

1906-002
Nansemond Co (Suffolk) Chancery Causes: Nansemond Truck Package Co et al vs Hampton Roads Brick Co et al

W.J. Wilson & Co], Henry Martin Brick Machine Manufacturing Co], Miner, McClellan,

Freney, McLeomore, Turner, Stewart, Wilson, Newell, Philhower

OVERSIZE

Box 4

- 2 broadsides

Kausemond Truck
Package Co. etc.

v. Bill & Co.

Hampton Road Brick Co.
et als.

McLemore & Co. Pitt.
P.V.

Wansemound Truck Package Co
vs In Chancery

Hampton Roads Truck Co,

1902. July 27th. Process issued returnable
to April Rules first Monday

" April 7th Process returned executed in
Luella K Freney James L
McLemore Trustee N L Turner
and R E Stewart Trustee
Memorandum Published as
to Hampton Roads Truck Co
for four weeks.

Bill filed and decree nisi
against said Company.

" " 21st Decree nisi confirmed
and cause set for hearing

Chancery
Notes

Truck
vage Company
W. Subhancery
Hampton Roads
Buck Co & others.

1906
May 18th
Final Decree

Costs-

Clark 9.71

"Coet- .75

Shiffman 200

"Hansen 50

Seayman 50

Jay 150

Atty 1500

\$ 29.96

Recd. Octo. 21. 1902 of Jas. L. W. Lmore
Receiver in Cause of Hampton Road Brick Co
and Nauseward Brick & Co. Five Dollars
for selling the property of the Company Sept
17. 1902

J. Well Society, Assoc

Established, 1873

Terms of this Bill NET CASH

Newspaper

Book Job

Commercial

and Legal

Printing

First-class Printing of all kinds

promptly executed

SUFFOLK, VA.,

November 1, 1902.

Mr. J. L. McLeure,

Receiver

To The Suffolk Herald, Dr.

BOOK AND JOB PRINTING

A full line of Legal Blanks in stock

No. 9 Washington Square

1902

Aug.	19	To printing 100 Bills Sale of clay Lands	\$ 1.50	
	22	Publishing notice of Receiver's Sale of clay Lands,	8 00	\$ 9.50
Nov.	1	Received payment.		
		Postage & mailing		
				50
				10.00

The Herald,
McLeod.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Nansemond County—
Greeting:

You are Hereby Commanded to Summon Hampton Roads Brick Company, a corporation, of Portsmouth, Va., Louella K. Freney, James L. McLemore, Trustee, H. L. Turner and R. E. B. Stewart, Trustee, to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in April 1902, to answer a Bill in Chancery, exhibited against them in the said Court by A. B. Mner and H. McClellan, trading as Nansemond Truck Package Co., and W. J. Wilson, trading as W. J. Wilson & Co., and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 27th day of February, 1902, in the 126th year of the Commonwealth.

Teste:

A. P. GOMER, Clerk.
McLEMORE & CORBITT, p. q.

The Last Heard of It.

"My litt"

All Available Text Successfully Captured

SUFFOLK, VA., Nov 3rd 1901

McLennan Hospital

City,

Dear Sir,

I find from the books of the SUFFOLK HERALD your account to be
\$16.00. If you wish an itemized statement, I will have it mailed
to you.

Please give this your prompt attention, so as to enable the Ad-
ministrator to make an early settlement of the estate.

Very truly yours,

J. E. Bennett

Administrator of Myrtie Booker Bennett.

6.00
10.
22
38.

(over)

Feb. 27-1902

Ad. 3 ins 4 times 2

The Hampton Roads Brick Co. \$6.00

Paid.

J. B. Everett

Nov 3-1902 Adm.

July 1st, 1902
M Hampton Roads Brick Co Dr.

To W. J. OLIVER, Commissioner of Revenue.

To transferring 52 acres of Land from
George H. Newell \$1.00
Located In Upper Parish

Received payment. W. J. Oliver
July 24/1902

Hampton Roads Brick Co. Dr.

To S. T. ELLIS, Treasurer of Nansemond County, Va.

No. <u>159</u> <u>52</u>	State Tax, 30c. on \$100.	State School Tax, 10c. on \$100.	County Levy, 20c. on \$100.	Parish Levy, 8c. on \$100.	County School Tax, 5c. on \$100.	District School Tax, 5c. on \$100.	County Road Tax, 15c. on \$100.	TOTAL TAX
Estate, value <u>676</u>	<u>203</u>	<u>68</u>	<u>136</u>	<u>54</u>	<u>34</u>	<u>34</u>	<u>102</u>	<u>631</u>
Real Property, value <u>5000</u>	<u>1500</u>	<u>500</u>	<u>1000</u>	<u>400</u>	<u>250</u>	<u>250</u>	<u>750</u>	<u>4650</u>
value \$								
axes		<u>100</u>					<u>50</u>	<u>5981</u>
total								<u>262</u>
t. additional <u>Cash paid by R. W. Withers Nov 11</u>								<u>5079</u>
total								<u>257</u>

1 payment 24 day of July 1903 N. A. King Treasurer.

paid by Court Order viz
for 1901 \$29.30 4 for 1902 \$29.30 through J. L. McLeure.

Receipt

FOLIO

020

Aug 21

Norfolk, Va., *Dec 14* 190*2*

James L. Mc Lemore Suffolk Va
To The Norfolk Landmark Publishing Company, Dr.

To *Reer's Sale Clay lands 8 mps 6 T* \$ *22* 00

Received Payment,

Ch. Wozni
1-16-03

FOR NORFOLK LANDMARK.

\$48.⁸³

Dec 17th 1902



Received of J. L. McMorse
Forty eight ^{and} ⁸³/₁₀₀ Dollars
it being amt due ^{by} the Hampton Roads Brick
for 1901 but not in payment of same

W. A. King Depy Secy

No.

Washington D. C. June 19 1903

Received check of Jas. McLenore, Receiver
in suit of Hansewood Brick Package Company vs
Hampton Roads Brick Co for \$114.68, as decreed
by the Circuit Court of Hansewood County Va

Harry T. Turner

sign & return to me

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIRCUIT
COURT OF NANSEMOND COUNTY.

-----0-----

The undersigned, Receiver in the chancery cause of Nansemond Truck Package Company v. Hampton Roads Brick Company, begs to report that in addition to the \$680.00 received by him from the sale of the property held by the said company, known as the Brick plant, that he has also received the sum of \$89.40 from James L. McLemore, Trustee, under a deed from George M. Newell and wife to secure a debt due to Louella K. Ereeney, same being the surplus in the property after paying said debt and the costs of sale, which property comes to the said receiver by reason of the fact that same was purchased by said Hampton Roads Brick Company subject to the deed of trust.

The receiver also reports that by consent of all parties the funds in his hands have been by agreement divided in accordance with the statement to follow, the said division being ^{by consent of} ~~to~~ all parties in interest:

Amount from sale of property-----\$680.00

Amount of equity in land from J. L.
McLemore, Trustee,----- 89.40

To paid Court costs-----\$29.96
" " counsel's fee----- 30.00
" " cryer at sale----- 5.00
" " taxes 1901-1902,-----46.69
" " for advertisement in "Land-
mark" and "Suffolk Herald"----- 38.00

To paid Clerk of County Court
for order reducing assessment-----1.50

To paid Mrs. F. B. Carroll pri-
or rent claim-----125.00 *paid. McLemore & Corbett
attys.*

To paid pro rata Henry Turner on
account of his deed of trust on
the plant-----309.12

To paid pro rata W. J. Wilson----- 17.21 *paid McLemore & Corbett
attys.*

To paid pro rata Henry Martin Brick Company-----	2.60	Pd Lee Britt atty
To paid pro rata Henry Martin Brick Company-----	55.56	Pd Lee Britt atty
To paid J. B. Philhower pro rata----	25.61	Pd Lee Britt atty
" " L. B. Carroll " "-----	18.15	Pd. McMon & Corbett atty
" " Nansemond Truck Package Co.-----	65.00	Pd McMon & Corbett atty
	<u>\$769.40</u>	<u>\$769.40</u>

All of which is,

Respectfully submitted,

Dec. 20, 1902

Jas L. McMon.
Receiver.

Rec'd of J. L. McMon. the sum of
one hundred and ninety four & 4/100
dollars being the amount directed by
decree of the Circuit Court of Nansemond
County to be paid out of the pro rata
share of Henry L. Turner mentioned in
the above report, to wps.

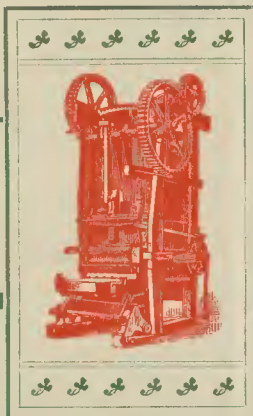
Jan'y 13, 1903

The Henry Martin Brick Machine
by Lee Britt
atty.

Nausumand Truck Co.
to the

V. 3 Report of Receipt.
Hampton Road Truck Co.

1903 January 13th -
filed



The Henry Martin.
Brick Machine Mfg. Co., Inc.

MANUFACTURERS OF

**Brick Machinery, Disintegrators
and Brick Yard Supplies.**

Main Offices: 552-554 North Charlotte Street

LANCASTER, PA. Aug. 26, 1902.

