

1897-009

Nansemond Co (Suffolk)

Chancery Causes: Godwin & Owens vs Merritt Briggs, Trst et al

Jones, Lloyd, C.B. Beale & Co I, Godwin, Wilkins,  
Gomer, Brinkley, Booker, Jones

\$36

Suffolk, Va., June 5

1889.

Six

days after date. I

promise to pay unto

Goorn + Owen

or order, negotiable and payable,

without offset, at the FARMERS BANK OF NANSEMOND Suffolk, Virginia.

Thirty Six

Dollars,

for value received; and it is agreed upon by the parties that the interest on this <sup>100</sup>Note shall be payable in advance; and we, principal and endorers, hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the Maker:

H A Jones

# 15-

June 10/13

Godeau & Co

Pay ~~to J. H. Toomer~~ Cash'r

on Order, for Collection Account

MERCHANTS & FARMERS BANK,  
PORTSMOUTH, VA.

J. H. TOOMER, Cashier.

Portsmouth, Va., June 12 1889.

Mr W A Jones

To GODWIN & OWENS, Dr.,

**WHOLESALE FANCY GROCERS,**

and dealers in

Butter, Cheese, Cider, Vinegar, Paper, Truck, &c.,

N. B. Our Terms are strictly 30 days. 119 HIGH ST.. Godwin & Owens' New Build'g.

Goods bought on longer terms must be closed by note.

To Mds. to June 15<sup>th</sup>

As per Statement Recd.

June 5 for by note due 15<sup>th</sup>

June 5  
7

To Mds.

"

"

"

Note

This statement is not a demand for bills not due, it is our custom to render one to each of our customers once a month in order that they may compare their account with ours. If any error is found, please report same to our book-keeper at once, otherwise we shall presume it correct, and for what is due please remit as early as convenient.

116.95

36.00

80.95

7.50

3.85

92.30

36.00

128.30

2758 Silen

1200 notes

1729 CK

952 "

6639

Know all men by these presents that we  
W.B. Godwin, and A.B. Owens of Portsmouth Va  
have made, constituted and appointed, and by  
these presents do make constitute and appoint  
N. B. Hayden of Suffolk Va our true, sufficient,  
and lawful attorney in fact, for us and in our  
names, places and stead, to appear before the  
Clerk of the Circuit Court of Hanover County  
and sign and acknowledge for us and each  
of us, such bond as may be required by the or-  
der of the Judge of the Circuit Court of Hanover  
County, awarding an injunction and  
appointing a Receiver in the Suit in Chancery  
pending in said Court, wherein we, W.B. Godwin  
and A.B. Owens, parties in trade under the name  
and style of Godwin and Owens, are Plaintiffs  
and Merritt Biggs Trustee, W. A. Jones & others  
are defendants. Hereby ratifying & confirming  
all lawful acts done by our said Attorney  
in fact in pursuance of the powers herein  
conferred upon him.

Witness our hands & seals, this 14<sup>th</sup> day of  
June 1889—

W.B. Godwin  
A.B. Owens

Seal  
Seal

State of Virginia

City of Portsmouth Court

I Wm. G. Mansfield a Notary Public for  
the City aforesaid in the State of Virginia do  
Certify that W.B. Godwin and A.B. Owens  
whose names are signed to the above writing  
bearing date on the 14<sup>th</sup> day of June 1889  
acknowledged the same before me in the City aforesaid  
I was under my hand this 14<sup>th</sup> day of June 1889

Wm G Mansfield  
Notary Public

NO ORDERS FILLED FOR PARTIES HAVING  
ACCOUNTS OVERDUE.

No claim for allowance will be considered unless made immediately after receipt of goods.



BUTTER,

CHEESE, ORANGES,

LEMONS,

BANANAS, APPLES,

SPECIALTIES.

W. B. GODWIN, |  
A. B. OWENS. |

*Portsmouth, Va.,*

188

*No.*

*Bought of* **Godwin & Owens,**  
**WHOLESALE FANCY GROCERS,**

and dealers in

Foreign and Domestic Fruits, Cider, Vinegar, Paper Bags, Potatoes, Truck,

**CIGARS. TOBACCO, &c.**

THIS BILL MUST BE SETTLED AT MATURITY.

G. & O.'s New Building, 119 High St.

Terms Strictly 30 Days.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Merritt Briggs Fuster*  
*John J. Jones, Wm. A. Jones and M. F.*  
*Lloyd*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for  
the said Court, on the ~~first~~ <sup>third</sup> Monday in *June* 1889 ~~next~~, to answer a

Bill in Chancery, exhibited against *Them*

in the said Court by *W. B. Godwin and*  
*A. B. Owens, merchants and Partners trading*  
*under the name and style of Godwin*  
*and Owens*

and have then and there this summons.

*Wm. B. Bausey*  
Witness, ~~PETER D. PRENTIS~~, Clerk of our said Court, at his office, this *14<sup>th</sup>* day of

*June* 1889, in the 113<sup>th</sup> year of the Commonwealth.

Teste:

*Wm. B. Bausey* Clerk.

Memo:

"The Injunction as prayed for in the Complai-  
ant's Bill, is hereby awarded, and ~~W. A. Jones~~ Merritt  
Briggs Trustee, M. F. Lloyd, Jno. J. Jones and W. A. Jones, their  
Agents Attorneys and all other parties are hereby enjoined  
and restrained from all further proceedings under the Deed  
of assignment from W. A. Jones to Merritt Briggs Trustee, or from  
any control or disposition of the assets named in said Deed  
until the further order of the Court. And the Court doth also  
order that W. H. Howell, Sheriff of Naussement County, who is  
hereby appointed Receiver for that purpose, do take imme-  
diate Charge and Control of the Stock of goods and all other  
assets included in the Deed from W. A. Jones to Merritt Briggs  
Trustee, and that said Receiver sell and dispose of the said goods  
and other assets, and also collect from said Merritt Briggs Trust-  
ee, and Jno. J. Jones all funds received by them under  
said Deed, and deposit the same together with the further  
proceeds of sale of said assets in the Farmers Bank of  
Naussement, to his credit as Receiver in the Cause, and  
subject to the future orders of this Court to be made herein"

A Copy.

Text:

Wm B. Cauley Clerk

The Bond required by the foregoing order has been  
executed,

Wm B. Cauley, Clerk.

Shy

Wm B. Howell

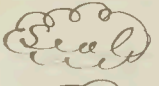
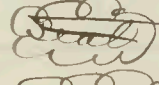
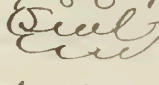
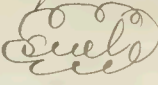
1889 June 15th. I have secured this copy. by delivering a  
Copy of the within to Merritt Briggs Trustee, John J. Jones-  
and Wm A Jones, and M. F. Lloyd, Esq, in person.

Memo

Know all men by these presents, that we, W.B. Godwin and A.B. Owens, as principals and Dr. H. Wright as Surety are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of One Thousand Dollars (\$1000<sup>00</sup>) for the payment of which we bind ourselves our heirs, Executors and administrators, jointly and severally, firmly by these presents. And we waive the benefit of our Homestead Exemption as to this debt. Sealed with our Seals and dated this 14<sup>th</sup> day of June 1889.

The Condition of the above obligation is such that, whereas, in a suit in Chancery pending in the Circuit Court of Hanover County, in which W.B. Godwin & A.B. Owens, partners in trade under the name & style of Godwin and Owens, are Plaintiffs and Meitt Biggs Trustee and others are defendants, the Judge of said Court has awarded an Injunction Enjoining and restraining the said Meitt Biggs Trustee, Dr. J. Jones, M. F. Lloyd & W. A. Jones, their Agents, Attorneys and all other parties from all further proceedings under the Deed of Assignment from W. A. Jones to Meitt Biggs Trustee, or from any control or disposition of the assets named in said Deed, until the further Order of the Court; Now if the said W.B. Godwin and A.B. Owens shall pay all such Costs and damages as may be awarded against them by reason of granting such Injunction, should the same be dissolved

then the above obligation is to be void, Else  
to remain in full force and virtue.

W B. Godwin by   
W B. Hayden Attorney in fact   
A. B. Owens by   
W B. Hayden Attorney in fact  
Jas N. Wright. 

To

Messrs. Godwin & Owens

Take Notice That we  
will move the Hon. G. W. Hise Judge of the Circuit  
Court of Hanneman County on Tuesday  
June 25. 1889 at Norxovr va to dissolve  
the injunction awarded Complainants in the  
suit of Godwin & Owens vs. Minnie Briggs Trust  
W. A. Jones. John D. Jones and M. F. Floyd  
now pending in the Circuit Court of Hanneman  
County in which you are the Plaintiffs  
and we are the defendants

Respectfully  
Minnie Briggs Trust  
W. A. Jones  
John D. Jones  
M. F. Floyd  
By  
Counsel.

Subpoena va.

June 19. 1889.

State of Virginia  
County of Nansemond, Vestib:—

I, Merritt Briggs do certify that I did  
on the 19<sup>th</sup> day of June 1889 deliver a  
copy of the within notice to W. B. Godwin  
of and for the firm of Godwin and Owens  
plaintiffs, at their place of business in  
the City of Portsmouth in the State of  
Virginia. Given under my hand this  
24<sup>th</sup> day of June 1889

Merritt Briggs

Sworn to before me, Lee Brith, a notary  
public for the County of Nansemond  
this 24<sup>th</sup> day of June 1889.

Lee Brith  
Notary Public

Notice to Denote  
Signature

Mrs. H. Wright. Esq.

att<sup>y</sup> for Godwin & Owens

I have noted that  
I shall move the Hon. C. W. Allen Judge of  
the Circuit Court of Hampshire County  
on June 24, 1889 at Norfolk Va. to  
remove the receiver appointed by said  
Judge in the Chancery cause now depending  
in the Circuit Court of said County wherein  
said Godwin & Owens are Plaintiffs and  
Minnie Briggs Trust. W. A. Jones, John D.  
Jones & M. F. Floyd are Defendants

June 21, 1889.

Minnie Briggs

att<sup>y</sup> for  
Wife.

Godwin & Owens et als.

vs.

Will Briggs Truste et als.

This cause  
came at this day to be heard upon the  
papers formerly read and the Report of  
W. H. Howell Receiver and by consent  
of all parties <sup>entered of record in open court</sup> this is made a vacation  
cause

Edwin Adams  
v.  
Maudie Briggs Foster  
Deas

To be returned  
C. Foster  
Oct 1<sup>st</sup> 1899

Entered Chancery  
Order Book  
No. 2 p. 305.

