ESTIMATES GIVEN ON APPLICATION.

|      |    |                                             |          |
|------|----|---------------------------------------------|----------|
| 1884 |    | Out Port forward                            | 13,16,75 |
| July | 8  | To Mktg 600 per flying S L Hamell           | 2,40     |
| "    | 9  | " " 700 " " Philipp Becker                  | 2,80     |
| "    | 12 | " " 1800 " " Christin Church                | 7,20     |
| "    | 14 | " " 850 " " Sord                            | 3,40     |
| "    | "  | " " 1500 " " Christin Church                | 6,00     |
| "    | "  | " " 375 " " Jerry Jones                     | 1,50     |
| "    | 16 | " Dring 2600 " Wm B. Brock, 2 <sup>00</sup> | 5,20     |
| "    | 17 | " Mktg 505 " fly Philipp Becker             | 2,02     |
| "    | "  | " Dring 120 " Stuffs 50 25                  | 30       |
| "    | "  | " Mktg 286 " " Burrill Reddick              | 1,14     |
| "    | 21 | " To 2 checks \$1880 26.20                  | 45,00    |
| "    | "  | " Dring 138 per W B. Brock. Henry Jones     | 28       |
| "    | "  | " Mktg 643 " fly Henry Jones                | 2,57     |
| "    | 22 | " " 280 " H L fly 50                        | 1,12     |
| "    | "  | " " 210 " Mch " 50                          | 84       |
| "    | 23 | " " 947 " " " 50                            | 3,79     |
| "    | "  | " " 60 " Sord                               | 24       |
| "    | 25 | " " 1000 " S L Hamell                       | 4,00     |
| "    | 28 | " " 200 " Sord                              | ,80      |
| "    | "  | " " 100 " "                                 | ,40      |
| "    | "  | " " 1500 " R H Hamell                       | 6,00     |
| "    | "  | " " 1000 " 50                               | 4,00     |
| "    | "  | " " 100 " Sord                              | ,80      |
| "    | "  | " " 100 " 50                                | 40       |
| "    | 29 | " " 200 " 50                                | 80       |
| Aug  | 4  | " Bill Rnd Henry Jones                      | 65,10    |
| "    | "  | " " Col Ely                                 | 73,02    |
| "    | "  | " " S L Hamell                              | 52,85    |
| "    | "  | " " Christin Church                         | 73,23    |
| "    | 5  | " 200 per fly Sord                          | ,80      |
| "    | 8  | " 150 " " "                                 | ,60      |
| "    | 9  | " 75 " " "                                  | ,30      |
| "    | 12 | " Dring 2200 per W B. Brock. 20             | 4,40     |
| "    | "  | " Mktg 200 " fly                            | ,80      |
| "    | 14 | " " 550 " "                                 | 2,20     |
|      |    |                                             | 1692,65  |

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ESTIMATES GIVEN ON APPLICATION.

|      |    |                                                       |         |
|------|----|-------------------------------------------------------|---------|
| 1884 |    | Am't Bro't forward                                    | 620.79  |
| May  | 15 | To Cash Paide Duke                                    | 8.00    |
| "    | 16 | To Mtg 3800 feet - flying Brunel Riddick              | 15.20   |
| "    | 19 | " " 350 " sold                                        | 1.40    |
| "    | 21 | " " 50 " "                                            | .20     |
| "    | "  | " " 2156 feet - Maester Bros, Phelps <sup>Baker</sup> | 4.31    |
| "    | "  | " " 448 " " " "                                       | .90     |
| "    | "  | " " 500 " " R Le Brewer                               | 1.00    |
| "    | 26 | " Mtg 60 feet - flying H1 - sold                      | .24     |
| "    | "  | " " 100 " " sold                                      | .40     |
| "    | 30 | " " 3400 " Rustie W Bros, J R Baker                   | 13.60   |
| "    | 31 | " " 1000 " Maester Bros,                              | 2.50    |
| June | 2  | " Bill Rend for Geo W Murray                          | 183.29  |
| "    | 2  | " " " " B B. Summelle                                 | 23.71   |
| "    | "  | " " " " Parker & Harrell                              | 51.93   |
| "    | "  | " " " " Robert Harrell                                | 84.96   |
| "    | "  | " " " " Baker Bros,                                   | 39.48   |
| "    | "  | " " " " Brunel Riddick                                | 68.40   |
| "    | 4  | " " 1000 feet - W Bros, Colonel Ely                   | 2.50    |
| "    | 7  | " Mtg 700 " H1 - fly R Le Brewer                      | 2.80    |
| "    | "  | " " 200 " 200 " "                                     | .80     |
| "    | "  | " " 700 feet - same                                   | .54     |
| "    | 9  | " Mtg 2000 feet - flying Jim Wallis                   | 8.00    |
| "    | 9  | " " 200 " sold                                        | .80     |
| "    | 16 | " " 2000 " J R Baker                                  | 8.00    |
| "    | "  | " " 1500 " R H Lehamel                                | 6.00    |
| "    | 18 | " " 500 " Jim Johnson                                 | 2.00    |
| "    | "  | " " 1500 " Jerry Jones,                               | 6.00    |
| "    | 20 | " " 2000 " S Le Harrell                               | 8.00    |
| "    | 23 | " " 1000 " sold                                       | 4.00    |
| "    | 28 | " " 1400 " Col Ely                                    | 5.60    |
| "    | "  | " " 50 " sold                                         | .20     |
| July | 2  | " Bill Rend for S L. Harrell                          | 36.00   |
| "    | 5  | " " " " Chas Commercial Bank                          | 100.00  |
| "    | "  | " Mtg 1300 feet - fly Col Ely                         | 5.20    |
|      |    |                                                       | 1316.75 |

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ESTIMATES GIVEN ON APPLICATION.