CABLE ADDRESS
MARTIN LANCASTER
LIEBER'S AND A B C
CODES USED

POSTAL TELEGRAPH-
CABLE CO.
WIRES DIRECT TO OUR
FACTORY OFFICE

LONG DISTANCE
AND INDEPENDENT
TELEPHONES

Mr. Jas. L. McLemore,
Suffolk, Va.

Dear Sir:-

We understand from Mr. George M. Newell that you have been appointed Receiver for the Hampton Roads Brick Company, and that our claim has been properly filed against the company. We enclose copy of same, and remain,

ENCLOSURE

Respectfully yours,

Dict'd. Wm. R. Martin-B.

THE HENRY MARTIN BRICK MACHINE MFG. CO.,
INC.
LANCASTER, PA.
Wm. R. Martin
GENERAL MANAGER

JAMES L. MELEMORE.

JAMES H. CORBITT.

MELEMORE & CORBITT,

ATTORNEYS AT LAW.

SUFFOLK, VA.

COURTS - HANSEMOND, SOUTHAMPTON, ISLE OF WIGHT.

February 26, 1902.

Mr. A. P. Gomer, Clerk,
Suffolk, Va.

Dear Sir:-

I enclose you herewith memorandum for suit and order of publication. It is necessary to get this order of publication in by 12 o'clock tomorrow in order that it can go in the "Herald" of this week. I wish, therefore, you would write up the order and send it to me by Joe when he comes up for the mail.

Thanking you, I am,

Yours very truly,

Dic. J. L. M.

*Please call me as soon
as you reach the office -*

James L. Melmore

MEMORANDUM FOR SUIT.

A. B. Miner and H. McClellan
trading as
Nansemond Truck Package Co.

and

W. J. Wilson, trading as
W. J. Wilson & Co., -----Complainants,

v.

Virginia Hampton Roads Brick Company, a corporation of Portsmouth
Louella K. Freeney, James L.
McLemore, Trustee, H. L. Tur-
ner and R. E.B. Stewart, Trustee, -----Defendants.

April
Summoned in Chancery to First ~~March~~ Rules, Cir-
cuit Court, 1902.

McLemore & Corbitt p.q.

Issue Order Publication.

Pay \$1.50

IN THE CLERK'S OFFICE OF NANSEMOND COUNTY CIRCUIT COURT.

This day James L. McLeMore, personally appeared before me, A. P. Gomer, Clerk of the Circuit Court of the said County of Nansemond, and made oath that there is no agent of the Hampton Roads Brick Company, a corporation, in the County of Nansemond wherein the case of Nansemond Truck Package Company and others against Hampton Roads Brick Company and others, is commenced; and that there is no person in said county of Nansemond on whom there can be service of processes against the said Hampton Roads Brick Company, as provided by Section 3225 of the Code of Virginia.

Given under my hand this 26th day of February, 1902.

A. P. Gomer Clerk

The object of this suit is to establish a debt of \$468.81 as due to Nansemond Truck Package Company by Hampton Roads Brick Company, with interest thereon from November 1st., 1901, till paid, and a debt of \$77.50 as due to W. J. Wilson & Company by Hampton Roads Brick Company, with interest thereon from September 1st., 1901, till paid, and to have set aside ^{because} ~~as~~ void ^{as} against the creditors, a certain deed ^{of Trust} made by Hampton Roads Brick Company to R. E.B. Stewart, Trustee, for the benefit of H. L. Turner, recorded October 23rd., 1901, and to subject the property of said corporation to the debts of the complainants; protecting and preserving same until final disposition is made, by the appointment of a receiver, if same should be deemed necessary.

M Lemore & Corbit pg.

Nausa Truck Pkge Co
vs In Chancery
Nampton Roads
Buck Company & others

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Nampton Roads Brick*
Company a Corporation duly incorporated under
the laws of the State of Virginia, *Lenella R.*
Freney and *James L. M. Lemore* Trustees and
Receiver *N. L. Turner* and *R. E. B. Stewart*
Trustee

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *First* Monday in *October 1902*, to answer
a Cross Bill in Chancery, exhibited against *them*
in the said Court by *Nemy Martin Brick Machine*
Manufacturing Company

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *18th* day of
September, 1902, in the 127th year of the Commonwealth.

A copy—Teste:

Teste:

CLERK.

CLERK.

Executed this the 20th day of Sept. 1902. by delivering
 a true copy of the within process to Jas. D. McInnis
 Trustee. Mrs. Irvella K. Freemy not being found
 at her usual place of abode. I delivered a true copy
 of the within process to Mrs. M. S. Eley her sister, whom
 I found in charge, over the age of 16 years and to whom
 I explained the purport of the same. No one found in
 my County of the Hampton Roads Brick Company upon
 whom to execute service.

A. W. Baker
 Sheriff

R. A. Baker & Son }
 Sec. Brit } p. q.

Norris Martin Brick
 Machine Mfg. Co.

vs. In Chancery.

Hampton Roads
 Brick Company

1902

October Rules.

First Monday.

Nansemond Circuit Court

Process Book No. 21

Page 232

P. M.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Nampton Roads Brick*
Company a Corporation duly incorporated
under the laws of the State of Virginia
Louella K Freeman and James L M Lemore
Trustee and Receiver N L Turner and
R E B Stewart trustee

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
 for the said Court, on the *First* Monday in *October 1902*, to answer
a Cross Bill in Chancery, exhibited against *them*
 in the said Court by *Nemy Martin Beick Machine*
Manufacturing Company

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *18th* day of
September, 1902, in the 127th year of the Commonwealth.

A copy—Teste: *A. P. Gomer*, CLERK. } Teste: *A. P. Gomer*, CLERK.

R.H. Baker & Son
Lee Britt } p. q.

R.E. B. Stewart Trustee

vs.

In Chancery.

Sep 23. 1902-

Order accepted for
R.E. B. Stewart Trustee
William H. Stewart
att'y

1902

October Rules.

First Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 233

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Namptin Roads Brick*
Company a Corporation duly incorporated
under the laws of the State of Virginia *Lonella*
K. Frumy and *James L. M. Lemore* Trustee and
Receiver *N. L. Turner* and *R. E. B. Stewart*
Trustee

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *First* Monday in *October 1902*, to answer
a Cross Bill in Chancery, exhibited against *them*
in the said Court by *Nenny Martin Brick Machine*
Manufacturing Company

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *18th* day of
September, 1902, in the 127th year of the Commonwealth.

Copy—Teste: *A. P. Gomer*, CLERK. } Teste: *A. P. Gomer*, CLERK.

R M Baker & Son
Lee Britt } p. q.

H L Turner

vs.

In Chancery.

Sept 23. 1902

Summi accepted
for H. L. Turner
William H. Stewart
atty

1902

October Rules.

First Monday.

Nansemond Circuit Court

Process Book No *2*---

Page *233*---

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

Nampton Roads
a Corporation of Portsmouth Virginia
Brick Company, Louella R Greaney
James L M Lemore, Trustee H L Turner
and R E B Stewart, Trustee

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the *First* Monday in *April* 1902, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *A B Miner and N M Clellan*

trading as Nansemonda Brick Package
Co and W J Wilson trading as
W J Wilson & Co

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *27th* day of *February*, 1902, in the 12th year of the Commonwealth.

A copy—Teste:

Teste:

CLERK.

CLERK.

Executed this 17 day March 1902
by delivering a true copy of the
within process to James L. McLenore
Trustee and Louella K. Haerney
in person

AS W. Baker
Shiriff

McLenore Heorshill p. 9.

Nansmond Clerk
Package No.

vs.

In Chancery.

Nansmond Road Buck
Lee v. the

1902.

April Rules.

Shiriff Monday.

Nansmond Circuit Court.

Process Book No. 21.

Page 221.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

Hamilton Roads
a Corporation of Portsmouth Va & Louella R. Freney
James L. Mc Lemore, Trustee, J. L.
Turner and R. E. B. Stewart, Trustee

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the *First* Monday in *April 1902*, to answer

a Bill in Chancery, exhibited against *them*
 in the said Court by *A. B. Miner and H. McCallan*
trading as, Nansemond Truck
Package Co. and R. J. Wilson
trading as R. J. Wilson & Co

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *27th* day of *February*, 1902, in the 12^{*6*}th year of the Commonwealth.

A copy—Teste: *A. P. Gomer*, CLERK. } Teste: *A. P. Gomer*, CLERK.

McLemore Horbit p. q.

Hampton Roads
Buck Co.

vs. } In Chancery.

1902

April Rules.

First Monday.

Nansemond Circuit Court.

Process Book No. *2*

Page *221*

Not Entered in my Court
March 17 1902
W. H. P. 3/17/02
Shunk

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

Nampten Roads
Brick Company a Corporation duly
incorporated under the laws of the State
of Virginia Louella K. Freney and
James L. M. Lemore Trustee and Receiver
N. L. Turner and R. E. B. Stewart Trustee

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *First* Monday in *October 1902*, to answer

a Cross Bill in Chancery, exhibited against *them*

in the said Court by

Nenny Martin Brick Machine
Manufacturing Company

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *18th* day of

September, 1902, in the 12⁷th year of the Commonwealth.

A copy—Teste:

Teste:

A. P. Gomer, CLERK.

A. P. Gomer, CLERK.

R N Bakertson
Lee Britt } p. q.