Established 1875.

ALWAYS ON HAND

A Good Assortment of

Flour,

BACON,

BUTTER,

Coffee, Sugar.

FINE TEAS, LARD,

Tobacco.

Cigars, &c.

Monthly Statement.

Pittsmouth, Vt June 14/1889

M. A. Jones

Bought of ELLENOR & BRINKLEY,

WHOLESALE AND RETAIL

Grocers and Commission Merchants,

Terms Net Cash.

608 West Side Market Square.

1887  
July 16

To Mdse as per Bill rend.

20.00

Or By Cash

10.00

WHOLESALE FLOUR, BUTTER AND CHEESE.

STATEMENT

Folio

63

Norfolk, Va. June 1889

Mr W. A. Jones. Suffolk Va

In acc't with W. J. DILWORTH & CO.,

W. J. DILWORTH,  
JOHN J. BURKE,  
R. I. BOSMAN.

47 \* ROANOKE \* AVENUE. \*

ALL BILLS DUE MUST BE SETTLED BEFORE NEW ONES ARE MADE.

May 16  
20  
29

To statement balance,

" bill

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. Please examine the above account, and if not correct advise us immediately. For such amount as may be due (if any), we should be obliged for an early remittance.  
Yours truly,  
W. J. DILWORTH & CO.

15  
25  
41 10

81.10

*57th*

# AUCTION SALE

—OF A—

# STOCK of MERCHANDISE

---

By virtue of authority vested in me by a deed of assignment dated June 7, 1889, from W. A. Jones, I shall offer for sale at public auction, FOR CASH, on the premises,

ON FRIDAY, JUNE 21, 1889,

at 12 o'clock m., the entire stock of GENERAL MERCHANDISE contained in the storehouse recently occupied by said W. A. Jones, near the Union Depot, between Suffolk and Norfleet's Fork.

This stock of goods will be sold as a whole. The inventory, which has just been taken, can be seen by application to the undersigned.

I will also sell the unexpired Liquor License of said W. A. Jones at same time and place.

MERRITT BRIGGS,

JUNE 10, 1889.

ASSIGNEE.

Suffolk Co.

Apr. 15, 1890

Received of W. H. Howell Receiver in Chg,  
Case of Godwin & Owens vs. Minnie Briggs  
Twenty and also Fifty dollars legal fee secured  
to Minnie Briggs by W. A. Jones in full  
of assignment

Minnie Briggs

Suffolk Co.

Apr. 15, 1890

Received of W. H. Howell Receiver in  
Chg Case of Godwin & Owens <sup>v. Minnie Briggs</sup> \$44 <sup>76</sup>/<sub>100</sub>  
Forty Four dollars and seventy cents  
secured to M. F. Lloyd in full of  
assignment from W. A. Jones

Minnie Briggs

att for

Lloyd,

Costs, taxed, in the 2 cases of Godwin and  
Owens vs Meritt Briggs Master & al

|                     |         |
|---------------------|---------|
| Clk A.P. Gouen      | 3.88    |
| " W.B. Blaney       | 7.22    |
| Atto & Tax          | 16.50   |
| Shff                | 4.50    |
| Lee Smith Esq (Dep) | 6.00    |
|                     | <hr/>   |
|                     | \$38.60 |

Recd payment.

1890 Apr 15th  $\frac{L}{4}$

Recd of A.P. Gouen Clk my fee in the above  
\$7.22  $\frac{L}{50}$

W.B. Blaney by H.C.F.

Recd of A.P. Gouen Clk my fee in the above  
\$4.50  $\frac{L}{50}$

Wm. Howell Shff

Recd of A.P. Gouen my fee in the above  
together with the writ tax  $1\frac{1}{2}$  fee  $7\frac{1}{2}$  or  $9.00$  in all.

Meritt Briggs & al.

Recd of A.P. Gouen Clk my fee in the above  
6.00  $\frac{L}{50}$

Apr 15/90

Lee Smith

Recd of A.P. Gouen Clk my fee in the above.  $7\frac{1}{2}$

The taxed attys divided by order of Stone Ch. Still, Judge.

Bill of  
Flood

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *W. A. Jones*  
*Merrell Briggs, Trustee, W. F. Lloyd. J. Lloyd.*  
*Jones and Merrell Briggs*

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

*Amended* Bill in Chancery, exhibited against *them*  
in the said Court by *W. B. Godwin & A. B.*  
*Owens, Merchants and partners in trade*  
*under the name of Godwin and Owens*

and have then and there this summons.

*A. P. Lerner*  
Witness, ~~PETER B. TRENTIS~~, Clerk of our said Court, at his office, this *24th* day of  
*February* 1890, in the 114th year of the Commonwealth.

Teste:

*A. P. Lerner*

Clerk.

Executed this 25<sup>th</sup> day of February 1890.  
by delivering a true copy of this process  
to the within named W. A. Jones. Merritt  
Briggs Trustee, M. F. Lloyd. and Merritt -  
Briggs. Each in person - The within named  
Jon. J. Jones. is not found in my County.  
Wm. Howell Shiff-

Wm. Howell Shiff  
1890  
March Rules  
Just Monday  
W. A. Jones

W.B. Godwin & A.B. Owens Merchants & Partners in  
Trade under the name of  
Godwin & Owens — Pltffs

vs

W. A. Jones —  
Meritt Biggs Justice  
M. J. Cloyce —  
Jno J. Jones &  
Meritt Biggs } Dfts —

Clerk of Circuit Court, Nassau County

Issue Summons to

Mich Rule (1<sup>st</sup> Monday) for Pltffs to Dfts to  
answer amended Bill in Chancery

Jno. H. Wright Jr. —

1890 Feb 24<sup>th</sup>

Came to hand & answer

completed with

*Memorandum*

To The Hon. Judge of Hansford County  
Circuit Court.

The undersigned  
was appointed Receiver in the Case  
of Godwin & Owens vs Merrill Briggs  
Trustees appointed by the Court on  
the day of 1889. And at  
the request of John H Wright Attn  
for the Complainants and Merrill  
Briggs Attn for deft - proceeded  
on the 27<sup>th</sup> day of July 1889,  
to sell the Stock of general Merch-  
andise &c, in the proceedings  
mentioned, at Public auction  
after duly advertising

The entire Stock of goods was bid  
off by R L Jones at \$175.00  
Rd of Merrill Briggs Trustee 27.25-  
\$202.25-

Commissions on \$202.25 at 5% or \$10.11

Printing Advertisements 75-

Caring property at Sale 2.00

Rent paid to Loris Hobbs 31.50

Raid of W Gardner for watching

Store and goods 5-nights 5.00

\$49.36

\$152.89

Respectfully Submitted

Wm H Howell Receiver

(1889 Oct 17<sup>th</sup> filed)

Godwin & Orves

vs

Biggs, Trustee & al.

This cause came on this day, to be heard upon the Original and amended Bills, and answers thereto, and was argued by Counsel. On Consideration whereof the Court doth adjudge, order, and decree, that the Receiver in this Cause, out of the funds in his hands do pay the Costs of this Suit and the debts due M. J. Lloyd of \$44<sup>20</sup>/<sub>100</sub> and to Meritt Biggs Attorney of \$50<sup>00</sup>/<sub>100</sub>, and the residue of the fund, he will pay to Jno H. Wright Atty for Godwin & Orves, the Complainants in the Original and amended Bills; and all questions raised in the amended Bill as to sufficiency of Consideration in the purchase price of Goods sold by said Receiver, under Order herein, are expressly reserved for future decision by the Court.

Kodwin & Overes -

vs } In Chancery -

Biggs, Trust & als

April term 1890 -

April 14<sup>th</sup> -

Decree -

To be entered

C. W. Hill

By Consent of parties

Jno. H. Wright p. q

Meritt Briggs p. d.

= Chancery Order

Book No. 2

page 326.

Godwin & Owens

vs.

Wm. Briggs Trustee et al.

This day this  
cause came on to be heard upon the  
papers formerly read, depositions of  
witnesses &c. The court doth adjudge  
order and decree that lenders the complainants  
arrest their bill in this cause and  
also file their exceptions to the report  
of Receiver W. H. Howitt within thirty  
days from this date, the injunction  
awarded to complainants shall  
stand dissolved

Godwin & Owens & A. L.  
T. S. } In Chancery.  
Briggs Trustee &  
others.

To be entered  
Order  
Jan'y 27, 1890

Entered Chancery  
Order Book

No 2. page 311

Merchandise for Sale by Auction

Having been offered 10 per cent above the first  
Sale of W A Jones's goods. I shall reoffer them  
for Sale on Thursday the 1<sup>st</sup> day of August 1889  
5 o'clock P.m. Sale will take place at  
the Store house near the Suffolk & Carolina  
Depot.

July 30<sup>th</sup> 1889.

Wm H Howell

Shff

Godwin & Owens

vs

Biggs, Trustee & als =

The Plaintiffs except to the report of Sale made by W. H. Howell Receiver, in this Cause, and for Cause of Exception they say that at the first Sale made of the Stock of goods, there were very few persons present and W. A. Jones, one of the Defendants in this Cause was present disparaging the goods, and both before and during the Sale was giving out drinks of whiskey & thus apparently influencing persons present against bidding on the Stock, while the said W. A. Jones, either for himself or for his brother, was seeking to buy the Stock. Said Sale was advertised to be made for Cash, but the terms were not complied with, and said Receiver gave Extension from day to day, until he finally received an offer in Cash of \$200, the first purchaser not having complied with the terms of sale, the Receiver again advertised the Stock for sale on Aug 1<sup>st</sup> 1889. On said last named day, the Receiver was not present at the hour named for the Sale, but there was more than one party present prepared to bid and to pay for said Stock as much as \$250<sup>00</sup> & more. The attorney for the <sup>at the first Sale</sup> purchaser met the Re-

ceived on the road, before he reached the place of sale and effected some arrangement with him by which, notwithstanding the advertisement of sale on that day and the presence of buyers ready to pay a much larger price, he refused to make the sale as advertised, and against the protest of creditors of said W. A. Jones, said Receiver transferred the stock of goods to the party who had failed, up to that day, to comply with the terms as originally proclaimed.

The Exceptsants further state that after the Order of this Court appointing a Receiver, and after the Receiver had taken charge of the said stock of goods, under the Order of this Court, the store was broken open & a large portion, supposed to be nearly one half the stock, was carried off.