1884

|     |               |                                       |                   |  |                 |
|-----|---------------|---------------------------------------|-------------------|--|-----------------|
| Apr | 12            | To Dist Bld - found                   |                   |  | \$469.30        |
| "   | "             | " Mortg 18 ft - flg                   | J. F. Pinner      |  | .07             |
| "   | 16            | " " 1000 " "                          | W & Lehmans.      |  | 4.00            |
| "   | "             | " " 912 " "                           | Geo W Mung        |  | 3.65            |
| "   | "             | " " 150 " "                           | Lewis Whaley      |  | .60             |
| "   | "             | " " 30 " "                            | J. F. Pinner      |  | .12             |
| "   | 17            | " " 1024 " "                          | Geo W Mung        |  | 4.10            |
| "   | "             | " " 725 " "                           | do                |  | 2.90            |
| "   | 18            | " " 150 " "                           | J. F. Pinner      |  | .60             |
| "   | 21            | " " 154 " "                           | W & Lehmans       |  | .62             |
| "   | <del>40</del> | " " 72 " "                            | Lewis Whaley      |  | .29             |
| "   | "             | " " 280 " "                           | Sary Jackson      |  | 1.12            |
| "   | "             | " Bice Rnd Bldg of Le W Mung's Hl flg |                   |  | 2.57            |
| "   | "             | " " " " " do Mch "                    |                   |  | 2.70            |
| "   | "             | " " " " " " Watter & Charles,         |                   |  | 46.44           |
| "   | "             | " " " " " " W L Dwyer                 |                   |  | 4.55            |
| "   | 23            | " Mortg 125 ft - flg                  | Le W Mung         |  | .50             |
| "   | 28            | " " 1017 " "                          | Bumville          |  | 4.06            |
| "   | "             | " Leash To S W Bldg                   |                   |  | 15.00           |
| "   | "             | " " 3000 ft - flg                     | Geo W Mung        |  | 12.00           |
| may | 1             | " " 800 " "                           | Hanceel Robert    |  | 3.20            |
| "   | "             | " " 900 " "                           | do                |  | 3.60            |
| "   | "             | " " 1500 " "                          | Parker & Hanceel  |  | 6.00            |
| "   | "             | " " 175 " "                           | Gom Hallen        |  | .70             |
| "   | 2             | " " 300 " "                           | Bumville          |  | 1.20            |
| "   | "             | " " 1385 " "                          | Parker & Hanceel  |  | 5.54            |
| "   | 6             | " " 100 " "                           | Robert Hanceel Hl |  | 2.50            |
| "   | 8             | " " 182 " "                           | W & Lehmans,      |  | .73             |
| "   | 9             | " " 226 " "                           | Baker Bros        |  | .90             |
| "   | 13            | " " 100 " "                           | Sold              |  | .40             |
| "   | "             | " " 350 " "                           | do                |  | 1.40            |
| "   | "             | " " 1824 " "                          | Baker Bros        |  | 7.30            |
| "   | "             | " " 770 " "                           | R. Hanceel        |  | 3.08            |
| "   | 14            | " " 1800 " "                          | do                |  | 7.20            |
| "   | "             | " " 50 " "                            | Sold              |  | .20             |
| "   | 15            | " " 412 " "                           | "                 |  | 1.65            |
|     |               |                                       |                   |  | <u>\$620.79</u> |

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ESTIMATES GIVEN ON APPLICATION.

|      |    |                             |                  |        |
|------|----|-----------------------------|------------------|--------|
| 1884 |    | ant Brl - forward           |                  | 388 47 |
| Feb  | 7  | work 1500 feet - flooring   | J. F. Pinner     | 6.00   |
| "    | "  | 500 "                       | M Jones.         | 2.00   |
| "    | "  | 93 "                        | L. L. Gardner    | .37    |
| "    | 10 | 75 " seld                   |                  | .30    |
| "    | "  | 25 "                        | "                | .10    |
| "    | "  | 16 "                        | "                | .06    |
| "    | "  | 200 "                       | M Jones.         | .80    |
| "    | "  | 225 "                       | "                | .90    |
| "    | 11 | 45 "                        | L. L. Gardner    | .18    |
| "    | "  | 500 "                       | J. F. Pinner     | 2.00   |
| "    | "  | 40 "                        | Yelo             | .16    |
| "    | 12 | 500 "                       | J. F. Pinner     | 2.00   |
| "    | "  | 100 "                       | Seld             | .40    |
| "    | 13 | 60 "                        | "                | .24    |
| "    | 14 | 150 "                       | M Jones.         | .60    |
| "    | "  | 135 "                       | L. L. Gardner    | .54    |
| "    | 17 | 100 "                       | J. F. Pinner     | .40    |
| "    | 21 | 37 "                        | do               | .15    |
| "    | 22 | 150 "                       | Horace Philipp   | .60    |
| "    | 24 | 200 "                       | Lehrer & Co      | .80    |
| "    | 25 | 150 "                       | "                | .60    |
| "    | "  | 6000 Pairs for Gregg. fling |                  | 28.80  |
| "    | 27 | 1060                        | Hall + Hall      | 4.26   |
| "    | 28 | 300                         | "                | 1.20   |
| Apr  | 7  | 200                         | Horace Philipp   | .80    |
| "    | 10 | 182                         | W. P. Daugherty  | .73    |
| "    | "  | 1727                        | Geo. W. King     | 6.91   |
| "    | 11 | 503                         | Walter & Lehnert | 2.01   |
| "    | "  | 210                         | do do            | .84    |
| "    | "  | 713                         | do do            | 2.85   |
| "    | "  | 103                         | L. W. Wright     | .41    |
| "    | "  | 112                         | J. F. Pinner     | .45    |
| "    | 12 | 2795                        | Geo W King       | 11.18  |
| "    | "  | 147                         | L. W. Williams   | .59    |
| "    | "  | 150                         | do               | .60    |
|      |    |                             |                  | 469.30 |