Nampten Roads
Buck Company

vs.

In Chancery.

1902

October Rules.

First Monday.

Nansemond Circuit Court.

Process Book No. *21*

Page *233*

CHANCERY SUMMONS.

The Commonwealth of Virginia,
Sergeant the City of Portsmouth
TO THE ~~SHERIFF~~ OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON—

Nampton Roads
Brick Company, a corporation of
Portsmouth Virginia, Louella K Greaney,
James L M Lemore Trustee, N L Turner
and R E B Stewart—Trustee

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *First* Monday in *April 1902*, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *A B Miner and N M C Bellan*
trading as Nansemond Truck Package
Co and W J Wilson trading as W J Wilson
Co

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *27th* day of
February, *1902*, in the *126*-th year of the Commonwealth.

A copy—Teste:

Teste:

, CLERK.

, CLERK.

Executed in the City of
Portsmouth Virginia on
this 13th day of March 1902
by delivering a true copy hereof
to R. E. B. Stewart Master in
person, Wm. Fox Smith Sglt-
of said City of Portsmouth Va.

Recd 50¢ fee for service
Wm. Fox Smith

W. Lemore Horbitt p. q.

Nansemond Truck
Package Co

vs. } In Chancery.

Namptown Roads
Truck Co & others.

1902

April Rules.

First Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 221

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF ~~NANSEMOND~~ ^{Sauifax} COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

Hampton Roads
Brick Company a corporation of
Portsmouth, Virginia, Louella H.
Freemey, James L. McAnmore, Trustee
H. L. Turner and R. E. B. Stewart,
Trustee

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *First* Monday in *April* 1902, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *A. B. Miner and A. McEllan*
trading as Nansemond Truck Pack-
age Co. and R. J. Wilson trading
as R. J. Wilson & Co.

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *27th* day of
February, 1902, in the 12⁶th year of the Commonwealth.

A copy—Teste:

Teste:

CLERK.

CLERK.

Executed March 21st 1902, by posting a copy of with-
-in summons on the front door of H. L. Thurber's
residence, he nor any of his family, not being
found at their usual place of abode

G. A. Gordon Shff
by S. R. Jacobs Depty Shff

McLennan Herbert p. 9.

Nansemond Circuit

Package Lee

vs.

In Chancery.

Nansemond Roads

Package Lee vs. Thurber

1902

April Rules.

First Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 211

Know All Men by These Presents, That we, *James L McLeMORE*
and James N Corbitt

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Five thousand* DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this *24th* day of *July* in the year of our Lord one thousand ~~eight~~ ^{nine} hundred and *two*, and in the *127th* year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *by a decree of the Circuit Court of Nansemond County pronounced in vacation on the 12th day of July 1902 by the Hon. Robert R Prentiss Judge in the Chancery cause pending in said Court between the Nansemond Truck Package Company and others Complainants and the Nansemond Roads Brick Company and others defendants James L McLeMORE was appointed Receiver of all and singular the goods chattels and effects of the Nansemond Roads Brick Company and ordered to take into his possession said property mentioned and described in the bill and proceedings herein and proceed to sell at public auction after an advertisement of at least twenty days by posters and publication in such newspapers as in his judgment may be expedient and sell the same upon the terms mentioned in said decree. But before the said receiver shall proceed to execute this decree he shall enter into bond before the Clerk of this Court with security in the penalty of five thousand dollars approved by said Clerk payable according to law and conditioned to faithfully perform his duties under this and all other decrees herein then the above obligation is to be void, otherwise it is to remain in full force and effect.*

James L McLeMORE
James N Corbitt

SEAL

SEAL

SEAL

SEAL

SEAL

In the office of the Clerk of the *Circuit* Court of Nansemond County, on the *24th* day of *July 1902*

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

A copy
Teste:

Teste:

A. J. Somers clerk

A. J. Somers

CLERK.

James L. McLenore

To } Receiver's
Bond

The Commonwealth.

1902

July 24th

Recorded in Official
Bond Book No 1
Page 279

A copy,

Hamilton Rhodes
Dec. 1902

Nausd Truck Pkg Co

^W
Nampton Rhodes Buck Co

Costs

clerk Car ch

9.71

" Co "

75

Total due clerk

\$10.46

Shff Nausd Co

2.00

" Fanfoy "

50

Deget Portsminute

50

Fay

1.50

Attorney

15.00

\$29.96

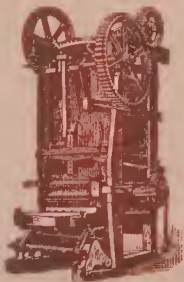
Costs

The Henry Martin --
Brick Machine Mfg. Co. Inc.

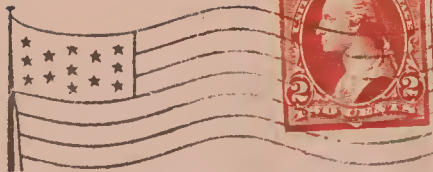


Lancaster, Pa. U. S. A.

Brick Machinery &



Brick Yard Supplies



Mr. Jas. L. McLemore,

Suffolk,

Virginia.



HAVE YOU SEEN IT WORK?



THE FAMOUS "MARTIN" STOCK BRICK MACHINE.

MEMORANDUM. Harroton Roads Brick Co.

Invoice as per copy enclosed,.....\$37.00

Note dated June 2nd, at 90 days,.....\$250.00

Costs, with interest to date,.....\$ 2.50
\$359.50

Nauseum and Truck Pkg Co.
Ant. —

30.
12.46

Frs. taxes and
Process — 16.50
1.00

Nauseum T.P.C. 35.

Fz by Court 30.

Mrs Cornell 10.

Wilson 2.
2.50

L.B.C. —

97.00

Texas

57.20
27.20

No.....

.....COUNTY, Va.,190

To.....

I hereby acknowledge the receipt (with postage stamp enclosed) of your report as Teacher of Public
..... School, No..... in..... School District of the County
of....., for the school month ending the..... day of....., 190.....
The report is made out in due form, and shows..... pupils on roll for the month, and.....
in average daily attendance. Teacher absent without good cause..... days.

Under your contract this entitles you to receive..... dollars and
..... cents as your salary for said month.

Month No.....

.....
Superintendent of Public Schools.

Hy Juman	309.12
Wilson	17.21
W. Martin	{ 2.60
" "	{ 55.56
Phillips	25.61
Carroll	18.15

430.50
428.56
428.25

Gas power	769.40
Coal	24.96
Charcoal	35.
Oil	5.
Soap	46.69
Lat.	28.00
Check the order	11.50
Rent	157.15
Insurance	125.
Insurance	65.
Coal	428.25
	<u>769.40</u>

Norfolk, Va., Sept. 14th, 1901.

Hampton Roads Brick Co.,

Suffolk, Va.,

To W. J. Wilson and Company,-----BR-----

=====

July, 1901, to Big Barge, for nine days from 2nd inst.
to 10 instant, both inclusive, @ \$6 per day,-----54.00

" 2, " To shifting barge to N. & W. Ry.----- 1.50

" 9, " To shifting barge from Navy Yard to Court St?----- 2.00

August To barge No. 2, five days from 17th to 21st,
both inclusive,-----at 4. per day,-----20.00
Total,-----\$77.50

*Interest claimed on this account from Sept. 1. 1901.
till paid.*

THE COMMONWEALTH OF VIRGINIA,
To the Sheriff of Nansemond County—
Greeting:

You are Hereby Commanded to Summon Hampton Roads Brick Company, a corporation, of Portsmouth, Va., Louella K. Freeney, James L. McLemore, Trustee, H. L. Turner and R. E. B. Stewart, Trustee, to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in April 1902, to answer a Bill in Chancery, exhibited against them in the said Court by A. B. Miner and H. McClellan, trading as Nansemond Truck Package Co., and W. J. Wilson, trading as W. J. Wilson & Co., and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 27th day of February, 1902, in the 126th year of the Commonwealth.

Teste:

A. P. GOMER, Clerk.
McLEMORE & CORBITT, p. q.

Office of The Herald.

Suffolk, Va. Mar 28, 1902
+8

I hereby certify that the order of which the annexed is a copy has been published in THE SUFFOLK HERALD in the manner prescribed by law==once a week for four successive weeks.

Suffolk Herald
J. R. Martin

~~Editor Herald.~~
Bookkeeper

Circuit Court.

Tuesday after the Second Monday in
April and October.

HON. ROBERT R. PRENTIS, Judge.
AZRA P. GOMER, Clerk.

County Court.

Second Monday in each month.

HON. WILBUR J. KILBY, Judge.
ROBERT R. SMITH, Clerk.
E. E. HOLLAND, Commonwealth's Attorney.
ALEX. H. BAKER, Sheriff.
SYDNEY T. ELLIS, County Treasurer.
JOHN B. PINNER, Commissioner of Accounts.

Nansemond County Clerks' Office.