When said Receiver, under the protest of creditors abandoned the second sale, as advertised by him, and turned over said stock to Jones, the alleged purchaser, it was announced by the attorney for said Jones, that if the Court should not confirm the sale, he would make good whatever amount the Court might require, in consideration of the premises -

The Exceptsants claim that the price paid

was totally inadequate; that after the alleged first-purchaser had failed from time to time to comply with the terms of sale by paying the Cash therefor, and another party had offered more than 10 per cent advance, said Receiver should not have delivered said stock to said Jones, but should have resold the same as advertised by him. A Copy of the second advertisement of sale is herewith filed marked "8".

For the reasons assigned, the Exceptants ask that said report of sale be not confirmed.

Godwin & Orues & als

By Counsel.

Godwin & Orweeds

vs }

Biggs Trust & al

Exceptions to  
Report of Sale -

To Hon. C. H. Hill, Judge of the Circuit Court of  
Hauseman County

Your petitioner C. B. Beall,  
trading as C. B. Beall & Co., respectfully represents  
that W. A. Jones of the County of Hauseman  
is indebted to him in the sum of \$65<sup>25</sup>, with  
interest from the 21<sup>st</sup> day of June 1889, for goods  
& merchandise sold to said W. A. Jones, at his  
special instance and request. That on the 7<sup>th</sup>  
day of June 1889, only about a week after the  
last bill of goods was sold to him by Your pe-  
titioner, the said W. A. Jones, made a deed  
of assignment to Merrill Biggs, Trustee, con-  
veying all his stock of goods, books, notes, ac-  
counts and license, making certain pre-  
ferred creditors in said deed. That on the  
day of June 1889, a suit in Chancery was  
filed in the Circuit Court of Hauseman County  
by W. B. Godwin and A. B. Owens, parties in  
liads under the name of Godwin and Owens,  
the object of which suit is to annul and set  
aside said deed from W. A. Jones to Merrill  
Biggs Trustee, as fraudulent and void a-  
gainst creditors, and to subject the assets con-  
veyed by said deed to the payment of the debts  
due by said W. A. Jones according to the rights  
of parties. Your Petitioner prays that they  
may be made parties Plaintiff in said Bill

they will in all the allegations of their Bill and  
are willing to pay their proportion of the cost of  
said Bill, and pray that they may have the bene-  
fit of such remedy & relief as is provided with  
regard to their Cancellation & Reprint; and they  
will ever pray &c.

C. M. Deale & Co.  
My Counsel.

Wright p.p.

Godwin & Owens  
vs

Merrett Biggs, Huston & als

Petition of  
C. M. Deale & Co.  
1889

June 21st Filed

To Merritt Briggs Trustee, M. A. Lord, W. A. Jones  
& Geo. J. Jones:

Take notice that on Monday the  
24<sup>th</sup> day of June 1889 between the hours of 10 O'  
Clock A.M. and 6 O'Clock P.M. of that day, at the  
Office of Geo. W. Wright in Suffolk Co., we shall  
proceed to take the depositions of W.B. Godwin  
& others, to be read as evidence in our behalf  
in a certain suit in Chancery pending in  
the Circuit Court of Hantsworth County, wherein  
we are Plaintiffs and you are Defendants,  
And if from any cause the taking of said  
depositions be not begun, or being begun  
they be not completed on that day, the taking  
of the same will be adjourned & continued  
from day to day or from time to time at the  
same place and between the same hours  
until they are completed.

Respectfully

Godwin & Devos

By Counsel

I have executed the within notice by serving a copy here-  
of on each of the within named parties, except Jas. J.  
Jones, and not finding the said Jas. J. Jones, I left a copy  
for him at his place of residence with W. A. Jones  
and explained therein the nature of the same.

June 21<sup>st</sup> 1889. P. F. Farley Sergt.  
Fees paid 80 cents.

P. F. F.

Shaneery

The depositions of W. B. Gudwin and others, taken before me, Lee Britt, a notary public for the County of Nansemond, pursuant to notice hereto annexed, at the office of John H. Wright in Suffolk on the 24<sup>th</sup> day of June 1889 between the hours of 10 o'clock A.M. and 6 o'clock P.M. who read ~~as~~ evidence in behalf of plaintiffs in a certain suit in equity depending in the Circuit Court of Nansemond County wherein Merritt Briggs trustee etc are defendants and Gudwin & Lewis etc are plaintiffs.

Present Merritt Briggs atty for Defendant  
" Geo. H. Wright " " Plaintiff

The witness W. B. Godwin being duly sworn deposes as follows: I

1<sup>st</sup> 9. State your name, age, residence and occupation.

1. A. W. B. Gadsden. Age, 21 years, residence,  
Portsmouth, occupation, Merchant.

2. State when you began to sell goods to W. A. Jones and what representations did he make to you concerning his

financial standing and ability.

2 A. The exact date I cannot tell, but could tell from our books. I really have no idea, but think it was about six months ago. He represented to us that he owned a farm in North Carolina and also a mill. He stated that he paid cash when he bought out Pierce.

3 Q. Did you or not extend to him credit upon the representation so made to you?

3 A. We did.

4 Q. State whether or not he ever made any representations that he was indebted to his brother, John J. Jones in any amount, if so what?

4 A. No sir, he never did.

5 Q. Do you know about how long John J. Jones has been clerking for W. A. Jones?

5 A. Nothing I do not know.

6 Q. Have you had any conversation with W. A. Jones or John J. Jones since W. A. Jones made this assignment, if so, state what it was as near as you can?

6 A. (Question objected to)

I have had none with W. A. Jones, but have with John J. Jones. Well, when we found out about the failure I went to

the store of W. A. Jones and found him  
absent from the store. I asked Mr. John  
Jones if it were true that his brother  
had made an assignment and made him  
a preferred creditor. He said he did not  
know anything of it. I then asked him if  
his brother owed him anything. He said  
he owed him a small amount. I asked  
him the amount. He said he did not know  
that his brother had not paid him anything  
for his services since he had been there.  
He said the only thing he knew about the  
matter that Mr. Briggs had called on him  
and told him the store was in his (Briggs')  
charge and that he wanted him to stay  
there until further orders. He asked Mr.  
Briggs who would pay him for his  
services & that Mr. Briggs told him that  
he would see that that was provided  
for. He (Jones) said he did not want  
his name mixed up in the affair that  
his father was going to give him a  
thousand dollars and he would commence  
for himself.

72. Did he or not state anything about  
his brother W. A. Jones owing him \$700  
borrowed money?

7A. He did not.

Cross examined by defendant's atty

1 Q. Please state when and where the above conversation occurred?

1 A. I think it was Thursday the 13<sup>th</sup> day of June 1889. that the conversation occurred at <sup>Mr</sup> Jones' store.

2 Q. You are the W. B. Gadwin of the firm of Gadwin & Owens who swore to the allegations of this bill, are you not?

2 A. Yes sir.

3 Q. Did you ever appear before a notary public after reading this bill and make oath to the truth of the statements contained therein?

Excepted to upon the ground that the bill is the best evidence.

3 A. I do not think I did.

4 Q. Do you not know that you did not swear to it?

4 A. Yes sir.

5 Q. Then you have not read said bill & know nothing of the statements contained therein? Is this true?

5 A. It is true that I have not read it, & only know its contents from my counsel.

6 Q. And you say positively that you did not appear in Suffolk Virginia

on the 13<sup>th</sup> day of June 1889 before John H. Wright, Notary public, and swear to the statements contained in the complainant's bill?

6. Excepted to

6A. I did not swear to the statements.

7. Did you swear to anything on that occasion?

7A. No.

8. Then you have never appeared before any notary public and made oath that the statements contained in the complainant's bill are true to the best of your knowledge and belief, have you?

Excepted to.

8A. No.

9. Did John J. Jones tell you in the conversation above alluded to that his brother W. A. Jones did not owe him \$700?

9A. No, he stated that he owed him a small amount & that he did not know how much.

Re ~~cross examination~~ examined by plaintiffs' counsel

12. You have read the bill, please state whether the charges contained in the bill

correspond with the statements made by you to me on the 13<sup>th</sup> day of June 1889, and do you not recollect that just before leaving my office on that day, you being in a hurry to catch the train, you were asked to make oath that said statements were true to the best of your knowledge and belief?

1 A. They do. I was asked if they were true but do not remember swearing to them.

Re Cross examined

Objected by counsel for plaintiffs.

1 Q. Can you say positively or not whether you were sworn by Capt. Wright on the occasion above alluded to?

1 A. I can't say positively, but am of the impression that I was not sworn.

2 Q. At this time the bill had not been prepared had it?

2 A. I could not say.

3 Q. It was not presented to you at this time was it?

3 A. I think not. Further this deponent said not.

Signed  
W. B. Godwin

Charles W. Wilkins being duly sworn  
deposes as follows:—

1 Q. State your name, age, residence and  
occupation.

1 A. Chas. W. Wilkins, 21 years old, Suffolk,  
occupation Merchant.

2 Q. Have you heard John F. Jones make  
any statement since the assignment  
made by his brother W. A. Jones relative  
to any amount due him of \$50, state  
when and what amount he claimed to  
be due him?

2 A. I happened up there on the 13<sup>th</sup> Mr.  
Gadwin being with me, we went into  
Mr. Jones' to get a cigar and he asked  
Mr. Jno. F. Jones about the assignment  
& he told him he (Jno.) knew nothing  
about the assignment & that Mr. Briggs  
kept the business in his hands and  
would see him paid for what he  
did. Jones said he did not know anything  
about it and did not care to know  
anything about it.

3 Q. State whether, or not, on that occasion  
Jno. F. Jones said anything about what  
his brother W. A. Jones owed him?

3 A. I do not think he said anything about  
it.

Q. Do you know how long Jas. J. Jones has been living with his brother W. A. Jones near Suffolk?

A. I could not say exactly. I would not think he has been there over three months. — he had another brother with him first.

Further this deponent saith not.

Signed

C. W. Wilkins

A. P. Gomer, being duly sworn deposes as follows:—

Q. State your name, age, residence & occupation. Do you know the parties to this suit?

A. A. P. Gomer, age 53 years, residence Suffolk, occupation, merchant. I know Mr. Jones.  
Yes

Q. Have you had any conversation at any time recently with W. A. Jones relative to his business? If so, state as near as you can, the substance of that conversation?