1884

Out Bnd Forward

\$267.21

|      |    |    |                                    |                                     |                 |
|------|----|----|------------------------------------|-------------------------------------|-----------------|
| July | 14 | To | Working 250 ft - flying            | Sold                                | 1.00            |
| "    | 15 | "  | " 141 "                            | " Sold J. Gregg                     | .56             |
| "    | "  | "  | " 110 "                            | " Sold                              | .44             |
| "    | "  | "  | " 585 "                            | " Sold J. Gregg                     | 2.34            |
| "    | 17 | "  | " 400 "                            | " L. E. Gardner                     | 1.60            |
| "    | 17 | "  | " 400 "                            | " Sold M. Jones                     | 1.60            |
| "    | "  | "  | " 415 "                            | " Sold J. Gregg                     | 1.66            |
| "    | 21 | "  | " 548 "                            | " Sold J. R. Baker                  | 2.19            |
| "    | "  | "  | " 979 "                            | " do do                             | 3.92            |
| "    | 23 | "  | " 1473 "                           | " do do                             | 5.89            |
| "    | 29 | "  | " 176 "                            | " Sold                              | .70             |
| Feb  | 8  | "  | " 500 "                            | Sold - L. & W. Dyer <sup>Farm</sup> | 2.00            |
| "    | 12 | "  | " 100 "                            | " Sold                              | .40             |
| "    | 20 | "  | " 200 "                            | " Sold                              | .80             |
| "    | 22 | "  | " 960 "                            | " L. E. Gardner                     | 3.84            |
| "    | 26 | "  | " 100 "                            | " Sold                              | .40             |
| "    | 28 | "  | " 229 "                            | " Sold                              | .92             |
| "    | 29 | "  | " 1500 "                           | " Sold J. F. Pinner                 | 6.00            |
| Mar  | 3  | "  | Book To Buy for flying             | Sold J. F. Pinner                   | 27.00           |
| "    | "  | "  | Working 200 feet - flying          | Sold                                | .80             |
| "    | "  | "  | " 600 "                            | " Sold                              | 2.40            |
| "    | 4  | "  | " 200 "                            | " Sold                              | .80             |
| "    | "  | "  | Bill Rendma for J. R. Baker flying | 388.47                              | 54.00           |
|      |    |    |                                    |                                     | <u>\$388.47</u> |

Mr. Duke & Smith &  
2 H W Bradshaw

1881

|      |    |    |                                                   |              |
|------|----|----|---------------------------------------------------|--------------|
| May  | 1  | To | Ripping & Dressing Lumber                         | 2.50         |
| "    | 17 | "  | Ripping 2x3                                       | .50          |
| Feb  | 5  | "  | Spotting Carrylog wheels                          | 10.00        |
| "    | "  | "  | Painting Same do                                  | 1.50         |
| "    | 9  | "  | Turning 12 Rollers 25                             | 3.00         |
| "    | 21 | "  | Turning 5 do                                      | 1.25         |
| "    | "  | "  | furnishing 1 Roller                               | .12          |
| "    | "  | "  | hauling Rollers to Depot                          | .15          |
| "    | "  | "  | Freight - on Same                                 | .25          |
| Apr  | 15 | "  | Working 8640 feet - flooring 40                   | 34.56        |
| "    | "  | "  | SS 208 feet - Boards 25                           | 52           |
| June | 3  | "  | Dressing 7 Pieces 2x3-18                          | 26           |
| "    | "  | "  | Ripping Same                                      | .15          |
| "    | 5  | "  | Dressing & Ripping                                | .35          |
| "    | 24 | "  | Returning log wheels 4" head                      | 7.00         |
| "    | "  | "  | 100 lbs 4x 3/8 Line Iron 4                        | 4.00         |
| July | 8  | "  | Working 1786 feet - Rustic W Boards & flooring 40 | 7.14         |
| "    | 19 | "  | SS 1200 feet - W Boards                           | 3.00         |
| "    | "  | "  | Working 1870 feet - flooring                      | 7.48         |
| Aug  | 1  | "  | Dressing & Ripping                                | .45          |
| "    | "  | "  | 125 feet - flooring furnished 180                 | 2.12         |
| Sept | 8  | "  | Working 2530 feet - flooring                      | 10.12        |
| "    | 9  | "  | Ripping 2x8 & 4x8                                 | 1.00         |
| "    | 24 | "  | Working 2480 feet - flooring 40                   | 9.92         |
| Oct  | 11 | "  | Sawing 4x8                                        | .75          |
| "    | 19 | "  | SS 6508 feet - Boards -                           | 16.27        |
| "    | "  | "  | Working 490 feet - flooring Cottages              | 1.96         |
| Nov  | 1  | "  | do 325 " do S & Ely                               | 1.30         |
| "    | 4  | "  | do 230 " do S & Ely                               | .92          |
| "    | 7  | "  | do 1260 " do Cotton Mills                         | 5.04         |
| "    | 12 | "  | do 1757 " do Cotton do                            | .73          |
| "    | 18 | "  | do 480 " do " do                                  | 1.92         |
|      |    |    |                                                   | <hr/> 136.23 |