Suffolk, Va., 190

THE COMMONWEALTH OF VIR-
GINIA,
To the Sheriff of Nansemond County—
Greeting:

You are Hereby Commanded to Summon
Hampton Roads Brick Company, a cor-
poration, of Portsmouth, Va., Louella K.
Freeney, James L. McLemore, Trustee,
H. L. Turner and R. E. B. Stewart, Trustee,
to appear at the Clerk's Office of the Cir-
cuit Court of Nansemond County, at the
Rules to be held for the said Court, on the
first Monday in April 1902, to answer a
Bill in Chancery, exhibited against them
in the said Court by A. B. M. ner and H.
McClellan, trading as Nansemond Truck
Package Co., and W. J. Wilson, trading as
W. J. Wilson & Co., and have then and
there this summons.

Witness, A. P. GOMER, Clerk of our said
Court, at his office, this 27th day of Febru-
ary, 1902, in the 125th year of the Com-
monwealth.

Teste:

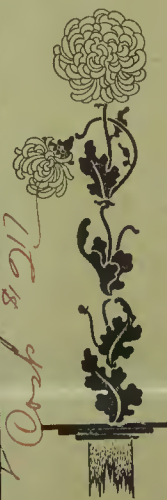
A. P. GOMER, Clerk.
McLEMORE & CORBITT, p. q.

*I A P Gomer clerk of the Circuit Court of Nansemond
County do certify that the above order of publication
was posted at the front door of Nansemond County
Courthouse on Monday the 10th day of March 1902
it being the first day of the March term of the County
Court of said County*

Teste: A P Gomer clerk

Prottested for non payment
Apr. 2, 1902
by W. J. Howard of
Cash \$217

\$ 250 -



Ninety days after date we or either of us promise to

Pay to the order of The New, Martin Brick Machine Mfg. Co.
Ten Thousand and 8/100 DOLLARS

At National Metropolitan Bank, Washington D.C.

Value received, without defalcation, Hampton Roads Brick Co.,

Geo M Newell Secy
Jm Bachelder President

No. Due

B.

July 29 1901

SUFFOLK, VA.,
Hampton Roads Brick Co

—❁—MANUFACTURER OF❁—

ROUGH AND DRESSED

Cypress Shingles, Flooring, Ceiling and Moulding, Specialties.

			Feet	Price.	Amount
Apr 8	to	4 ft 3 x 8 = 12	16	\$ 1.50	
" "	"	250 ft 1/4 Boards	11	2.35	
" "	"	2 ft 4 x 4 = 16	"	4.60	
" "	"	4 " 4 x 4 = 18	"	1.05	
" 13	"	3336 - Pallets	234	9.74	
" 18	"	1174 - ft 2 x 4 = 18 & 20 ft	"	12.91	
" "	"	584 - Pallets	11	6.42	
" "	"	2471 - Pallets	234	6.64	
" 23	"	200 ft #2 7/8 ply	17	3.40	
" "	"	560 " #3 1/2 in ceil	12	6.00	
" "	"	107 " 8 in Bop	11	1.17	
" 26	"	125 " 1/2 #3 ceil	12	1.50	
" 27	"	3081 - Pallets	234	8.47	
May 2	"	1409 - "	"	3.85	
" 4	"	490 - "	"	1.32	
" 10	"	Cr By CR			\$ 100.00
" 13	"	600 - "	"	13.75	
" 18	"	2 ft 3 x 10 = 14 ft	"	.78	
" 27	"	1659 - pallets		45.62	
" 29	"	494 - Cr By CR		1.35	
June 17		Dis count			1.25
		over.			5.50
					405.78
					250.60
					\$ 155.18

1901
Dec 1

Amount brot forward
By amt credit
Balance due

175 28
60.00

~~115.28~~

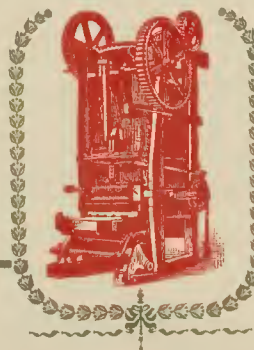
Hamilton Books Bu'ts

* LANCASTER, PA.,

1902

M^{rs} ~~Hampton~~ Roads Brick CoSept 6th
Suffolk Va

BOUGHT OF

The Henry Martin.
Brick Machine Mfg. Co. Inc.MANUFACTURERS OF
Brick Machinery, Disintegrators
and Brick Yard Supplies.

Terms

Local and Long Distance
* Telephones *

1901

July 19 To 1 Mould Sander
 " 1 D. D. Barrow
 " 1 - 4 x 8 Pulley
~~July 29 To 1 Mould Sander~~

75.00

10.50

1.25

86.75
~~87.00~~

Lump Oct 19, 1901

Order No.

Shipped by

WASHINGTON, D.C.

Oct 3

1901

No. *159*

THE COLUMBIA NATIONAL BANK

OF WASHINGTON.

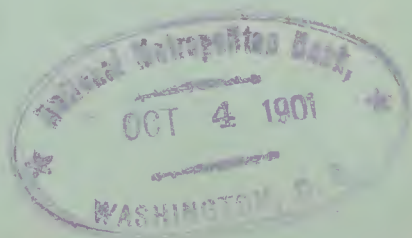
PAY TO
THE ORDER OF

Chas A Stewart Treasurer \$1000.⁰⁰/₁₀₀

One Thousand DOLLARS

Harry L. Turner

Char. A. Stewart Treasurer
C. A. Stewart, Treasurer
Hampton Roads Brick Co



All Available Text Successfully Captured

WASHINGTON, D.C.

Sept 26

1901

No. 153

THE COLUMBIA NATIONAL BANK
OF WASHINGTON.

PAY TO
THE ORDER OF

Chas A Stewart Treasurer \$50 $\frac{0}{100}$

Fifty

DOLLARS

Harry L. Turner

PAID SEP 27 1901

Chas. A Stewart Treasurer

C A Stewart

Treasurer Hampton Roads
Brick Co -



WASHINGTON, D.C.

July 23

1901

No. 122

THE COLUMBIA NATIONAL BANK

OF WASHINGTON.

PAY TO
THE ORDER OF

Chas A Stewart & Co

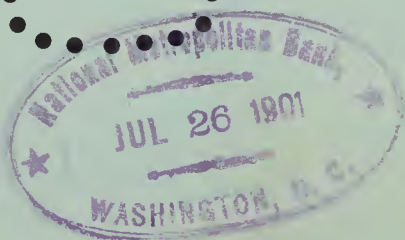
\$ 340.^{xx}/_{xx}

Three hundred & forty

DOLLARS

Harry L. Turner

Chas A. Stewart, Treas
C. A. Stewart, Treasurer
Hampton Roads Brick Co.



Statement No 2

Amount loaned Hampton Roads Brick Co by N. S. Turner
and how disbursed

1901									
July	25	Loan from N. S. Turner				34000			
Sept	26	" " " " "				5000			
Octo	3	" " " " "				100000			
Disbursements									
July	25	Ant paid Henry Martin Brick Mch Mfg Co						34088	
Sept	26	" " " " " " " "						5300	
Octo	4	" " J. I. Williams						12900	
"	"	" " Holland & Diamond Co						3290	
"	"	" " Alfred A. Brames						7833	
"	"	" " The Nottingham & Wren Co						24116	
"	"	" " E. L. Folk Co						3285	
"	"	" " " " " "						2700	
"	"	" " Suffolk Brass & Iron Foundry						22500	
"	"	" " Gregory & Morris						15000	
"	"	" " James M. Butler & Son						1225	
"	"	" " G. I. Mankin						125	
"	"	" " G. I. Mankin & Co						500	
"	"	" " The Henry Warr Co						1850	
"	"	" " Mrs F. C. Carroll						34712	
"	8	" " " " " "						2250	
"	"	" " " " " "						4000	
"	"	Balance from other sources as shown by statement #1				1962			
						140962		140962	

This Deed, Made the seventh day of February, A. D. nineteen hundred and one between George M. Sewell and Elizabeth L. Sewell of the first part, and Hampton Roads Brick Company a Corporation chartered under the laws of Virginia of the second part.

Witnesseth, That in consideration of seventy shares of stock in the said Hampton Roads Brick Company and the sum of Five Dollars cash in hand paid, the receipt whereof is hereby acknowledged, the said George M. Sewell and Elizabeth L. Sewell do grant with general warranty unto the said Hampton Roads Brick Company the following property, to wit:

All that parcel or tract of land lying and being in Stansemond County and State of Virginia known as Pitch Kettle farm or a portion of Pitch Kettle tract; described and bounded as follows, - on the north by the lands of

Tom Baker and James Jayne's land, now Chas. C. Dicker; on the east by the lands of John J. Breckmore; now Mr. J. Carroll's estate; on the south by the lands of said Mr. J. Carroll's estate and Smith Creek; and on the west by the lands of Joseph Higzell, the road known as the Breckmore and the land of Lonnie J. Costen. The said tract of land is said to contain fifty two acres more or less, but is hereby sold by the tract and not by the acre; being the same land conveyed to the said George M. Sewell by deed of Thomas Smith, dated 22^d Sept. 1897, and recorded in Deed Book No. 40, page 66, in the Clerk's Office of the County Court of Hansemond County.

The said George M. Sewell and Elizabeth L. Sewell covenant that they have the right to convey the said land to the grantee; that the grantee

shall have quiet possession of the said land, free from all encumbrances; that they, the said parties of the first part will execute such further assurances of the said land as may be requisite; that they have done no act to encumber the said land.

Witness the following signatures and seals:

George M. Sewell (L.S.)
Elizabeth L. Sewell (L.S.)