A. When I moved to Suffolk on the 21<sup>st</sup> of May 1889 I met Mr. Jones at the A. & N. Depot while waiting for the train & asked him how he was getting along in business. He told me he was doing right well.

(3)

and his sales were about \$30<sup>00</sup> a day.

Butler excepted it as being irrelevant.

Further this deponent saith not

Signed

C. J. Jones

Wm. J. Brinkley being duly sworn deposes as follows:—

12. State your name, age, residence and occupation & do you know the parties to this suit?
- 1A. Wm. J. Brinkley, 25 yrs old, residence Suffolk, occupation clerk. I do know the parties.
22. Do you know how long Geo. J. Jones has been living with his brother W. A. Jones?
- 2A. About three months, to the best of my knowledge.
32. Where was he living and in what business was he engaged before he came to live with his brother W. A. Jones?
- 3A. He lived in Gates Co., near Jonesville & was engaged in farming. I do not know whether he was farming on his own account or for his father.
42. How long have you known W. A. Jones?

- and Jno. J. Jones?
- 4A. I have been knowing them all my life.
- 5Q. Are you from the same neighborhood?
- 5A. I am.
- 6Q. Does John J. Jones own any property in that community?
- 6A. Not that I know of.
- 7Q. With whom has he been living since you have known him?
- 7A. With his father.
- 8Q. Has he ever been engaged in any business on his own account?
- 8A. Not that I know of.
- 9Q. Do you know whether he has ever received any money from his father?
- 9A. I do not.

### Cross Examined

- 1Q. Can you say on your oath, when John J. Jones first entered into the employ of W. A. Jones in Suffolk, Va?
- 1A. Of course I do not know the date but do not think it has been over three months ago.
- 2Q. When did you leave the neighborhood in Va. where John J. Jones and W. A. Jones

were raised?

2A. Nearly eighteen months ago.

3Q Can you say that W. A. Jones & Jno. J. Jones do not own property in Gates Co. N.C., from your own knowledge?

3A. ~~W. A. Jones does not but I can not say about John J. Jones except that he does not own any real estate.~~

W. A. Jones does not own any real estate in Gates Co. N.C. but I can not say about any other property. I know nothing about Jno. J. Jones' property.

4Q Did you ever examine the records in Gates Co. to see if W. A. Jones had any property, or do you speak from hearsay?

4A. I have not examined them. I speak from hearsay.

Further this deponent saith not

Signed

Willie J. Brinkley

C. B. Beale being duly sworn deposes  
as follows: -

1 Q. State your name, age, residence and  
occupation.

1 A. C. B. Beale, age, 46 yrs, residence New York,  
occupation merchant.

2 Q. State whether or not, you have had  
any conversation with W. A. Jones or  
John F. Jones since the date of the  
assignment made by W. A. Jones & Co,  
what was the substance of that  
conversation?

2 A. I have been sick since Mr. Jones made  
the assignment. This morning I was  
in the store of Geo L. Borum & Co & Mr.  
W. A. Jones passed, said he called  
me out and introduced the subject  
of his affairs, told me not to give  
myself any ~~concerns~~ <sup>concerns</sup> about my  
claim, that his brother would  
continue that business, he expecting  
to go into a wholesale business &  
that both would see me paid & that  
his brother would continue to deal  
with me. That was the conversation.  
He did not say when he expected to commence  
the wholesale business but I inferred that he  
would commence soon  
excepted to as being irrelevant.

Further this deponent saith not  
Signed  
C. B. Beale

P.

J. E. Booker, being duly sworn deposes  
as follows:—

1 Q. State your name, age, residence and  
occupation.

1 A. J. E. Booker, age 40 years, residence  
Cuffalk, occupation, newspaper &  
job printer.

2 Q. Please examine the note herewith  
handed you, state whether the said note  
was printed at your office & when  
the same was printed?

2 A. It was printed on or about the 12<sup>th</sup>  
of April 1889 at my office.

Cross Examined

1 Q. Are you positively certain that this note  
was printed at your office?

1 A. I am.

22. Could not a note similar in appearance, of the exact type, have been printed at some other office?
- 2 A. Possible but not probable, for every printer has his particular style.

Further this deponent saith not  
Signed  
J. E. Booker

Virginia  
County of Hansemond, West:—  
I Lee Britt, a notary public, for the  
County of Hansemond, in the said State,  
do hereby certify that the foregoing depositions  
of W. B. Godwin, C. W. Weckins, W. J. Brinkley,  
J. P. O. Gomer and J. E. Booker were  
duly taken, sworn to and subscribed  
before me, at the times and place and  
for the purpose in the caption heretofore  
mentioned.

Given under my hand this 24<sup>th</sup> day of  
June 1889.

Signed  
Lee Britt  
Notary Public

Notary fee  
\$3.00

10

Mrs. Godwin & Owens

Take notice that we

shall on the 24 day of June 1889 at the  
office of Merritt Briggs atty. at law in the  
town of Suffolk Virginia, between the hours  
of 6. A. M. & 6. P. M. of that day, proceed to  
take the depositions of W. A. Jones and others  
to be read as evidence in our behalf in  
a certain suit in equity depending in the  
Circuit Court for the County of Hanover  
wherein you are Plaintiffs and we are defendants  
and if from any cause, the taking of said  
depositions be not commenced on that day, or  
if commenced, be not concluded on that day  
the taking of the same will be adjourned  
and continued from day to day or from time  
to time at the same place and between the  
same hours until the same shall be completed

Respectfully

Merritt Briggs Trustee

W. A. Jones

John D. Jones

M. F. Lloyd

By Counsel.

By consent of the parties plaintiff & defendant  
by counsel  
the depositions of W. A. Jones, Merritt Briggs  
Trustee and John D. Jones & M. F. Lloyd are  
taken at the office of Mr. John B. Knight  
June 24/89

State of Virginia,

County of Hanover, Va. —

I, Merritt Briggs do certify that I did  
on the 19<sup>th</sup> day of June 1889 deliver a  
copy of the within notice to W. B. Gadsden  
of and for the firm of Gadsden & Co. as  
plaintiffs at their place of business in  
the City of Portsmouth in the State of Virginia  
Given under my hand this 24<sup>th</sup> day of  
June 1889

Merritt Briggs

Sworn to before me Lee Britt, a notary  
public for the County of Hanover this  
24<sup>th</sup> day of June 1889

Lee Britt  
Notary Public

State of Virginia,  
County of Hanover, Va. —  
~~I, Lee Britt, a notary public for the County~~  
~~of Hanover~~

Gadwin & Owens & als }  
 or } K. Chancery  
 Merritt Briggs Trustee & als }

The depositions of W. A. Jones doct<sup>r</sup>.  
 Taken before me, Geo. W. Wright, a Notary Public  
 for the County of Hanseman and pursuant  
 to notice as amended, and hereto annexed  
 at the office of John H. Wright in Suffolk  
 on the 24<sup>th</sup> day of June 1889 between the  
 hours of 6 A.M. & 6 P.M. Who read as  
 evidence in behalf of the defendants in  
 a certain cause in equity depending  
 in the Circuit Court of the County of  
 Hanseman wherein Merritt Briggs Trustee  
 & als are defendants and Gadwin & Owens & als  
 are plaintiffs.

Present Merritt Briggs Atty for defendants  
 " Geo. W. Wright Atty for plaintiffs

John J. Jones, being duly sworn deposes  
 as follows:—

- 1 Q. State your name, age, residence and  
 occupation &
- 1 A. Name, John J. Jones; age, 21 yrs; residence,  
 Suffolk; occupation, Clerk.
- 2 Q. State whether or not your brother W. A. Jones  
 borrowed any money from you last winter,  
 if so, how much & when?

2 A. Yes sir \$700, which he borrowed in January 1889.

3 Q. Has he ever paid you that amount?

3 A. No sir.

4 Q. Did you or not, on or about June 7<sup>th</sup> 1889 request your brother to secure that amount of money for you in that way?

4 A. Yes sir, I did.

5 Q. Please state as near as you can the conversation you had with Messrs. Gadwin & Watkins at the store of W. A. Jones in reference to your affairs.

5 A. The day Mr. Gadwin came up there, I was in the barroom & he asked me was it true about my brother failing. He said he heard on the street that I had bought out & he asked me was it a sale or assignment & I told him I did not know anything about it and did not care anything about it, but if he wanted to know anything about it go to Mr. Briggs. He said he could not find Mr. Briggs. I told him where to go. He said he was not there but was down at Court. He asked me if brother owed me any money & I told him he did.

6 Q. Did you tell him on that occasion

that your brother did not owe you  
\$700, the debt secured to you in deed of  
assignment made by W. A. Jones & Martha  
Buggs trustee June 7<sup>th</sup>, 1889?

6 A. No sir.

7 Q. Please state when you came to Suffolk  
to live with your brother.

7 A. I came when he did. After I came  
I was taken sick & went home & sent  
my brother to stay in my place until I  
got better. I staid at home about three  
weeks & I then came back here & he  
went home & I have been here ever since.

8 Q. When you loaned your brother this money  
did he, or not, promise you that he would  
give you security for same whenever  
you should demand it?

8 A. — Excepted to —

Yes sir.

9 Q. Did you demand this security on  
June 7<sup>th</sup> before the deed was made?

9 A. I demanded it on the 6<sup>th</sup> of June.

10 Q. I understand then that you have been  
clerking for your brother ever since he has  
been in business in Suffolk with the  
exception of the time you were at home  
sick? Is this true or correct?

10 A. Yes sir.

Cross Examined by Defendant's Counsel

- 1 Q. Where were you living and in what business were you engaged before you came to Suffolk to live with your brother?
- 1 A. In North Carolina with my father on his farm.
- 2 Q. What wages did your father pay you for working on the farm?
- 2 A. None. He did not give me any wages before I was 21 yrs old and I have not worked with him since.
- 3 Q. In what year were you born?
- 3 A. In 1868 Jan'y 2<sup>nd</sup>.
- 4 Q. At what time did your brother and yourself come to Suffolk to live?
- 4 A. In Jan'y 1889. Do not recollect day or month.
- 5 Q. Did you, before coming to Suffolk, own any estate of any description, in North Carolina or elsewhere?
- 5 A. No, Sir.
- 6 Q. When did you make the loan of \$700 to your brother?
- 6 A. In January 1889.
- 7 Q. Was it before or after he commenced business?
- 7 A. Before.
- 8 Q. Was it before or after you left North Carolina?

on lien for money which you had loaned him?

21A. I held his note and required nothing else as I thought it was good.