1881

Ant-Bros-Furber

136,23

|      |     |    |                  |         |              |                 |       |
|------|-----|----|------------------|---------|--------------|-----------------|-------|
| Nov  | 25  | To | Working          | 2846 ft | flew         | Cotton Mills    | 11,38 |
| "    | 29  | "  | "                | 1494    | "            | Langston        | 5,98  |
| "    | "   | "  | "                | 950     | "            | Cotton Mills    | 3,80  |
| Dec  | 29  | "  | "                | 1557    | "            | do              | 6,23  |
| 1882 | Jan | 17 | "                | 500     | "            | do              | 2,00  |
| "    | 23  | "  | "                | 1125    | "            | do              | 4,50  |
| "    | 26  | "  | "                | 890     | "            | J R Baker       | 3,56  |
| "    | 27  | "  | "                | 1014    | "            | do              | 4,05  |
| "    | 28  | "  | "                | 785     | "            | do              | 3,14  |
| "    | "   | "  | "                | 552     | "            | do              | 2,20  |
| "    | "   | "  | "                | \$8800  | fed - Barros | do              | 3,20  |
| June | 1   | "  | Working          | 10600   | fed - flying | M Jones         | 42,40 |
| July | 31  | "  | Repping          | ships   | to pile      | Lumber          | .50   |
| Nov  | 8   | "  | do               | do      | do           | do              | .50   |
| "    | 9   | "  | do               | do      | do           | do              | .50   |
| 1883 | "   | "  | Luning & hauling | 31      | Rollers      | 35              | 10,85 |
| Nov  | 28  | "  | Working          | 680     | fed - flying | Abraham Holland | 2,72  |
| "    | 29  | "  | do               | 319     | "            | J O Savage      | 1,27  |
| Dec  | 4   | "  | do               | 360     | "            | J O Savage      | 1,44  |
| Dec  | 4   | "  | do               | 75      | "            | Ben Smith       | .30   |
| "    | 8   | "  | do               | 320     | "            | Abraham Holland | 1,28  |
| "    | 10  | "  | do               | 221     | "            | J O Savage      | .88   |
| "    | 13  | "  | do               | 200     | "            | Sold            | .80   |
| "    | 17  | "  | do               | 75      | "            | Sold            | .30   |
| "    | "   | "  | do               | 200     | "            | J O Savage      | .80   |
| "    | "   | "  | do               | 60      | "            | Sold            | .24   |
| "    | 18  | "  | do               | 459     | "            | Sold            | 1,84  |
| "    | 31  | "  | do               | 250     | "            | Sold            | 1,00  |
| 1884 | Jan | 7  | "                | 22      | "            | Sold            | .09   |
| "    | 11  | "  | do               | 200     | "            | Sold            | .80   |
| "    | "   | "  | do               | 3058    | "            | E Totten        | 12,23 |
| "    | "   | "  | do               | 50      | "            | Sold            | .20   |

267,21

M

# Bought of BRADSHAW, GUM & CO.

Manufacturers of and Dealers in

YELLOW PINE LUMBER, FLOORING, CEILING, BRACKETS,  
Mouldings, Stair Rails and Turned Work.

ESTIMATES GIVEN ON APPLICATION.

1884

~~cut off over~~

2289.03

|                |    |    |      |           |                                      |       |
|----------------|----|----|------|-----------|--------------------------------------|-------|
| Nov            | 28 | By | 100  | per - fly | Sold                                 | 1.80  |
| <del>Dec</del> | 1  | "  | 300  | "         | De Henneel <sup>140</sup>            | 4.20  |
| "              | 11 | "  | 700  | "         | Baker Bros.                          | 12.60 |
| "              | 12 | "  | 250  | "         | " HI- De Henneel                     | 6.25  |
| "              | 31 | "  | 60   | "         | do                                   | 1.50  |
| 1885           | "  | "  | 75   | "         | fly R. A. Chumel                     | 1.35  |
| Jan            | 8  | "  | 350  | "         | Baker Bros.                          | 6.30  |
| "              | "  | "  | 200  | "         | " R. A. Chumel                       | 3.60  |
| "              | "  | "  | 50   | "         | Sold                                 | .90   |
| "              | 10 | "  | 100  | "         | do                                   | 1.80  |
| "              | 12 | "  | 1200 | "         | R. W. B. D. Jim Cully                | 21.60 |
| "              | 14 | "  | 400  | "         | do do                                | 7.20  |
| Feb            | 11 | "  | 100  | "         | fly Sold                             | 1.80  |
| "              | 12 | "  | 1000 | "         | R. W. B. D. Jim Cully                | 18.00 |
| "              | 17 | "  | 756  | "         | fly do                               | 13.60 |
| "              | 18 | "  | 60   | "         | " Sold                               | 1.08  |
| Mar            | 3  | "  | 1244 | "         | " Jim Cully                          | 22.40 |
| "              | 7  | "  | 150  | "         | " Sold                               | 2.70  |
| "              | 12 | "  | 1200 | "         | HI-fly R. A. Chumel <sup>2 1/2</sup> | 30.00 |
| "              | 16 | "  | 1100 | "         | Mar do <sup>1 80</sup>               | 19.80 |
| "              | 19 | "  | 32   | "         | R. W. B. D. Jim Cully <sup>80</sup>  | .58   |
| "              | 21 | "  | 1300 | "         | fly R. A. Chumel                     | 23.40 |
| Apr            | 7  | "  | 79   | "         | " Sold                               | 1.44  |
| "              | 21 | "  | 32   | "         | "                                    | .58   |
| May            | 2  | "  | 1000 | "         | " R. A. Chumel                       | 18.00 |
| "              | 5  | "  | 75   | "         | " Sold                               | 1.35  |
| "              | "  | "  | 50   | "         | "                                    | .90   |
| June           | 18 | "  | 75   | "         | " 25/5, 11                           | 1.35  |