State of Virginia }
County of Fairfax } To wit:

I, H. F. Mankin a Notary Public for the county aforesaid, in the State of Virginia, do certify that, George M. Sewell and Elizabeth L. Sewell, whose names are signed to the writing above, bearing date on the 7th day of Feby. A. D. nineteen hundred & one, have acknowledged the same before me in my county aforesaid.

Given under my hand this 9th day of Feby. A. D. nineteen

hundred and one.

G. F. Mankin,
Notary Public,
Fairfax Co., Va.

Virginia:

In the Clerk's Office of Stafford County Court the 12th day of February, 1901, this deed was presented and with the certificate annexed, admitted to record. (The amount of Two dollars and fifty cents in revenue stamps affixed and cancelled.)

Teste: S. M. Lawrence Deputy
for R. R. Smith, Clerk.

A Copy

Teste:

R R Smith Clerk

\$1.45-4

Geo. M. Sewell &
wife
To } Deed of B & Sale.
Hampton Roads
Brick Company

Copied from Deed Book as written



This Deed, Made this tenth day of October

in the year one thousand nine hundred and one

between

Hampton Roads Brick Company, a corporation organized
under the laws of the State of Virginia of the first part, and
R. B. Stewart, Trustee, of the City of Portsmouth
in the State of Virginia of the second part—

Witnesseth: That said part Hampton Roads Brick Co of the first part do es grant unto the said part R. B. Stewart

of the second part, with general warranty, the following property, to wit:

"all that parcel or tract of land lying and being in
Hansemond County and State of Virginia, known
as Pitch Kettle farm or a portion of Pitch Kettle tract,
described and bounded as follows, on the North
by the lands of Tom Baker and James Joynes land
now Charles C. Huker's, on the East by the lands of
John J. Creekmore, now Wm. J. Carroll's estate, on the
South by the lands of said Wm. J. Carroll's Estate,
and Smith's Creek, and on the West by the
lands of Joseph Mizell, the road known as the
Creek Road, and the land of Lonnie J. Costen, the
said tract of land is said to contain fifty two
acres more or less, but is hereby conveyed by
the tract and not by the acre, being the same
land conveyed to the said Hampton Roads
Brick Company by Geo. M. Newell and wife
on the 7th day of Feb. 1901, by deed recorded
in the County Clerk's office of Hansemond County
in Deed Book 47, page 328, also the leasehold
on the following property to wit: that certain
tract of land containing nineteen acres, more or
less, and bounded on the North by the lands of
Cornelius W. Wright, East by Smith's Creek, South
by the County Road and Smith's Creek, West by
said Creek and land of the said Hampton Roads
Brick Company herein above described being same
conveyed to the said Hampton Roads Brick Company
by deed of lease dated 20th day of Feb. 1901. Also
also all the mills, engines, boilers and fixtures, brick
machines, buildings and property of every kind whatsoever
on the above described lands. And also all charter
rights, franchises and property of every kind whether
on said lands or elsewhere.

In Trust, to secure to H.L. Turner of Hall Church
in the State of Virginia the payment of the sum of
a certain note executed by the said Hampton
Roads Brick Company, payable on or before
January first 1903 with interest from date for
value received, and being for the sum of thirteen
hundred and ninety dollars; and also to secure the
payment of any note or notes, bond or bonds given
in renewal in whole or in part of the above
described debt

In the event that default shall be made in the payment of the said debt, principal or
any instalment of interest, when due and payable, then the Trustee, on being required so to
do by _____
executors, administrators, or assigns, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale
the same shall be made after first advertising the time, place and terms thereof for at least
five days by advertisement in one or more newspapers
published in the town of Suffolk, on City of Norfolk
and upon the following terms, to wit: for cash as to so much of the proceeds as may be
necessary to defray the expenses of executing this trust, including a trustee's commission of
five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge
the amount of money then payable upon the said debt; and if there be any residue of said
purchase money the same shall be made payable at such time, and secured in such manner,
as the said part _____ of the first part _____ executors, administrators or assigns
shall prescribe and direct, or in case of _____ failure to give such direction, at such
time and in such manner as the said Trustee shall think fit.

The said part _____ of the first part covenant _____ to pay all taxes, assessments, dues
and charges upon the said property hereby conveyed so long as _____ or _____
heirs or assigns shall hold the same; and further covenant _____ and agree _____ to keep the build-
ings on the property hereby conveyed insured for an amount not less than
the full amount of \$1200 for the
further protection of the said _____ or assigns;
and in the event of _____ failure to do so, then the Trustee, or the beneficiary under
this deed, may effect or renew such insurance from time to time, so long as the said debt, or
any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the
lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recov-
erable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the said debt or insurance premiums,
then, upon the request of the part _____ of the first part, a good and sufficient deed of release
shall be executed to _____ at _____ own proper cost and charges.

Witness the following signature _____ and seal _____

Attest: _____
Geo M. Newell Secretary
Hampton Roads Brick Co SEAL
Harry L. Turner SEAL
President SEAL
SEAL

Acknowledged before G. P. Monken, notary public
Recorded October 23, 1901

STATE OF VIRGINIA, } To wit:
County of _____

I, _____, a _____
for the county aforesaid, in the State of Virginia, do certify that _____
whose name _____ signed to the writing hereunto annexed, bearing date the _____
day of _____, 190____, ha _____ acknowledged the same before me in
my county aforesaid.

Given under my hand this _____ day of _____ 190____

MEMO. — To be acknowledged before a Justice, Notary Public, or Commissioner in Chancery.

Deed of Trust.

To

Trustee for

Admitted to Record this day of

, 190---

Recorded D. B., Page

Examined and verified.

Clerk,

By, D. C.

\$

Tax, - - - - \$

Fee, - - - - \$

\$

COUNTY OF, To wit:

In the office of the Clerk of the County Court for the County of

the day of, this deed was presented, and, with the certificate--annexed, admitted to record.

Teste:

Clerk,

By, D. C.

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND

A. B. Minor and H. McClellan, trading as
Nansemond Truck Package Company and W. J.
Wilson, trading as W. J. Wilson & Company

VS.

Hampton Roads Brick Company, a corporation
duly incorporated under the laws of the
State of Virginia, Louella K. Freeney and James
L. McLemore, Trustee, H. L. Turner and
R. E. B. Stewart, Trustee.

TO THE HONORABLE ROBERT R. PRENTIS,
JUDGE OF SAID COURT-

The petition of Henry Martin Brick Machine
Manufacturing Company, a corporation duly chartered under the
laws of the state of Pennsylvania , respectfully sheweth
unto Your Honor the following case:

On the 22nd day of January 1901, your petitioner
made a contract for the sale to the said Hampton Roads Brick
Company of one Henry Martin style A steam power brick machine
complete including the required shafting and boxes, and fitted
with the friction clutch for the gradual starting and instant
stopping of machine together with other machinery particular-
ly set forth and also in the contract of sale for the aggre-
gate price of \$1175.00 which said contract of sale contains
a clause by which the title to the said machinery was to re-
main in your petitioner until the same is paid for, and until
the notes given for the same are fully paid with the right, in
case the said machinery is not paid for, to take possession of
said machinery and remove the same without legal process.

The said contract of purchase is filed herewith as an
Exhibit marked "A" the same having been on the 15th day of
September , 1902, presented to the Clerk of the County Court

of Nansemond County and by him docketed as required by law.

The said personal property mentioned in the said contract was duly delivered to the said Hampton Roads Brick Company and is now in their possession as a part of their plant and has been partly paid for leaving, however, due thereon the sum of \$250.00, as evidenced by the note or the said Company bearing date the 2nd day of January 1902, and payable ninety days after date, a copy of which said note is filed herewith as an Exhibit marked "B".

The facts in this case so far as your petitioner has been able to obtain them are briefly these:

By a deed of trust made by the said Hampton Roads Brick Company as your petitioner is informed, the real estate belonging to the Hampton Roads Brick Company was conveyed to James L. McLemore to secure a debt of \$800.00 to Louella K. Freeney of Suffolk, Virginia, and that deed is not questioned nor disputed by your petitioner, but by a deed of trust made on the 10th day of October, 1901, long subsequent to your petitioner's sale to and contract with the said Brick Company hereinbefore mentioned, the said Company conveyed to R. E. B. Stewart not only all of its lands in said County but also all of its mills, engines, boilers, fixtures, brick machines and property of every kind on the said land, all its chartered rights and franchises, to secure to H. L. Turner of Falls Church in the state of Virginia, payable on or before January 1st, 1903, with interest thereon from date, a note for the sum of \$1390 and also to secure the payment of any note or notes given in renewal thereof, including in such conveyance the personal property mentioned in your petitioner's contract aforesaid. This conveyance as to the property conveyed by it which is covered by your petitioner's contract aforesaid is in direct violation of Section 1149 of the Code of Virginia and absolutely null and void, and is absolutely

5

null and void also under Section 246~~7~~ of the Code of Virginia as amended by Act 1893-4 page 422, because the party secured by the said deed of trust is or was President of the said Company, who made the contract with your petitioner, whose name is signed thereto, and who had full knowledge thereof when the said deed was made.