22Q. What wages did your brother pay you as clerk & promise to pay you?

22A. Question excepted was irrelevant \$30 per month.

23Q. When did your wages begin?  
Objected to

23A. The day I came. I don't know the exact day, about the 16<sup>th</sup> of Jan'y 1889.

24Q. You have said that on June 6<sup>th</sup> you demanded security from your brother, why did you then make the demand on him?

24A. Because I wanted my money.

25Q. Did you get security for it?

25A. I do not know how to answer it.

26Q. Why did you tell Mr. Goddard when he called at your store on the 12<sup>th</sup> of June that you did not know your brother had made an assignment?

26A. I did not tell him that he had not made an assignment.

27Q. Did you not say in the presence of W.B. Goddard and Charles Vickins that you did not know anything about the

assignment?

The witness is put on his guard as to the answer to this question.

28 A. Mr. Godwin asked me if I did not know what day it was and what about it, I told him I did not know and did it care if he wanted to find out go to Mr. Briggs.

29 Q. Do I understand you to say that you did or did not know that your brother had made an assignment & what was the purport of it?

29 A. I did know that he was going to make it. Mr. Briggs had been up on the 17<sup>th</sup> & 18<sup>th</sup> of June. I know what he told me he was going to put in it, - to secure the note.

30 Q. Did you not go to Charley Watkins after the day he and Mr. Godwin were at your stock together, and ask him what he understood you to say that day?

30 A. Mr. Briggs told me that he heard that Mr. Watkins said that brother did not owe me any money. I met him on the Street the other night he told me that he would not tell any more than he would swear to that he did not understand it that way.

- 8A. Before I left North Carolina, the day before.
- 9Q. Did you know for what purpose your brother borrowed that money?
- 9A. Yes sir.
- 10Q. What did he tell you he wanted with it?
- 10A. To go in the store business.
- 11Q. Did you know what goods he was going to buy?
- 11A. He said he was going to try to buy out W. H. Purce.
- 11Q. ~~Did~~ Had he been to see Purce about purchasing before that time?
- 11A. Yes sir.
- 12Q. Had he agreed upon the price?
- 12A. He told me \$900.
- 13Q. Do you know how much he did pay Purce for the stock of goods?
- 13A. I do not know exactly. A little over \$900, I think.
- 14Q. Did not your brother tell you that he could buy the stock of goods for \$700?
- 14A. He did not.
- 15Q. How did you pay him the money, the \$700 borrowed?
- 15A. I paid him in currency.
- 16Q. Did you require at the time any security?

- 16A. I did. He told me he would give it to me as soon as he got in Suffolk?
- 17Q. Did not your brother have property at that time in North Carolina with which he might secure you?
- 17A. I did not require it of him. He had property in North Carolina at that time but I did not require him to give me that as security.
- 18Q. What property did your brother own in North Carolina at that time?
- 18A. A horse buggy. Cast wheels rather property of that time. I do not know about any farm or mill that he owned.
- 19Q. What kind of security did he promise to give you for the money you loaned him?
- 19A. His whole stock of goods.
- 20Q. And you came to work with him as clerk and did not demand the security until the 6<sup>th</sup> day of June 1899?
- 20A. I did.
- 21Q. Your brother all this time was representing the stock of goods as his securing credit upon the faith of that and you permitted it to be done & demanded no record of any obligation

on lien for money which you had loaned him?

21A. I held his note and required nothing else as I thought it was good.

22Q. What wages did your brother pay you as clerk & promise to pay you?

22A. Question excepted was irrelevant \$30 per month.

23Q. When did your wages begin?  
Objected to

23A. The day I came. I don't know the exact day, about the 16<sup>th</sup> of Jan'y 1889.

24Q. You have said that on June 6<sup>th</sup> you demanded security from your brother, why did you then make the demand on him?

24A. Because I wanted my money.

25Q. Did you get security for it?

25A. I do not know how to answer it.

26Q. Why did you tell Mr. Goddard when he called at your store on the 12<sup>th</sup> of June that you did not know your brother had made an assignment?

26A. I did not tell him that he had not made an assignment.

27Q. Did you not say in the presence of W.B. Goddard and Charles Vickins that you did not know anything about the

assignment?

The witness is put on his oath as to the answer to this question.

28 A. Mr. Godwin asked me if I did not know what day it was and what about it, I told him I did not know and didn't care if he wanted to find out go to Mr. Briggs.

29 Q. So I understood you to say that you did or did not know that your brother had made an assignment & what was the purport of it?

29 A. I did know that he was going to make it. Mr. Briggs had been up on the 17<sup>th</sup> & 18<sup>th</sup> of June. I know what he told me he was going to put in it, - to secure the note.

30 Q. Did you not go to Charley Watkins after the day he and Mr. Godwin were at your stock together, and ask him what he understood you to say that day?

30 A. Mr. Briggs told me that he heard that Mr. Watkins said that brother did not owe me any money. I met him on the street the other night he told me that he would not tell any more than he would swear to that he did not understand it that way.

312. You have said said that you made the loan to your brother before you left North Carolina, when did you take from him the note in evidence of the loan?

31A. On the 11<sup>th</sup> of Jan'y 1889 I took the note.

322. Did you take the note before or after you left North Carolina?

32A. Afterwards.

332. Why did you not take the note at the time you made the loan?

33A. He had not used the money and told me that he would give me the note as soon as he started business.

342. Then I understand that although you paid him the money you did not exact any note or evidence of the fact until he should use the money?

34A. I asked him the morning I loaned it to him to give me something to show for it. He asked me to wait until he got to Suffolk & he would give it to me. I agreed to do so.

352. And you took this note soon after reaching Suffolk?

35A. Yes sir.

36 Q. Where did you keep your money before you lent it to your brother?

36 A. I had not had it but four or five days. Father gave it to me four or five days before I let brother have it.

37 Q. Who is your father?

37 A. Ben Jones of Gates Co.

38 Q. Is your father a man of property?

38 A. Yes sir.

39 Q. What does your father own?  
Witness put on his guard in answering this question.

39 A. He owns three farms.

40 Q. Is it not a fact that your father has conveyed all of his property?  
Excepted to

40 A. I don't know whether he has or not.

Further this deponent saith not

Signed

John J. Jones

W. A. Jones being duly sworn deposes  
as follows:—

12. State your name, age, residence and  
occupation.

14. W. A. Jones, age 30 yrs, residence, Suffolk,  
occupation, merchant.

22. Please state whether or not, you borrowed  
any money last January of Geo. F. Jones  
or so whether the same has ever been  
paid & what was the amount?

24. I borrowed \$700 from him I think  
the 6<sup>th</sup> of January 1889 with the understanding  
that if I could buy the stock of goods  
belonging to W. H. Pierce & Co that I would  
give him a good job of clerking  
for me. As he was just 24 years old  
his father had given him ~~to~~ about  
\$800 <sup>which</sup> for his share of his estate & having  
no use for his money wanting some  
employment as clerk I agreed to give  
him a permanent job clerking for me  
if he would loan me \$700 to use in  
merchandising with the understanding  
that if I did not engage in merchandising  
I should return the money to him.  
This \$700 has not been paid by me.

32. Are you the W. A. Jones who made  
a deed of assignment to Merrill Briggs <sup>Trustee</sup>

dated June 7<sup>th</sup> 1889, and is the  
\$700 above alluded to, the debt  
secured to Jno J. Jones in said  
deed?

3A. It is.

4Q. Please state when Jno J. Jones  
came to Suffolk Clerk for you?

4A. About the middle of Aug 1889.

4Q. From whom did you purchase  
your stock of goods when you  
commenced business?

4A. From W. A. Pierce & Co.

4Q. On what terms, cash or credit?

4A. I paid him about \$730 cash &  
gave him a note for the balance  
payable I think in 60 days.

5Q. Did you use the money borrowed  
from your brother in paying for  
this stock of goods?

5A. I did.

### Cross Examined

1Q. Where were you living previous  
to engaging in business at Suffolk?  
~~7A.~~ and in what business were you  
engaged?

1A. I lived in Gates Co. N. C. & farmed.

2 Q. Were you living on a farm of your own?

2 A. No sir, it was my farm given me by my father but was under deed of trust. I sold it to settle the claim under the deed of trust.

3 Q. Did you sell it before or after you came to Suffolk?

3 A. Before I came to Suffolk.

4 Q. Did you <sup>not</sup> represent after you came to Suffolk "and engaged in business that you owned a farm and mill property in North Carolina?" Excepted to.

4 A. I did not the farm but did the mill property which I own now jointly with my father.

5 Q. Did you not represent to <sup>men</sup> Mr. W. B. Giddens & John H. Grant when you were wanting to purchase goods that you owned a farm and mill property in North Carolina?

5 A. No sir, I did not. I did not know Mr. Giddens until after I had been buying from him for three months.

6 Q. You say you borrowed this money from your brother about the 6<sup>th</sup> of May

what security were you to give him for the loan?

6 A. I was not to give him any until I entered into business, and then I was to give him the stock as security.

7 Q. Why did you not give him security on that stock?

7 A. He did not demand it. When he demanded it I had to give it to him.

8 Q. Then you held the stock in your own name, used it as a basis of credit, with full knowledge of the fact that you were getting credit on the faith of it, & yet had a secret agreement, <sup>with your father</sup> by which he was to have a lien on it whenever he should demand it?

8 A. I did not. Yes sir.

9 Q. When did you first execute a note by your brother for the money you claim to have borrowed of him?

9 A. Jan'y 11<sup>th</sup> 1889, I think, after we came to Suffolk.

10<sup>th</sup> Q. Why did you not give the note when you borrowed the money?

11 Because there was an understanding

that if I did go W merchanting  
I should return the money W him.

- Re examined
- 1 Q. Did you ever represent to any  
merchant from whom you purchased  
goods that your stock of goods  
was clear of any encumbrance?
- 1 A. I did not.

Further this deponent saith not  
Signed  
W. A. Jones

Virginia,  
County of Nanumand Juvit.

I Lee With a notary public for the  
County of Nanumand in the said State  
do certify that the foregoing depositions  
of Jas. J. Jones and W. A. Jones, were  
duly taken, sworn to and subscribed  
before me, at the time and place  
and for the purpose in the caption  
herein before mentioned  
Given under my hand this 24<sup>th</sup> day  
of June 1889.

Notary  
Fee \$3.00.