2515.11

1884

Apr. 26 By 460 7/8 bds. 26 long 404  
May 23 " Bice send.  
July 19 " " "

4.87

22.28

29.68

2571.94

# Bought of BRADSHAW, GUM & CO.

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**YELLOW PINE LUMBER, FLOORING, CEILING, BRACKETS,  
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ESTIMATES GIVEN ON APPLICATION.

|      |    |                        |  |         |
|------|----|------------------------|--|---------|
| 1884 |    | Crut Bst - over        |  | 1851.65 |
| Oct  | 8  | Buy 1745 feet fly Zabo |  | 31.41   |
| "    | "  | 913 " " Sued           |  | 16.43   |
| "    | 9  | 500 " " so             |  | 9.00    |
| "    | "  | 578 " " so             |  | 10.40   |
| "    | 11 | 2062 " " Zabo          |  | 37.12   |
| "    | 14 | 1896 " " so            |  | 34.13   |
| "    | 17 | 500 " HI fly so        |  | 12.50   |
| "    | 18 | 125 " fly AS fly       |  | 2.25    |
| "    | "  | 775 " " so             |  | 13.95   |
| "    | 20 | 110 " " Sued           |  | 1.98    |
| "    | "  | 22 " Rustle W Bd, Sued |  | .40     |
| "    | "  | 225 " fly Sued         |  | 4.05    |
| "    | 22 | 3269 " " Zabo          |  | 58.84   |
| "    | "  | 1722 " " S L Hanell    |  | 31.99   |
| "    | "  | 333 " " Sued           |  | 5.99    |
| "    | 25 | 278 " " S L Hanell     |  | 5.00    |
| "    | 27 | 500 " " Sued           |  | 9.00    |
| "    | 30 | 50 " " Sued            |  | .90     |
| "    | "  | 772 " " Zabo           |  | 13.90   |
| Nov  | 1  | 270 " " Baker Bros.    |  | 4.86    |
| "    | 3  | 203 " " " 292          |  | 3.65    |
| "    | "  | 337 " HI " " 180       |  | 8.42    |
| "    | 11 | 3527 " " " 180         |  | 63.49   |
| "    | 13 | 400 " fly Sued         |  | 7.20    |
| "    | "  | 263 " HI " Baker       |  | 6.57    |
| "    | 15 | 50 " Rustle W Bd Sued  |  | .90     |
| "    | "  | 220 " fly Sued         |  | 3.96    |
| "    | 21 | 542 " " S L Hanell     |  | 9.75    |
| "    | 24 | 1000 " " Baker Bros.   |  | 18.00   |
| "    | "  | 30 " " Sued            |  | .54     |
| "    | 25 | 500 " " "              |  | 9.00    |
| "    | "  | 100 " " "              |  | 1.80    |
|      |    |                        |  | 2289.03 |

$$\begin{array}{r} 225- \\ 180 \\ \hline 18000 \\ 225- \\ \hline 405- \end{array}$$

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ESTIMATES GIVEN ON APPLICATION.

|      |    |     |      |         |                 |           |
|------|----|-----|------|---------|-----------------|-----------|
| 1884 |    | Ant | Post | from    |                 | \$1583.94 |
| July | 28 | By  | 1500 | for fly | R. H. Chumee    | 27.00     |
| "    | "  | "   | 1000 | "       | H. I. do        | 25.00     |
| "    | "  | "   | 100  | "       | fly Sued        | 1.80      |
| "    | "  | "   | 100  | "       | " do            | 1.80      |
| "    | 29 | "   | 200  | "       | " do            | 3.60      |
| Aug  | 5  | "   | 200  | "       | " do            | 3.60      |
| "    | 8  | "   | 150  | "       | " do            | 2.70      |
| "    | 9  | "   | 75   | "       | " do            | 1.35      |
| "    | 12 | "   | 200  | "       | " do            | 3.60      |
| "    | 14 | "   | 550  | "       | " do            | 9.90      |
| "    | 16 | "   | 550  | "       | " do            | 9.90      |
| "    | "  | "   | 148  | "       | H. I. do 2 1/2  | 3.70      |
| "    | "  | "   | 569  | "       | fly P. Becker   | 10.24     |
| "    | 18 | "   | 250  | "       | " W. Lehman     | 4.50      |
| "    | 21 | "   | 1550 | "       | " Henry Jones,  | 27.90     |
| "    | "  | "   | 100  | "       | " Sued          | 1.80      |
| "    | 25 | "   | 103  | "       | " "             | 1.83      |
| "    | 26 | "   | 260  | "       | " "             | 4.68      |
| "    | "  | "   | 60   | "       | " "             | 1.08      |
| "    | 27 | "   | 1500 | "       | " W. Lehman     | 27.00     |
| "    | "  | "   | 1000 | "       | " do            | 18.00     |
| Sept | 1  | "   | 750  | "       | " Benuee Reddel | 13.50     |
| "    | 11 | "   | 120  | "       | Security 110    | 1.32      |
| "    | 15 | "   | 300  | "       | fly Sued        | 5.40      |
| "    | 16 | "   | 100  | "       | " "             | 1.80      |
| "    | 16 | "   | 48   | "       | Security        | .48       |
| "    | "  | "   | 66   | "       | do              | .66       |
| "    | 19 | "   | 760  | "       | fly Sued        | 13.38     |
| "    | "  | "   | 800  | "       | W. Lehman       | 14.40     |
| "    | 22 | "   | 200  | "       | do              | 3.60      |
| "    | 26 | "   | 460  | "       | fly P. Becker   | 8.28      |
| "    | 30 | "   | 400  | "       | " Sued          | 7.20      |
| "    | 2  | "   | 39   | "       | Security        | .39       |
| "    | 6  | "   | 100  | "       | fly Sued        | 1.80      |
| "    | 7  | "   | 250  | "       | " "             | 4.50      |
|      |    |     |      |         |                 | \$1851.65 |