In the said suit of the Nansemond Truck Package Company vs. the Hampton Roads Brick Company a decree has been pronounced by the Circuit Court of Nansemond County directing the Receiver, James L. McLemore, to sell not only the said lands but also the personal property bought from your petitioner, for the purpose of paying the debt to the said Turner and the said McLemore has advertised the said property for sale on the 17th day of September, 1902,

In tender consideration whereof and in-as-much as your petitioner is without remedy in the premises, save by the intervention of a court of equity, where matters of this sort are properly cognizable and alone relievable, to the end, therefore, your petitioner prays that the said Hampton Roads Brick Company, Louella K. Freeney, James L. McLemore, Trustee and Receiver, H. L. Turner and R. E. B. Stewart may be made parties defendant to this petition and required to answer the same, but an answer under oath is waived; that this petition may be treated as a cross bill; that an injunction may issue to inhibit and restrain James L. McLemore, Receiver, from selling any of the machinery mentioned in the said contract until the further order of the Court, and that all other relief, both general and special, may be granted in the premises, which the nature of the case requires and equity and good conscience demand.

May summons issue and your petitioner will ever
pray &c.

*Henry Martin Brock
Machine Manufacturing
Company, by
Counsel.*

STATE OF VIRGINIA
Portsmouth
CITY OF NORFOLK, to-wit:

This day personally appeared before me *R.H.*
Baker, Jr. and made oath that the matters and things
set forth in the foregoing petition are true to the best of
his knowledge and belief.

Given under my hand this *16th* day of September,
1902.

Edw. P. Manning
NOTARY PUBLIC.

My Commission expires September 13th 1908

73
Kauwono Truck
Package Co. Inc.

vs ~~3~~ Petition
Hampton Roads
Brick Co. et al

of

Kenneth Martin Brick
Machine Manu-
facturing Co.

To the Circuit Court of Nansemond County:-

Nansemond Truck Package Company et Al.

Plaintiffs-

VS:---In Chancery---

Hampton Roads Brick Company et Als.

Defendants-

The petitioner, James B. Philhower, respectfully represents to the Court that the Hampton Roads Brick Company is justly indebted to him in the sum of One Hundred and Fifteen Dollars and Twenty Eight Cents (\$115.28) with interest from July 29, 1901, being the balance due him on account for goods furnished to the said Hampton Roads Brick Company, evidenced by an account herewith filed, and your petitioner prays that it may be read as a part of this petition.

That a suit in chancery is now pending in the Circuit Court of Nansemond County in the name of the Nansemond Truck Package Company

et al. against the said Hampton Roads Brick Company et als., the object of which is to set aside ^a certain deed of trust made by the said Hampton Roads Brick Company to R.E. Stewart, Trustee, conveying the property of the said Company, executed with intent to hinder, delay and defraud the creditors of the said Hampton Roads Brick Company.

Your petitioner joins in all the allegations and prayers of the bill filed, except as to the validity of the plaintiffs' claims as to which your petitioner knows nothing, and prays that he may be admitted as a party plaintiff, and that he may receive payment of his debt out of any funds which may be under the control of the Court in the said cause.

And your petitioner will ever pray &c.

Lee Britt
Counsel

James B. Philhower
by Counsel.

Nansemond Truck Packag^{es} Co
vs In Chancery
Hampton Roads Brick Co^{ies}

Petition of James B. Pheasant

1902 Sept-16th Filed
At Gomer clerk

To the Circuit Court of Nansemond County:-

Nansemond Truck Package Company et Al.

Plaintiffs-

VS: -----In Chancery-----

Hampton Roads Brick Company et Als.

Defendants-

Your petitioner, The Henry Martin Brick Machine Mfg Co., a corporation chartered under the laws of the State of Pennsylvania, respectfully represents to the Court that the Hampton Roads Brick Company is justly indebted to it in the sum of Eighty Six Dollars and Seventy Five Cents (\$86.75), with interest from the 19th day of October 1901, for goods furnished to the said Hampton Roads Brick Company evidenced by an account herewith filed, and your petitioner prays that it may be read as a part of this petition.

That a suit in chancery is now pending in the Circuit Court of Nansemond County in the name of the Nansemond Truck Package Company et al. against the Hampton Roads Brick Company et als., the object of which is to set aside a certain deed of trust made by the said Hampton Roads Brick Company to R.E.B. Stewart, Trustee, conveying the property of the said Company, executed with intent to hinder, delay and defraud the creditors of the said Hampton Roads Brick Company.

Your petitioner joins in all the allegations and prayers of the bill filed in this cause, except as to the validity of the plaintiffs' claims as to which your petitioner knows nothing, and prays that it may be admitted as a party plaintiff, and that it may receive payment of its debt, herein set out, out of any funds which may be under the control of the Court in said cause.

And your petitioner will ever pray &c.

Baker, Low and
Lee Britt,
Counsel

The Henry Martin Brick
Machine Mfg Co. Inc.
by Counsel.

Wansumond Truck Packag. Co. et al.
vs} In Chancery
Hampton Roads Brick Co. et al.

Petition of
The Henry Martin Brick Machines.

1902 Sept 16th Filed
A. P. Gomer clerk

Nansemond Truck Package Company,

v.

Hampton Roads Brick Company.

It appearing to the Court that all matters in controversy in this cause have been settled, and that nothing further remains to be done therein, it is ordered that the same be removed from the docket.

Mansueto Truck

Qty. 3

$\frac{1}{3}$ Deere

Hampton Road Bldg

Enter

May 18, 1906

Robert R. Hunt

Entered in Chy.
Order Book No. 41

Page 67

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

The Manselmond Truck Package Company & others,
 vs. IN CHANCERY
 Hampton Roads Brock Company & others.

The answer of H. L. Turner to a certain Bill of Complaint exhibited against him, the Hompton Roads Brick Company and others, in the Circuit Court of Nansemond County, by A. B. Miner and H. McClelland, trading as the Nansemond Truck Package Company, and W. J. Wilson, trading as W. J. Wilson & Company.

This defendant now and at all times hereafter saving and reserving to himself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in said bill of complaint contained, for answer thereto or unto so much and such parts thereof as this defendant is advised is or are material or necessary for him to answer, this defendant answering saith: That it is true that Hampton Roads Brick Company is a corporation existing and doing business under the laws of the State of Virginia with its principal office in the City of Portsmouth, and that the said Company has a brick plant located in the County of Nansemond; that this defendant is advised and believes that the said Hampton Roads Brick Company is not indebted to the said Nansemond Truck Package Company in the sum of \$468.81 nor in any manner whatsoever; that it is true that on the 10th day of

October, 1901, the said Hampton Roads Brick Company executed to R. E. S. Stewart, Trustee, a deed of trust on all the property owned by it in the County of Nansemond, Virginia, to secure him, this defendant, not as its President but as an individual, the payment of a certain note for the sum of \$1390. that it is ~~not~~ true that there is a provision that the trustee may sell the property upon five days notice of the time and place of sale, but youn defendant denies that it is contrary to all known customs governing trustee's sales and contrary to every principle of equity and justice as regards the rights of creditors; but ^{avers that it} was intended to promote the interest of all concerned by allowing the trustee to give ^{greater} ~~greater~~ circulation of advertisement by advertising in a greater number of newspapers; This defendant denies the charge that the said deed of trust was made to the President but ^{says it was made} to him as an individual for money loaned to pay existing and owing obligations of the ^{said} Company, which loan was urged upon him by the directors, believing said amount would pay off and relieve it ^{The said Company} of all outstanding obligations, which loan his checks hereto attached marked "Exhibit A" and prayed to be taken as a part of his answer verify, (check dated July 23, 1901 for \$340., check dated September 26, 1901 for \$50., check dated October 3, 1901 for \$1000.) and herewith also attached is an account of the treasurer of the Company, marked "Statement No. 2" and prayed to be taken as a part of this answer, showing the debts of the said Company paid out of the money loaned by this defendant, all of which was bona fide and in perfect good faith on the part of this defendant; that it was not unreasonable and unfair to the creditors nor

was it in any sense illegal; this defendant denies that the deed of trust made to secure the debt of \$1390. to him "was made upon a consideration not deemed valuable in *law*, that the effect which is to place the property beyond the reach of the general creditors of the said corporation and that same was made with intent to hinder, delay and defraud the creditors thereof"; but, on the other hand, was made to relieve and pay off the creditors which he believed at the time was sufficient to pay off all ~~past~~ ^{just} outstanding claims, not secured by liens on the real estate.

And now having fully answered, or so much as may be necessary, he prays to be hence dismissed with his costs, &c.

June 16th 1902

H L Turner Seal

*District of } S.S.
Columbia*

*Sworn & subscribed to before me
this 16th day of June 1902 at Washington
D.C.*

*Robert S. Dorrod
Notary Public D.C.*

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

The Nansmond Truck Package Company, & others,

vs.

IN CHANCERY.

Hampton Roads Brick Company, & others.

The answer of the Hampton Roads Brick Company to a certain Bill of Complaint exhibited against it and others in the Circuit Court of Nansemond County by A. B. Miner and H. McClellan, trading as the Nansemond Truck Package Company, and W. J. Wilson, trading as W. J. Wilson & Company.