Lee With  
Notary Public

Godwin Owens 1st-Case  
vs In Chancery  
Merritt Buggs Trustee

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

Godwin Clevens 1st Case  
vs In Chancery  
Merritt Briggs Trustee

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To be entered April  
16th 1897

Robert D. Dentis

Entered in  
Chancery DB

-- 3 Page 81

Monthly Statement.

NORFOLK, VA.

June 1 1889

Mr. W. A. Jones

In Acc't with C. B. BEALE & CO.,

WHOLESALE BUTTER, CHEESE AND FANCY GROCERIES,

No. 59 ROANOKE AVENUE.

|      |    | To Statement Rend.         |                   |        |
|------|----|----------------------------|-------------------|--------|
| July | 13 | To Mdse. as per Bill Rend. | 22 84             |        |
|      | 20 |                            | 30 88             |        |
| Wch  | 13 |                            | 19 02             |        |
| Apr  | 3  |                            | 32 17             |        |
|      | 17 |                            | 16 68             |        |
| May  | 1  |                            | 12 58             |        |
|      | 9  |                            | 23 25             |        |
|      | 10 | To Left                    | 32 17             |        |
|      | 22 | " Meds                     | 18 39             |        |
|      | 31 | " Left                     | 29 26             | 239 42 |
|      |    |                            | <del>239 42</del> |        |
| Wch  | 13 | By Cash                    | 22 34             |        |
|      | "  | " Lhd                      | 50                |        |
|      | 21 | " Left                     | 30 88             |        |
| Apr  | 24 | " Cash                     | 19 02             |        |
| May  | 8  | " Left                     | 32 17             |        |
|      | 16 | " Cash                     | 40 00             |        |
|      | 29 | " Left                     | 29 26             | 174 17 |
|      |    |                            | <del>41 7</del>   | 652 51 |

This Deed of Assignment made this the 7<sup>th</sup> day of June  
A.D. 1889, between W A Jones Merchant, doing business  
near the Town of Suffolk Virginia of the first part  
and Merritt Briggs of Suffolk Virginia Trustee  
of the second part Merritt Briggs, John J Jones  
Mr F Lloyd, Davenport and Morris, Slater Bryan &c  
and divers other creditors of the third part, Witnesseth,  
That whereas the said ~~first~~ Jones is justly indebted  
to said parties of the third part amongst other creditors  
as enumerated and specified in schedule hereunto  
annexed, as a part of this deed, in sundry sums of  
money and is unable pecuniarily to pay and discharge  
the same and is desirous to secure the payment of  
the said debts to the respective parties as enumerated  
in said schedule in the order of priorities hereinafter  
specified and declared.

Now therefore, the said W A Jones in consideration  
of the premises and for the further consideration of  
ten dollars paid in hand to him by the said Merritt  
Briggs Trustee, the receipt whereof is hereby acknowl-  
edged, doth convey, Assign, Transfer and set over  
unto the said Merritt Briggs Trustee or assigns the  
following property to wit: First - his entire stock  
of goods wares, Merchandise, and store fixtures  
contained in the Store house, now occupied by  
said W A Jones, situated on the south side of  
the County road, leading from Suffolk to Norfolk  
Fork and near the Union Depot in Accomack Co  
The said Store house is owned by Mrs Daniel Hobbs

Gates County N.C. the said stock of goods consists in part of sugar, Coffee, Peaches, Tobacco, Cigars, ready made clothing, notions and liquors. It is the intention of said W A Jones to convey by this deed all of his goods of every character and description, contained in said store house now occupied by him and rented by him from Mr Daniel Hobbs. The said W A Jones hereby transfers and assigns to the said Merritt Briggs Trust or assigns his contract of lease for the store house above mentioned. The said W A Jones hereby transfers and assigns to the said Merritt Briggs Trust, all his books of accounts, bonds, notes, bills and other evidences of debt, appertaining and belonging to the business conducted by said W A Jones as Merchant of said, and the said W A Jones also hereby transfers and assigns to the said Merritt Briggs Trust, his Merchante and Liquor Licenses. In Trust nevertheless the said property is conveyed to secure the following named parties the payment of the following sums in the order and priority as hereinafter designated. First as Creditors of the First Class who in case of any insufficiency of assets are to share pro rata among themselves

Merritt Briggs for legal services \$ 50.00

M F Lloyd due by open account \$ 50.00

John J Jones due by note payable on demand, dated January 11th 1889 for \$ 700.00

And secondly as creditors of the second Class who in

care of any insufficiency of Assets are to share  
pro rata Among themselves, Woverport and Morris,  
Slater Briggs & Co and others for the respective sums  
as shown by schedule hereunto annexed, and made  
a part of this deed, and upon the further trust that  
the said Merritt Briggs Trustee, shall take immediate  
possession of the property hereby conveyed and  
assigned and proceed to make sale of the same in  
the usual course of trade and business for such a  
length of time as he may deem best, selling for  
cash and at such time as in his discretion he  
shall think it advisable, shall make sale of the  
balance of the property herein conveyed at public  
auction for cash, after having duly advertised said  
sale by posters for ten days. It is further covenanted  
and agreed between the parties to this deed that the  
said Merritt Briggs Trustee, in the execution and  
carrying into effect this trust, shall be and is hereby  
authorized to employ such aid and assistants as  
may be necessary for the prompt and advantageous  
execution of the trust hereby conferred upon him  
and is hereby authorized out of the trust funds  
coming into his hands to pay reasonable sums of  
money to such parties as may be employed by him  
or such assistants. And upon the further Trust  
that out of the proceeds coming into his hands from  
the sale of the property hereby conveyed, the said Merritt  
Briggs Trustee shall pay first, the costs and expenses

of executing this trust, including the fee for recording  
this deed, if then unpaid, and a commission of 5 per  
cent upon the amount of sales made by him hereunder.  
Secondly he shall pay to the creditors herein secured  
and designated or creditors of the first class, the  
amounts secured to them herein as cash or so far as  
the fund in hand may be sufficient for that purpose  
paying them pro rata in the event the fund is insuffi-  
cient to pay them in full. Thirdly out of any balance  
left in his hands after the payment of the costs of  
executing this trust and of the debts of the creditors  
of the first class, as above provided for, he shall  
pay pro rata the debts herein secured to the creditors  
of the second class, as per schedule hereunto annexed  
and made a part of this deed.

Witness the following signature and seal this 7th  
day of June 1889.

W A Jones Esq.

~~State of~~ Virginia }  
Nassau and County } To wit.

I, A. H. Rawles, a Notary Public for the County aforesaid  
in the State of Virginia, do certify that W A Jones whose  
name is signed to the writing hereto annexed, bearing  
date the 7th day of June, 1889, has acknowledged  
the same before me, in my County aforesaid.

Given under my hand this 7th day of June, 1889

A. H. Rawles

Notary Public

Schedule referred to in Annexed deed.

First Class Creditors of W A Jones.

|                                                                                                                           |       |
|---------------------------------------------------------------------------------------------------------------------------|-------|
| Merritt Briggs for legal services Fifty Dollars                                                                           | \$50. |
| M F Lloyd due by open account. Fifty Dollars                                                                              | 50.   |
| John Jones, due by note, payable on demand,<br>dated January 11 <sup>th</sup> , <sup>1889</sup> for seven hundred Dollars | 700.  |

Second Class Creditors of W A Jones

|                                        |          |
|----------------------------------------|----------|
| Davenport & Morris due by open account | \$150.00 |
| Storer, Myers & Co " " " "             | 98.00    |
| J & E Mahoney " " " "                  | 70.00    |
| Godwin & Owen " " " "                  | 100.00   |
| C B Best " " " "                       | 65.00    |
| T B Marks & Co. " " " "                | 32.00    |
| W. J. Delworth " " " "                 | 60.00    |

And all other creditors of said W A Jones, if any, whose names would be inserted here in this second class, if remembered.

W A Jones.

In the Clerk's Office of Somerset County Court, the 7<sup>th</sup> day of June 1889. at 12<sup>th</sup> O'clock P.M.

This Deed of Trust was presented with the certificate and <sup>schedule</sup> annexed and admitted to record

Teste

C. H. Causey Jr. D.C.

a copy.

Teste

C. H. Causey Sr. D.C.

Xund

Godwin v Owens In Case

vs In Chancery

Merritt Briggs Trustee &c

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

Godwin & Owens 2nd Case  
WB In Chancery  
Merritt Briggs Trustee

To be entered April  
16th 1897

Robert D. Dentis

Entered in  
Chancery

WB 3 Page 81

To Hon. Ch. Hill, Judge of the Circuit Court of Har-  
seward County:

The petitioners of W. J. Dilworth, and  
J. Burke & R. J. Rosman, merchants & partners in trade  
under the firm name & style of W. J. Dilworth & Co.; and  
of Ellenor & Brinkley, merchants & partners  
in trade under the firm name & style of Ellenor & Brinkley,  
represent, that on the 7<sup>th</sup> day of June 1889, W. A. Jones  
of Suffolk, made an assignment to Merritt Biggs  
Trustee; that at the time of said assignment the  
said W. A. Jones was indebted to your petitioners, W. J.  
Dilworth & Co., in the sum of \$81<sup>00</sup>/<sub>100</sub> for goods sold and  
delivered before that time to said W. A. Jones, at his  
special instance and request; and to your peti-  
tioners Ellenor & Brinkley in the sum of \$10<sup>00</sup> for goods  
& delivered sold before that time to said W. A. Jones, at his special  
instance and request. That at the time of such  
assignment, the debt due to your petitioners, W. J.  
Dilworth & Co., was not due, as the goods had been pur-  
chased only a few days previous, but said account  
bears interest from June 22<sup>d</sup> 1889, till paid. The  
account due your petitioners Ellenor & Brinkley, is  
long past due & bears interest from July 16<sup>th</sup> 1887  
till paid.

Your petitioners further represent that on the 14<sup>th</sup>  
day of June 1889, a suit in Chancery was instituted  
in said Circuit Court of Harseward County by  
W. B. Godwin & A. B. Owens, merchants & partners

leading under the firm name of Godwin & Owens  
the object of which suit, as appears from the Complain-  
ant's Bill, is to set aside the said Deed of Assignment  
from W. A. Jones to Menitt Biggs Trust, as frau-  
dulent and void, and ~~to~~ made without considera-  
tion deemed void in law, and to subject the assets  
of said W. A. Jones, to the payment of bona fide  
debts due by him. Your petitioners pray that they  
may be made parties Plaintiffs in said suit, (being wil-  
ling to share ratably in the Costs of suit) and they unite  
in all the allegations of said Bill, and pray that they  
may have the benefit of such remedy and relief as is  
consistent with equity & the case requires.  
And they will ever pray &c.