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ESTIMATES GIVEN ON APPLICATION.

|      |    |                                     |  |          |
|------|----|-------------------------------------|--|----------|
| 1884 |    | Ant Brd - forward                   |  | #1047 50 |
| May  | 26 | By 60 ft - 41 ft fly Sued 2 1/2     |  | 1.50     |
| "    | "  | 100 " Mech " " 180                  |  | 1.80     |
| "    | 30 | " 3400 " Rustic W.B.D., J.R. Baker  |  | 61.20    |
| June | 7  | " 700 " 41 ft fly R.L. Bower 2 1/2  |  | 17.50    |
| "    | "  | 200 " Roof " " 180                  |  | 3.60     |
| "    | 9  | " 2000 " fly Jim Walters 180        |  | 36.00    |
| "    | 9  | " 200 " " Sued                      |  | 3.60     |
| "    | 16 | " 2000 " " J.R. Baker               |  | 36.00    |
| "    | "  | 1500 " " R. H. Hamell               |  | 27.00    |
| "    | 18 | " 500 " " Jim Johnson               |  | 9.00     |
| "    | "  | 1500 " " Jerry Jones                |  | 27.00    |
| "    | 20 | " 2000 " " S.L. Hamell              |  | 36.00    |
| "    | 23 | " 1000 " " Sued                     |  | 18.00    |
| "    | 28 | " 1400 " " bed Ely                  |  | 25.20    |
| "    | "  | 50 " " Sued                         |  | .90      |
| July | 5  | " 1300 " " Cal Ely                  |  | 23.40    |
| "    | 7  | " 600 " Mech B.D. Cal Ely           |  | 10.80    |
| "    | 8  | " 600 " 41 ft fly S.L. Hamell 2 1/2 |  | 15.00    |
| "    | 9  | " 700 " " Philipp Becker 2 1/2      |  | 17.50    |
| "    | 12 | " 1800 " fly Christen Church 180    |  | 32.40    |
| "    | 14 | " 850 " " Sued                      |  | 15.30    |
| "    | "  | 1500 " " Christen Church            |  | 27.00    |
| "    | "  | 375 " " Jerry Jones                 |  | 6.75     |
| "    | "  | 176 41 ft W.B.D. Cal Ely            |  | 3.17     |
| "    | 17 | " 505 ft - fly Philipp Becker       |  | 9.09     |
| "    | "  | 286 " " Bernell Riddle              |  | 5.15     |
| "    | 19 | " 150 " 41 ft W.B.D. Sued           |  | 2.70     |
| "    | 21 | " 643 " fly Henry Jones 180         |  | 11.57    |
| "    | 22 | " 280 " 41 ft fly " 2 1/2           |  | 7.00     |
| "    | "  | 210 " Mech " " 180                  |  | 3.78     |
| "    | 23 | " 947 " fly Henry Jones             |  | 17.05    |
| "    | "  | 60 " fly Sued                       |  | 1.08     |
| "    | 25 | " 1000 " " S.L. Hamell              |  | 18.00    |
| "    | 28 | " 200 " " Sued                      |  | 3.60     |
| "    | "  | 100 " " " 180                       |  | 1.80     |
|      |    |                                     |  | #1583.94 |

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ESTIMATES GIVEN ON APPLICATION.