This defendant now and at all times reserving to itself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in said Bill of Complaint contained for answer thereto or unto so much and such parts thereof as this defendant is advised is or are material or necessary for it to answer, this defendant answering saith, that it is true that Hampton Roads Brick Company is a corporation existing and doing business under the laws of the State of Virginia, with its principal office in the City of Portsmouth, and that the said company has a brick plant located in the County of Nansemond; that it owns a tract of land subject to a certain deed of trust and leased another tract upon which its plant is located; but this defendant denies that it is indebted to the Nansemond Truck Company in the sum of \$468.81 for goods and money delivered to it and paid for it and for the lease

and rental of a certain tug boat called "Keystone"; that neither it nor its agent ever hired or contracted a lease for said tug boat "Keystone", and your said defendant totally denies any obligation on account of said alleged lease of said tug boat. This defendant admits that it is indebted to W. J. Wilson & Company in the sum of \$77.50. That it is true that on the 10th day of October, 1901, this defendant corporation executed to R. E. B. Stewart, Trustee, a deed of trust on all the property owned by it in the County of Nansemond, Virginia, to secure H. L. Turner the payment of a certain note for the sum of \$1390.00 due to the said H. L. Turner, not as President, but as an individual creditor; that it is true that there is a provision that the said Trustee should sell the property upon five days notice of the time and place of sale, but this defendant denies that it is contrary to all known customs governing sales and to every principle of equity and justice as regards the rights of creditors, for at the time it was believed that the sums borrowed by this defendant would liquidate all its outstanding liabilities. This defendant denies the allegation of said bill in regards to the deed of trust to its President and that "to secure a preferred debt due its official head a proposition unreasonable, unfair to the creditors and illegal", but avers that it is a just obligation due to said H. L. Turner for \$1390.00 cash loaned by him to it to liquidate and pay outstanding obligations of this defendant, and that the said loan was made at the earnest solicitation of said company to relieve pressing and just debts.

This defendant denies that it is insolvent, but believes

its property, if sold, will meet all its just obligations, and most emphatically denies "That the deed of trust made to secure a debt of \$1390.00 to H. L. Turner was made upon a consideration not deemed valuable in law, the effect of which is to place the property beyond the reach of the general creditors of the said corporation and that same was made with intent to hinder, delay and defraud the creditors thereof", but avers that said deed was made in good faith to secure a just debt and that the same ought to be sustained in law and equity. This defendant requests the Court to allow its attorney a reasonable fee for his services.

And now having fully answered this defendant prays to be hence dismissed with its costs &c.

Hampton Roads Brick Company

By

W. M. Parker
.....
President.

Atteste:

Geo. M. Howell
.....
Secretary.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

The Nansemond Truck Package Company, & others
Vs.) In Chancery
Hampton Roads Brick Company, & others.

The answer of R. E. B. Stewart, Trustee, to a certain Bill of Complaint exhibited against him, the Hampton Roads Brick Company and others in the Circuit Court of Nansemond County By A. B. Miner and H. McClellan, trading as the Nansemond Truck Package Company and W. J. Wilson, trading as W. J. Wilson & Company.

This defendant now and at all times hereafter saving and reserving to himself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in said bill of complaint contained for answer thereto or unto so much and such parts thereof as this defendant is advised is or are material or necessary to answer, this defendant answering saith, that it is true that he is trustee in a certain deed in trust dated the 10th day of October 1901; that he has little knowledge of the transactions of the Hampton Roads Brick Company; but he is informed and believes that the debt secured is bona-fide and just.

And now having fully answered he prays to be hence dismissed with his costs &c.,

R. E. B. Stewart
.....
Trustee.

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIRCUIT
COURT OF NANSEMOND COUNTY.

-----0-----

A. B. Miner and H. McClellan, trading as Nanse-)
mond Truck Package Company, and W. J. Wilson,)
trading as W. J. Wilson & Company,)
v.)
Hampton Roads Brick Company, a Corporation, Lou-)
ella K. Freeney and James L. McLemore, Trustee,)
H. L. Turner and R. E. B. Stewart, Trustee.)

-----0-----

Your complainants, A.B.Miner and H. McClellan, trading as
Nansemond Truck Package Company, and W. J. Wilson, trading as
W. J. Wilson & Company, respectfully represent unto the court
the following case: That Hampton Roads Brick Company is a cor-
poration existing and doing business under the laws of the
State of Virginia with its principal office and place of bus-
iness in the City of Portsmouth: that the said company has a
brick plant located in the County of Nansemond, and certain
rights and privileges given to it by virtue of the contract of
lease had with George M. Newell and wife, the real property
conveyed by said lease or contract being subject to a deed of
trust in favor of Louella K. Freeney, but the said lease is
made without the consent of the said Louella K. Freeney, or
James L. McLemore, her trustee, which is prior in date and in
time of recordation to the said contract or lease, and cov-
ers the ~~said~~ property therein referred to: that the said defend-
ant corporation begun operating in said county about one year
ago, but for some reason unknown to your complainants the
plant has not been operated for several months, and no offi-
cial of the company is now residing in this county,
but are all believed to be living in or near the City of
Washington, D. C., and, your orators are advised, are endeavor-
ing to make private sale of the property held by the said
corporation.

Your orator, Nansemond Truck Package Company, would state
that the said defendant corporation is indebted to them in

the sum of \$468⁸¹ for goods and money delivered to them and paid for them, and for the lease and rental of a certain vessel, or tug boat, called "Keystone", as will appear by reference to a copy of said account duly itemized and filed with this bill as a part thereof, marked "Exhibit A."; that although often requested so to do, the defendant corporation has not paid the said sum or any part thereof: that said defendant corporation is indebted to your complainant W. J. Wilson & Company in the sum of \$77.50, as will be seen by a copy of said account filed herewith as a part of this bill, marked "Exhibit B.", and will be read as a part of this bill: that no part of said account has been paid: that being so indebted and having ceased to operate the said plant, to wit, on the 10th. day of October, 1901, the said defendant corporation executed to R. E. B. Stewart, Trustee, a deed of trust on all the property owned by it in the county of Hansemond, Virginia, to secure H. L. Turner, its President, of Falls Church, Virginia, the payment of a certain note for the sum of \$1390.00 claimed to be due to the said H. L. Turner, President of the said Hampton Roads Brick Company, in which deed there is also a provision that the said trustee shall sell the property upon five days notice of the time and place of sale, a provision which your orators aver and charge is contrary to all known customs governing trustee sales, and to every principal of equity and justice, as regards the rights of creditors.

Your orators aver and charge that the said deed of trust to the President of the said company ~~to~~ secures a sum which together with the liens or prior deeds already on the real estate owned by it is equal to or beyond the merchantable cash value of the property conveyed, ~~of the property conveyed~~ by the said company, and the effect of same will be, if allowed to stand, to convert by an act of the corporation, the property

the property held by its officers as a trust fund for the payment of its debts, the entire property to secure a preferred debt due to its official head, a proposition unreasonable, unfair to the creditors and illegal, all of which will appear by reference to a copy of the said deed of trust filed herewith marked "Exhibit C."

Your orators further charge that there is upon the real estate upon which this deed of trust is given, a prior deed from George M. Newell and wife to James L. McLemore, Trustee, to secure Louella K. Freeney a debt of \$800. , which deed was duly recorded on the 9th. day of June, 1900, which, as your orators are advised, is a prior lien upon the property owned by the said George M. Newell or the defendant corporation, placed upon the said real estate.

Your complainants believe and aver that the said corporation is at this time insolvent, and its property being unused ~~it~~ is rapidly deteriorating and becoming less valuable, and unless the plant of the company and other property, is sold ~~and~~ placed in active operation under competent and prudent management, that great loss will result to your orators.

Your complainants aver and charge that the deed of trust made to secure a debt of \$1390.00 to H. L. Turner was made upon a consideration not deemed valuable in law, the effect of which is to place the property beyond the reach of the general creditors of the said corporation, and that same was made with intent to hinder, delay and defraud the creditors thereof, and should be set aside, avoided and annulled.

In tender consideration whereof and for as much as your complainants are remediless in the premises, save by the aid of a court of equity where matters of this kind are alone properly cognizable, your complainants pray that Hampton Roads

Brick Company, Louella K. Freeney, James L. McLemore, Trustee, H. L. Turner and R. E. B. Stewart, Trustee, may be made parties defendants to this bill and required to answer the same, but answers under oath are hereby expressly waived: that the claim of your complainants may be established, and by virtue of the statute, may become a ^{lien} upon the property of the defendant corporation: that an injunction may issue enjoining and restraining the defendant corporation and other defendants from selling or in any way disposing of the property and effects of the Hampton Roads Brick Company: that the deed conveying the property and effects of the Hampton Roads Brick Company to R. E. B. Stewart, Trustee, may be set aside, annulled, and declared of no effect ^{as} against the claims of your orators: that the said property of the said defendant corporation may be placed under the protection and care of a receiver appointed by this court, and in due course may be converted into cash and applied to the payment of the debts due by the said defendant corporation, in the order of their priorities: that all such accounts may be taken, inquiries directed, decrees and orders entered, and such other, further general and special relief may be granted to your orators as the nature of their ^{case} may require, or to equity shall seem meet. And notice is hereby given that the court will be asked to allow a reasonable fee to plaintiffs' counsel conducting this cause. And your orators will ever pray, etc.