W. J. Delworth & Co  
Ellen & Brinkley  
By their Attorneys.

Wright p.p.

Godwin & Owens  
vs } In Chancery

Meritt Biggs Trust <sup>2<sup>d</sup> & als.</sup>

Petition of  
W. J. Dilworth & Co &  
Ellenor Binkley.

<sup>1889</sup>  
June 18<sup>th</sup>: Filed

The answer of W. F. Lloyd one of the  
defendants to a bill of Complaint filed  
against him & others in the Circuit Court  
of the County of Hammond by Goddard  
Dennis Complaintants

This Respondent  
reserving to himself the benefit of all  
just exceptions to the said bill for answer  
thereto, or to do much thing as he is advised  
that it is material he should answer,  
answers as follows.

That he knows nothing of  
the allegations contained in the bill of  
the Complaintants. That he neither denies nor  
admits them but calls for legal proof. He  
knows and therefore says however that the  
said W. A. Dennis is indebted to him in the  
sum of \$47.<sup>70</sup>/<sub>100</sub> for goods and Merchandise  
furnished the said W. A. Dennis at his Office  
between & between and that said W. A. Dennis  
told him after he had made the deed of  
assignment, that he had prepared him for  
Fifty Dollars, not knowing at the time the  
exact amount of his indebtedness. And this  
Respondent denies all fraud, unlawful  
combination and conspiracy, and having  
fully answered the Complaintants bill prays  
to be hence dismissed with his reasonable

cost by him in this behalf expended and  
to wit ever more.

M. F. Lloyd att.

Meritt Briggs

P. S.

State of Virginia

County of Hanover

This day personally  
appeared before me John B. Pinner a Notary  
Public for the County and State of said  
M. F. Lloyd whom answer is above  
written, and made oath that the statements  
contained in the said answer so far as  
made of his own knowledge are true, and  
so far as made from hearsay or  
information derived from others, they are believed  
to be true.

Given under my hand this 17 day of  
Decr 1889.

John B. Pinner

Notary Public

Answer of W. F.  
Lloyd.

The answer of John D. Jones one of the defendants  
to a bill of Complaint filed against him  
and others in the Circuit Court of the County  
of Nassau and by Godwin Owens Complainant.

This Respondent Reserving  
to himself the benefit of all just exceptions  
to the said bill for answer thereto, or to do  
much thereof as he is advised that it is  
material he should answer, answers & says.  
That it is true that his brother W. A. Jones  
purchased a stock of goods from Wm. H.  
Pierce if supposed was in January last and  
has been doing business from that time until  
the 7<sup>th</sup> day of June 1889 at which time  
he made a deed of assignment to  
Meritt Briggs Trustee to secure certain debts  
named therein: and your Respondent refers to  
said deed <sup>as given</sup> which is in exhibit with the bill  
of Complaint. your Respondent admits  
that he has been charging for his brother W. A. Jones  
not for a few weeks as alleged in Complaints  
but but ever since he has been engaged in  
said Merchants business. your Respondent  
also admits that he was put in charge of the store  
by Meritt Briggs Trustee after the Assignment was  
made, until sale could be made of stock goods  
said sale was admitted to take place by public Auction  
on Friday June 21. 1889. Adm. Summons filed as a

part of this answer. Marcus Exhibit. Your  
Respondent also denies that said deed of  
assignment was made without his knowledge  
but says that he demanded of his brother  
on the morning of June 7. 1889. to secure  
to him \$4700 which he had borrowed of  
Luis, of course he does not mean to say that  
he knew this particular kind of a deed  
was to be prepared, but he required his  
brother W. A. Jones to go to an attorney and  
have him secured as he had promised him  
when the money was loaned that he would  
secure the same to Luis whenever he should  
be thereafter requested so to do and your  
Respondent did request Luis the said W. A.  
Jones on the morning of June 7. 1889. to  
secure the said amount of money and  
in accordance with said request the said  
deed of assignment was made. Your Respondent  
denies that said deed of assignment is a  
voluntary conveyance without consideration  
deemed valid or valuable in law and was  
made with intent to hinder delay and defraud  
the creditors of said W. A. Jones but says that  
as far as his debt is concerned it was made  
to secure him for money loaned to said  
W. A. Jones. And this Respondent denies  
all fraud fraudulent combination and

Confederacy, and having fully answered the  
Complainants bill prays to be hence dismissed  
with his reasonable costs by him in this  
behalf expended the writ was paid.

John J. Jones dep.

Meritt Briggs

P. d.

State of Virginia

County of Hanover to wit.

This day personally  
appeared before me R. H. Rawles a Notary Public  
for the County and State aforesaid John J. Jones  
whose answer is above written, and made oath  
that the statements contained in said answer, so  
far as made of his own knowledge are true and  
so far as made from knowledge or information  
derived from others they are believed to be true  
given under my hand this 17 day of  
June 1889.

R. H. Rawles  
Notary Public

Answer of John D.

June —

The Answer of Meritt Briggs trustee, one of the defendants to a bill of complaint filed against him & others in the Circuit Court of the County of Hammond by Godwin Owens.

The Respondent reserving to himself the benefit of all just exceptions to the said bill for answer thereto as to so much thereof as he is advised that it is material he should answer, answers May 1. That of his own knowledge he knows nothing of the main allegations of the bill, that he admits nothing <sup>contained therein</sup> to be true but calls for legal proof. It is true that said W. A. Jones made a deed of assignment to your Respondent on the 7<sup>th</sup> day of June 1889 in which he conveyed his entire stock of goods, notes, accounts and licenses, as set forth in said deed to which reference is hereby made, to secure certain indebtedness as there set forth, It is true that your Respondent left John D. Jones in charge of the stock goods which he had a right to do under said deed of assignment & this was done to save expense as he was unwilling to hire a clerk & keep the store open during the sale would not justify this needless expense - your Respondent had advertised said stock of goods to be sold at Public Auction on June 21<sup>st</sup> 1889. (See adv. herein filed) and only

Let said John D. Jones in charge of the Store to  
show parties contemplating purchasing said  
Store of goods & also to see at retail what  
goods he could during the ten days which  
the deed required the sale to be advertised. The  
said Trustee again respondent collected of said  
John D. Jones daily the money received by  
him from the sale of goods at retail. And  
this respondent denies all fraud, unlawful  
combination & conspiracy, and having fully  
answered the complainants bills prays to be  
hence dismissed with his reasonable costs  
by him in this behalf expended and he will  
swear truly &c.

Miner Briggs Trustee. Jt.

Miner Briggs

P. d.

State of Virginia

County of Hanover Court:

This day personally  
appeared before me R. H. Rawles a Notary  
Public for the County and State aforesaid  
Miner Briggs Trustee. Where answer is above  
written and made oath that the statements

contained in the said answer, so far as  
made of his own knowledge at the time and so  
far as made from knowledge or information  
derived from others they are believed to be true  
Given under my hand this 17<sup>th</sup> Decr of Decr  
1889 -

R. H. Raikes  
Notary Public

Answer of Maria  
Priggo Tanti -

The answer of Meritt Briggs one of the  
defendants to a bill of complaint filed against  
him and others in the Circuit court of the  
county of Hammond by Godwin Powers.

This  
respondent reserving to himself the benefit of all  
just exceptions to the said bill, for answer thereto,  
as to so much thereof as he is advised that it  
is material he should answer, answers and  
says. That he knows nothing of the main allegations  
of bill, that he neither admits or denies them  
but calls for legal proof. But he does deny  
~~that~~ most positively that the debt of Fifty  
dollars secured to him in said deed of  
assignment was without legal consideration, but says  
that said W. A. Jones owed him this amount  
for legal services and made him a proposed  
credit in said deed as he had a right to do.  
And this respondent denies all fraud, undue  
influence and compulsion and having fully  
answered the complainant's bill prays to be hence  
dismissed with his reasonable costs by him in  
this behalf expended & he will ever pray &c.

Meritt Briggs dep.,

State of Virginia  
County of Hanover and Hunt.

This day personally  
appeared before me R. H. Rawles a  
Notary Public for the County and State  
aforesaid Minnie Briggs who answers  
is above written, and made oath that  
the statements contained in the said answer  
so far as made of his own knowledge are  
true and so far as made from knowledge or  
information derived from others are believed  
to be true.

Given under my hand this 7. day of  
March 1890.

R. H. Rawles  
Notary Public.

Goswin Owens  
vs.

Briggs Tenter & Co.

Assessors of  
Merritt Briggs

The answer of W. A. Jones one of defendants  
to a bill of complaint filed against him  
and others in the Circuit Court of the  
County of Hammond by Godwin Owens  
Complainant

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 & says - That it is true your Respondent  
engaged in the Merchantile business, near Safford  
Va. He commenced said business in the month  
of January 1889, and it is also true that  
when he commenced said business he purchased  
his stock of goods from Wm. H. Price of Safford  
Va. paying said Price about \$700 in cash and  
that he has added to said stock from time to  
time, purchasing goods from your Complainant  
and other merchants, and it is also true that your  
Respondent was indebted to your Complainant in  
the sum of \$128.<sup>30</sup>/<sub>100</sub> when he made said deed of  
assignment, It is also true that said John D.  
Jones who is made a preferred creditor in said  
deed of assignment is a brother of your  
Respondent and that he has been clerking for  
your Respondent. Not for a few weeks as alleged  
in Complainant's bill, but ever since your

respondent has been engaged in the Merchantile  
business near Suffolk Va. Tour since January  
last. Your Respondent can not say whether  
the assets conveyed in said deed of assignment  
will be more than sufficient to pay the proposed  
debts or not as he can not tell what amount  
of money will be realized from his books. But  
your Respondent utterly denies that he  
purchased any goods from your Complainant  
or any one else on the 7. Day of June 1889  
the day that made said deed of assignment  
to Meritt Briggs Trust Co. & he also denies that  
said deed was made without the knowledge of  
said John D. Jones but on the contrary says  
that he made said deed procuring his brother  
John D. Jones, in accordance with a promise  
made to said John D. Jones when he borrowed  
the said amount of \$700. from him to secure  
him the said amount of money whenever  
he should be thereafter requested so to do and  
that his brother John D. Jones did request him  
to secure said amount to him, on the morning  
of the 7. Day of June the day he made  
said deed of assignment. Your Respondent  
says that said debt due his brother is just and  
true and was sent by him in paying said  
Wm. H. Price for the stock of goods purchased  
in January 1889. Your Respondent says that the

that the M. L. Lloyd is just and true and is  
the goods purchased of him. Your Respondent  
says that the debt due Meritt Briggs is just  
and true & is for professional services and  
your Respondent denies that said debt is  
a voluntary conveyance without consideration  
designed solely to relieve or save and was made  
with intent to hinder, delay and defraud your  
complainants and the other creditors of  
your Respondent. And this Respondent denies  
all fraud, unlawful combination and  
conspiracy and having fully answered the  
complainants bill prays to be hence dismissed  
with his reasonable costs by him in this  
bill of exchange & he will save pay \$11.