|      |    |                                |                       |  |                |
|------|----|--------------------------------|-----------------------|--|----------------|
| 1884 |    | Ant Brnt - cur                 |                       |  | 602.58         |
| Apr  | 12 | By 18 ft - flig To             | J F Pinner            |  | .32            |
| "    | 16 | " 1000 " " "                   | Walter F. Chambers    |  | 18.60          |
| "    | "  | " 912 " " "                    | Geo W. Ching          |  | 16.42          |
| "    | "  | " 150 " " "                    | Lewis Whaley          |  | 3.75           |
| "    | "  | " 30 " " "                     | J F. Pinner           |  | .54            |
| "    | 17 | " 1024 " " "                   | Geo W. Ching          |  | 18.43          |
| "    | "  | " 725 " " "                    | do                    |  | 13.05          |
| "    | 18 | " 150 " " "                    | J F. Pinner           |  | 2.70           |
| "    | 21 | " 154 " " "                    | W & Chambers          |  | 2.77           |
| "    | "  | " 72 " " "                     | Lewis Whaley H1-2 1/2 |  | 1.80           |
| "    | "  | " 280 " " "                    | Darry Jackson         |  | 5.04           |
| "    | 23 | " 125 " " "                    | Le W. Williams        |  | 2.25           |
| "    | 28 | " 1014 " " "                   | Burnville             |  | 18.31          |
| "    | "  | " 3000 " " "                   | Geo W. Ching          |  | 54.00          |
| "    | "  | " 24 " Brnd used               |                       |  | .33            |
| May  | 1  | " 800 " Robert-Hamell H1-2 1/2 |                       |  | 20.00          |
| "    | "  | " 900 " " " Mech 180           |                       |  | 16.20          |
| "    | "  | " 1500 " Parker & Hamell       |                       |  | 27.00          |
| "    | "  | " 175 " Geo Holland            |                       |  | 3.15           |
| "    | 2  | " 300 " Burnville              |                       |  | 5.40           |
| "    | "  | " 1385 " P & Hamell            |                       |  | 24.93          |
| "    | 6  | " 100 " R Hamell H1-           |                       |  | 2.50           |
| "    | 8  | " 182 " W & Chambers,          |                       |  | 3.28           |
| "    | 9  | " 226 " Baker Bros. H1 2 1/2   |                       |  | 6.65           |
| "    | 13 | " 100 " Sued                   |                       |  | 1.80           |
| "    | "  | " 350 " do                     |                       |  | 6.30           |
| "    | "  | " 1824 " Baker Bros.           |                       |  | 32.83          |
| "    | "  | " 770 " R. Hamell              |                       |  | 13.86          |
| "    | 14 | " 1800 " do                    |                       |  | 32.40          |
| "    | "  | " 50 " Sued                    |                       |  | .90            |
| "    | 15 | " 412 " do                     |                       |  | 7.41           |
| "    | 16 | " 3800 " Bunuel Padden         |                       |  | 68.40          |
| "    | 19 | " 350 " Sued                   |                       |  | 6.30           |
| "    | 21 | " 500 " Brnd. used             |                       |  | 7.00           |
| "    | "  | " 50 " flig Sued               |                       |  | .90            |
|      |    |                                |                       |  | <u>1047.50</u> |

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ESTIMATES GIVEN ON APPLICATION.

|      |    |                                                 |  |        |
|------|----|-------------------------------------------------|--|--------|
| 1884 |    | out But - forward                               |  | 363.98 |
| Mch  | 7  | By 1500 feet fly to J. F. Primer <sup>180</sup> |  | 27.00  |
| "    | "  | 500 " " " M Jones                               |  | 9.00   |
| "    | "  | 93 " " " L. L. Grouver                          |  | 1.62   |
| "    | 10 | 25 " " " Sued                                   |  | 45     |
| "    | "  | 75 " " " 241-2 1/2                              |  | 1.87   |
| "    | "  | 16 " " " <sup>180</sup>                         |  | .30    |
| "    | "  | 300 " Bros. and <sup>140</sup>                  |  | 4.20   |
| "    | "  | 200 " fly M Jones.                              |  | 3.60   |
| "    | "  | 225 " " " "                                     |  | 4.05   |
| "    | 11 | 45 " " " L. L. Grouver                          |  | .81    |
| "    | "  | 500 " " " J. F. Primer                          |  | 9.00   |
| "    | "  | 40 " " " Lobo                                   |  | .72    |
| "    | 12 | 500 " " " J. F. Primer                          |  | 9.00   |
| "    | "  | 100 " " " Sued                                  |  | 1.80   |
| "    | 13 | 60 " " " "                                      |  | 1.08   |
| "    | 14 | 150 " " " M Jones                               |  | 2.70   |
| "    | "  | 135 " " " L. L. Grouver                         |  | 1.89   |
| "    | 17 | 100 " " " J. F. Primer                          |  | 1.80   |
| "    | 21 | 37 " " " So                                     |  | .67    |
| "    | 22 | 150 " " " Horace Philipp                        |  | 2.70   |
| "    | 24 | 200 " " " L. Suter                              |  | 3.60   |
| "    | 25 | 125 " " " So                                    |  | 2.25   |
| "    | 27 | 1065 " " " Hall & Hat                           |  | 19.17  |
| "    | 28 | 300 " " " So So                                 |  | 5.40   |
| Apr  | 7  | 75 " " " H Philipp                              |  | 1.35   |
| "    | 10 | 182 " " " W. L. Daughy <sup>2 1/2</sup>         |  | 4.55   |
| "    | "  | 1727 " " " Geo W. Wemy                          |  | 31.08  |
| "    | 11 | 503 " " " W. L. Schenck                         |  | 9.05   |
| "    | "  | 210 " " " So                                    |  | 3.78   |
| "    | "  | 713 " " " So                                    |  | 12.83  |
| "    | "  | 103 " " " L. W. Williams <sup>2 1/2</sup>       |  | 2.57   |
| "    | "  | 112 " " " J. F. Primer                          |  | 2.02   |
| "    | 12 | 2795 " " " Geo W. Wemy                          |  | 50.31  |
| "    | "  | 147 " " " L. W. Williams <sup>2 1/2</sup>       |  | 3.68   |
| "    | "  | 150 " " " So <sup>180</sup>                     |  | 2.20   |
|      |    |                                                 |  | 602.58 |

# Duke & Smith Credits To

H W Bradshaw

1881

|      |    |    |                            |      |     |     |       |
|------|----|----|----------------------------|------|-----|-----|-------|
| Oct  | 19 | by | Cash                       |      |     |     | 13.01 |
| Nov  | 16 | "  | Cash                       |      |     |     | 23.00 |
| "    | "  | "  | 200 feet - flying          | 180  |     |     | 3.60  |
| "    | "  | "  | 280 " do                   | 180  |     |     | 5.40  |
| "    | 21 | "  | 265 " do                   | 180  |     |     | 4.77  |
| "    | 25 | "  | 35 " do                    | 180  |     |     | .63   |
| 1883 |    |    |                            |      |     |     |       |
| Dec  | 8  | "  | 53 " do                    | 180  |     |     | .95   |
| "    | 13 | "  | 200 " "                    | "    |     |     | 3.60  |
| "    | 17 | "  | 75 " do                    | do   |     |     | 1.35  |
| "    | "  | "  | 60 " do                    | do   |     |     | 1.08  |
| "    | 18 | "  | 459 " do                   | do   |     |     | 8.26  |
| "    | 21 | "  | 32 feet - Clear Boards     | 140  |     |     | 4.48  |
| "    | 22 | "  | 16 " do                    | do   | 140 |     | .22   |
| "    | 28 | "  | 425 " do                   | do   | 140 |     | 5.95  |
| "    | "  | "  | 57 " do                    | do   | 140 |     | .80   |
| "    | "  | "  | 178 " flying               |      | 180 |     | 3.20  |
| "    | 31 | "  | 16 " Boards                |      | 140 |     | .22   |
| 1884 | "  | "  | 250 " flying               |      | 180 |     | 4.50  |
| Dec  | 1  | "  | 156 " Common Boards Knotty |      |     | 100 | 1.56  |
| "    | 3  | "  | 5613 " Boards              | 1350 |     |     | 75.77 |
| "    | 4  | "  | 449 " Comm Bds Knotty      |      |     |     | 4.49  |
| "    | 7  | "  | 22 " flying                |      |     |     | .40   |
| "    | 9  | "  | 104 " Comm Bds. Knotty     |      |     |     | 1.04  |
| "    | "  | "  | 16 " do                    | do   |     |     | .16   |
| "    | 11 | "  | 200 " flying               | Sold | 180 |     | 3.60  |
| "    | "  | "  | 50 " do                    | do   | 180 |     | .90   |
| "    | 14 | "  | 250 " do                   | do   | 180 |     | 4.50  |
| "    | "  | "  | 264 " Clear Boards         | 140  |     |     | 3.69  |
| "    | 15 | "  | 141 " flying               | Sold | 180 |     | 2.54  |
| "    | "  | "  | 110 " do                   | do   | 180 |     | 1.98  |
| "    | "  | "  | 212 " Comm Boards          | 140  |     |     | 2.12  |
| "    | 16 | "  | 585 " flying               | Sold | 180 |     | 10.53 |

200.30

| 1884 |    | Am't |            | Prof forward       |                    | \$ 200.30 |        |
|------|----|------|------------|--------------------|--------------------|-----------|--------|
| July | 17 | 400  | for flying | Sold to L. Gardner | 180                | 7.20      |        |
| "    | "  | 400  | "          | "                  | 180                | 7.20      |        |
| "    | "  | 415  | "          | "                  | 180                | 7.47      |        |
| "    | 18 | 44   | "          | Comm Bds           | 100                |           | .44    |
| "    | 21 | 548  | "          | flying             | Sold J R Baker     |           | 9.86   |
| "    | "  | 35   | "          | Comm Bonds         | Sold 100           | .35       |        |
| "    | "  | 979  | "          | flying             | Sold J R Baker     | 180       | 17.62  |
| "    | 23 | 1473 | "          | "                  | to                 |           | 26.51  |
| "    | 29 | 176  | "          | "                  | Sold 180           | 3.17      |        |
| Feb  | 12 | 100  | "          | "                  | Sold 180           | 1.80      |        |
| "    | 20 | 200  | "          | "                  | Sold 180           | 3.60      |        |
| "    | 22 | 960  | "          | "                  | Sold to L. Gardner | 17.28     |        |
| "    | 26 | 100  | "          | "                  | Sold - 180         | 1.80      |        |
| "    | 27 | 82   | "          | Clear Bonds used   | 140                | 1.18      |        |
| "    | 28 | 279  | "          | to to              | 140                | 3.90      |        |
| "    | "  | 229  | "          | flying             | Sold 180           | 4.12      |        |
| "    | 29 | 1500 | "          | "                  | Sold J F. Primer   | 27.00     |        |
| "    | "  | 114  | "          | Clear Bonds        | 140                | 1.60      |        |
| "    | "  | 50   | "          | to to used         | 140                | .70       |        |
| "    | "  | 200  | "          | flying             | Sold - 180         | 3.60      |        |
| Mch  | 3  | 600  | "          | to                 | Sold 180           | 10.80     |        |
| "    | 4  | 206  | "          | Clear Bonds used   | 140                | 2.88      |        |
| "    | "  | 200  | "          | flying             | Sold - 180         | 3.60      |        |
|      |    |      |            |                    |                    | 363.98    | 363.98 |

The Farmers Bank of  
Hausemond

vs. } In Chy.

Robt. R. Prentiss, Trustee  
and others

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Memo. of  
claims against  
Duke & Smith