R. A. Jones dep.

Meritt Briggs  
P. d.

State of Virginia  
County of Hanover Court.

This day  
personally appeared before the R. W. Rawls  
a Mayor Public for the County and State  
aforesaid W. A. Jones whose answer is

above letter, and made oath that the statements  
contained in the said answer, so far as made  
of his own knowledge are true and so far as  
made from knowledge or information derived  
from others they are believed to be true

Given under my hand this 17 day of June 1889

R. H. Rawles

Notary Public

Answer of W. A. Jones.

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

Your Complain-  
ants, W. B. Godwin and A. B. Owens, merchants  
and partners in trade under the name of  
Godwin and Owens, respectfully represent  
that they heretofore exhibited in this Court  
their original bill of complaint against  
Meritt Biggs Trustee and others, which is  
filed in the papers in this Cause marked  
"Bill", and which they pray may be read  
as part of this amended Bill, repeating  
here all the allegations of said original Bill.  
Your complainants in said original Bill  
failed to make said Meritt Biggs, in his  
individual capacity, and as one of the  
preferred creditors of W. A. Jones, a party  
defendant to said original Bill. They now  
pray that W. A. Jones, Meritt Biggs Trustee,  
M. J. Lloyd, Geo. J. Jones and Meritt Biggs  
may be made parties defendant to the said  
Original and to this amended Bill, & required  
to answer the same, answer under oath  
being waived; that said Decree may be set  
aside as fraudulent, null and void, and  
the assets of said W. A. Jones may be subjec-  
ted to the payment of Your Complainants'  
claim, and that Your Complainants may  
have such other, further and general

relief in the premises as this cause may  
require, or to Equity may seem meet; and  
Your Complainants will Ever pray &c.

God wins & Ours

By Counsel -

Newsumond County to wit:

J. E. E. Holland

a Notary Public for Said County in the State  
of Virginia do Certify that Geo. H. Wright  
This day personally appeared before me  
and made oath that the statements con-  
tained in the foregoing amended Bill  
are true to the best of his knowledge &  
belief -

Given under my hand this 25<sup>th</sup> Day of  
Feb 1890 -

J. E. E. Holland N.P.

Godwin & Ross

vs } In Chancery -

Biggs Lusk & als

Amended Bill -

To Hon C. W. Hill, Judge of the Circuit Court of  
Hauemann and County;

Your Complainants,  
W. B. Godwin and A. B. Owens, merchants and  
parties in trade under the name and style  
of Godwin & Owens, respectfully represent  
and show unto Your Honor, that some time  
in the Year 1888, one W. A. Jones, of Gates Co.,  
in the State of North Carolina, engaged in  
the mercantile business, near Suffolk in the  
State of Virginia, and has since then been  
purchasing goods, for his trade from Sun-  
day parties. That when said W. A. Jones began  
business, he purchased a stock of goods from  
Wm. H. Pierce of Suffolk, paying therefor in cash  
about seven hundred dollars, and gradually  
adding to said stock, by purchase, in the usual  
course of trade, receiving credit from Your Com-  
plainants, upon his representation of his  
business, and financial responsibility, - un-  
til on the 7<sup>th</sup> day of June 1889, the said W. A.  
Jones was indebted to your Complainants by  
open account and note, in the sum of \$128<sup>30</sup>,  
a portion of said indebtedness having been  
incurred on the 5<sup>th</sup> day of June and paid on  
the 7<sup>th</sup> day of June 1889. On the 7<sup>th</sup> day of June  
1889, the very day on which said W. A. Jones  
purchased part of the goods, which represent

part of his indebtedness to your Complainants, the said W. A. Jones made a Deed of Assignment to Merritt Biggs, Trustee, conveying the entire stock of goods, notes, accounts and licences, and in order, as set forth in said Deed, to secure certain indebtedness, as shown by a schedule of debts attached thereto; a copy of said Deed being herewith filed, which your Complainants pray may be read as part of this bill. In the schedule of debts attached to said Deed, said Merritt Biggs is made a preferred creditor to the extent of \$50<sup>00</sup> for alleged professional services, rendered to said W. A. Jones; M. F. Lloyd, a preferred creditor to the extent of \$50<sup>00</sup> and Geo. J. Jones, a brother of said W. A. Jones, a preferred creditor to the extent of \$700<sup>00</sup>. Now your Complainants are advised and believe, therefore allege, that no such debts as are made preferred debts in said Deed, are due by said W. A. Jones; that said Geo. J. Jones, is a brother of W. A. Jones, and is a young man whom said W. A. Jones has had employed as clerk in his store on a small salary for a few weeks only, and has not at any time been a creditor of said W. A. Jones for any amount, and has never loaned said W. A. Jones any money to place in his business, and that the entire assets conveyed under said Deed would be more

than absorbed in the payment of the preferred claims named in said Deed, leaving nothing to be paid to creditors of the second class. Your Complainants further allege that said Deed was made without the knowledge of said Geo. J. Jones, but that since its execution said Geo. J. Jones, has been empowered by Merritt Biggs the Trustee, to take charge of the store and stock of goods and is selling and disposing of the goods so conveyed, by direction of said Trustee. All of which actings and doings are contrary to Equity and good Conscience. Your Complainants charge that said Deed is in fraud of bona-fide creditors, and is a voluntary conveyance without consideration deemed valid or valuable in law, and was made with intent to hinder, delay and defraud your Complainants and other bona-fide creditors of said W. A. Jones, in the collection of their just demands.

But as your Complainants are without remedy in the premises, save by the aid of a Court of Equity, to the end &c, they pray that said W. A. Jones, Merritt Biggs, Trustee, M. F. Lloyd and Geo. J. Jones, may be made parties defendant hereto, and required to answer the allegations of this Bill (Answer under oath being waived); ~~that a decree may be taken, of all the assets of W. A. Jones, that said Deed may be set~~

aside as fraudulent, null and void, and the assets of said W. A. Jones, named therein may be subjected to the payment of your complainants' claim. And as great injustice may be done your complainants, by permitting the parties now in charge of said assets to continue their control and disposition thereof your complainants pray that your Honor will grant an injunction, enjoining and restraining said Merritt Biggs, Trustee, M. F. Lloyd and Mrs. J. Jones, and W. A. Jones, their agents, attorneys, and all other parties, from further controlling or disposing of said assets <sup>under said deed</sup>, that the Sheriff of Hantsman County, may be appointed by your Honor, Receiver, to take charge of all the property conveyed by said Deed, and to sell and dispose of the same, and deposit the proceeds of such sale in the Farmers' Bank of Hantsman, subject to the further order of this Court to be made herein\*. That an account may be had before one of the Commissioners of this Court of the debt especially due your complainants by said W. A. Jones, and of any other debts due by him; and that your complainants may have such other, further and general relief in the premises as the nature of their cause may require, or to Equity may seem meet, and they will ever pray &c.

\* That said Merritt Biggs, Trustee & Mrs. J. Jones may be required to pay & turn over to said Sheriff all money, or other property in their possession, by virtue of said Deed.

And Your Complainants here give notice that  
they will ask for the allowance of reasonable  
Counsel fees for conducting this Suit.

Godwin & Owens  
By Counsel

Hansemund County, to wit:

This day, W. B. Godwin  
of the firm of Godwin & Owens, whose Complaint  
is above written, personally appeared before me  
and made oath that the Statements contained  
in said Bill are true to the best of his knowledge  
and belief. Given under my hand this 13<sup>th</sup> day  
of June 1889.

Jos H. Wright N. J.

Godwin & Owens

vs

Meritt Biggs Trust & others:

The Injunction as prayed for in the Complainants' Bill is hereby awarded, and ~~the~~ Meritt Biggs Trust, M. F. Lloyd, Jas. J. Jones and W. A. Jones, their agents, Attorneys, and all other parties are hereby Enjoined and restrained from all further proceedings under the Deed of assignment from W. A. Jones to Meritt Biggs Trust, or from any control or disposition of the assets named in said Deed, until the further Order of the Court, and the Court doth also ~~order~~ that W. H. Howell Sheriff of Hantsman County, who is hereby appointed Receiver for that purpose, do take immediate charge and control of the stock of goods and all other assets included in the Deed from W. A. Jones to Meritt Biggs Trust, and that said Receiver sell and dispose of the said goods and other assets, and also collect from said Meritt Biggs Trust and Jas. J. Jones all funds received by them under said Deed, and deposit the same, together with the further proceeds of sale of said assets, in the Farmers' Bank of Hantsman, to his credit as Receiver in the Cause, and subject to the future orders of this Court, to be made herein. \* But this

Orders shall not take effect until the Complain-  
ants or some one for them, enter into a bond  
before the Clerk of this Court in a penalty of  
\$ 1000 — Dollars, with security deemed  
sufficient by said Clerk, and conditioned to  
pay all such costs and damages as may be  
awarded against them, by reason of granting  
this injunction, should the same be  
dissolved.

C. W. H. H.

June 14, 1889

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Clerk of Circuit Court  
Harrison and Co.

Goodwin & Pears  
27 1/2 St. Chancery  
Bridges, Trustees & Co.  
Bills

Godwin & Owens

Plaintiff

vs } In Chy.

Merritt Briggs Truste  
HWA Jones & als

Defendants

|                        |                                                              |
|------------------------|--------------------------------------------------------------|
| 1890. July 24th.       | Process issued returnable first Monday March.                |
|                        | Amended Bill filed                                           |
|                        | Exceptions to Report of Sale.                                |
| 1890 March 3rd         | Process returned executed in all defendants except HWA Jones |
|                        | Decree nisi against defendants.                              |
| 1890        "    17th. | Decree nisi' confirmed and Case set for hearing              |

Godwin & Owens  
NS } In Chy  
Merritt Briggs & Co

Chancey notes