W. Semore & Corbett
Counsel for Plaintiffs

This Contract,

Made and entered into this Fifteenth 22nd

day of Nov 15 One Thousand Nine Hundred one, between The Henry Martin Brick Machine Mfg. Co., (Incorporated), of Lancaster, Penna., of the first part and Hampton Roads Brick Co., of Suffolk, Va. of the second part,

Witnesseth, That the said The Henry Martin Brick Machine Mfg. Co., party of the first part, for considerations hereinafter named, contracts and agrees to furnish to the said Hampton Roads Brick Co. party of the second part, in good shipping order, f. o. b. cars at --Suffolk, Va. the following named Machinery, to wit:

One "Henry Martin" style "A" Steam Power Brick Machine, complete including the required shafting with boxes, and fitted with a Friction Clutch for gradually starting and instantly stopping the machine;

This item not to be stricken out.
~~One Horizontal Pug Mill, 10 ft over all, including the gearing required to drive the mill direct from the brick machine countershaft;~~

One Set of Gum Belt Elevator Gearing, including the large drum for upper end of Clay Belt, the Spider Drum for lower end of Clay Belt, and a pair of Belt tighteners;

One Elevator Belt, 70 ft. long x 14" wide,

~~8~~ 10 Green Brick Barrows (No springs)

Three Double Deck Spring Trucks, Barrows
12 Moulds, 6 brick each.

The party of the first part, also agree to send a competent man to superintend the setting up and starting of this machinery; the party of the second part to board said man while engaged on the work;

In Consideration of which, the said Hampton Roads Brick Co. does for themselves----- and legal representatives, promise to the said Henry Martin Brick Machine Mfg. Co., to pay, or cause to be paid, to the said Henry Martin Brick Machine Mfg. Co., or their legal representatives, the sum of

ELEVEN HUNDRED & SEVENTY FIVE DOLLARS (\$1175.00)
This is an alteration of the original sum to stand (\$1175.00)
in manner as follows, to wit:

\$500.00 Cash on March 1st, 1901,

BALANCE a Bankable Note dated March 1st, 1901, at 90 days.

It is also Agreed, That the said

---- Hampton Roads Brick Co.----

party of the second part, shall transfer the Machinery from the cars to the Brick-yard, furnish the necessary foundations for the Machinery, and furnish lumber for supports and braces.

It is further Agreed, That the said Hampton Roads Brick Co.

party of the second part, shall be responsible for any damage or loss by fire to said Machinery after it reaches

--Suffolk, Va.----

and that the title to said Machinery shall remain in, and not pass from said Henry Martin Brick Machine Mfg. Co., until the same is paid for, and until the notes given therefor are fully paid; and in default of payments as above agreed, said Henry Martin Brick Machine Mfg. Co., or their legal representatives, may take possession of and remove said Machinery without legal process.

In Witness Whereof, We have hereunto set our hands the year and day first written above.

WITNESS:

Henry Martin Brick Machine Mfg. Co.

[Signature] Secretary

[Signature]

President
Hampton Roads
Brick Co.

Law. M. Howell,

Sig.

CONTRACT

BETWEEN

The Henry Martin
Brick Machine Mfg. Co.

LANCASTER, PENNA.

AND

The Hampton Roads Brick Co

P. O. Address, *Portsmouth,*

State of *Va*

Shipping Address, *Suffolk, Va*

Date 190

TRUSTEE'S SALE

—OF—

Real Estate Near Suffolk!

By virtue of a deed of trust from G. M. Newell and wife to the undersigned, as trustee, default having been made in payment of the debt, and request having been made by the beneficiary therein named, I will offer for sale to the highest bidder at public auction, on the premises, on

Wednesday, September 17, 1902,
AT 12 O'CLOCK M.,

all that certain farm lying just outside of the town limits of Suffolk, across Smith's Creek, and known as "Pitch Kettle," containing fifty-two acres, more or less, and bounded on the north by the lands of Tom Baker and James Joyner's land (now Charles C. Duke); on the east by the lands of John J. Creekmore (now owned by William J. Carroll); on the south by the lands of the said William J. Carroll and Smith's creek, and on the west by the land of Joseph Mizell, the road known as Creek road, and the land of Lonnie J. Costen.

There is upon this property a new residence and other improvements, and same is admirably located and well adapted to the production of early trucks as well as other staple crops.

 TERMS will be made known on the day of sale.

For other information apply to

JAMES L. McLEMORE,

SUFFOLK, VA., August 20, 1902.

TRUSTEE.

$$\begin{array}{r}
 300 \quad 621 \\
 140 \\
 \hline
 219 \\
 \hline
 1061 \\
 \hline
 \hline
 \cancel{1000}
 \end{array}$$

$$\begin{array}{r}
 1360 \\
 \hline
 680
 \end{array}$$

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIRCUIT
COURT OF NANSEMOND COUNTY.

-----0-----

Nansemond Truck Package Company)

v.)

Hampton Roads Brick Company.)

-----0-----

The undersigned receiver, appointed by decree entered on the 12th. day of July, 1902, in the above entitled cause, begs to report that after having duly advertised for more than thirty days, both by posters and in the Norfolk Landmark, the time, terms and place of sale, he exposed the property owned by the Hampton Roads Brick Company, just across Smith's Creek, on the Pitch Kettle road, to public sale, on Wednesday, September 17th 1902, at 12 o'clock m.; that in obedience to an injunction order entered in the said cause at the instance of the Henry Martin Brick Company on the 16th day of September, 1902, the said receiver offered separately the brick machine and connections therewith covered by the supposed lien filed by the said Henry Martin Brick Company against the property of the defendant, and that same was bid off for the sum of \$200.00; that this was put up, as was all of the other property of the defendant company, in separate parcels, it being understood before the property was offered, ^{when} that all of said property had been knocked down to the purchasers in separate parcels ~~that~~ it would then be sold as a whole, and the bid which amounted to the largest sum would be reported to court, and after the same was all so sold, the entire holdings of the company were put up as a whole and sold to W. N. McAnge & A. B. Minor for the sum of \$680.00, that being more than the amount of the va-

rious bids for the property by parcels, the separate sales having amounted to \$621.⁵⁵.

The receiver also reports that the farm in which the defendant company had an equity was at the same time and place sold by James L. McLemore, Trustee, under a deed from George M. Newell and wife, and was purchased by N. R. and R. W. Withers for the sum of \$1025.00; that the debt due by the deed of trust was \$800.00 with something like a year's interest due and that he will probably have coming from this source a little over \$100.00 to go to swell the assets in the hands of the receiver.

The receiver begs to report that the property was extensively advertised; that bidders were here from several different cities, as well as many residents of this locality, and he sees no hope of getting a higher price for the property at any future time, and therefore, respectfully recommends that the sale be confirmed.

The receiver would also report that the purchasers of the plant have complied with the terms of sale.

Respectfully submitted,

Sept. 18, 1902

James L. McLemore
Receiver

Nausumond Truck Co.
v. ³ Report of Sale
Hauptan Road Truck Co.
Sept 20th 1902 filed

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF NANSEMOND
COUNTY, 13th day of January, 1903.

Nansemond Truck Package Company

v.

Hampton Roads Brick Company.

by consent of parties
This day this cause came on ~~me~~ again to be heard in
vacation upon the papers formerly read and upon the report
of James L. McLeMore, Receiver, filed this day by leave of
court, to which report no exceptions have been taken, and
was argued by counsel.

On consideration whereof, and by consent of parties,
the court doth adjudge, order and decree that said report
be confirmed, and that the said receiver out off the funds
in his hands, pay the legal costs of this suit, including
the attorney's fee of \$30.00 to McLeMore & Corbitt, attor-
neys for plaintiffs, pay in full the remainder of \$50.00 due
to Mrs. F. B. Carroll, and the remainder in his hands pay
out as follows:

To W. J. Wilson-----17.21 ✓

To Henry Martin Brick Machine Co. 2.60 ✓

To Henry Martin Brick Machine Co. 55.56 ✓

To J. B. Philhower-----25.61 ✓

To L. B. Carroll-----18.15 ✓

To Nansemond Truck Package Company-----65.00

And that out of the pro rata share amounting to \$309.12
on the claim of Henry ^LTurner, on account of his deed of
trust on the plant, the sum of \$194.44 be paid to the Henry
Martin Brick Machine Co., and the balance to wit, the sum of
\$114.68, ^{to} the said Henry L. Turner or his Attorney, taking
their receipts therefor and report to Court.
To the Clerk of the Circuit
Court of Nansemond County: *Robert R. Smith*

Chapman and Truck Hg Co
v. Dease

Hauptan Road Dick Co

Enter Jan. 13, 1903
Robert R. Huntis

We Consent that the
Within decree may be
Entered, in the vacation of
the Court January 9, 1903

McLennan Horbitt, atty
for Chapman and Truck Hg Co.

R. S. B. Smith & Lee Smith
for the Hauptan Road
Machine Co.

Lee Smith, atty
for J. B. Philhower

William H. Stewart atty for
H. L. Turner & H. R. B. Co

the said Hampton Roads Brick Co. showing the amount and priority of each.

Second- An account showing whether the claim of H. L. Turner under the deed of trust in the bill and proceedings mentioned, is a valid claim, and entitled to any priority over the other creditors in the cause.

Third- An account showing whether the claim of the Henry Martin Brick Machine Manufacturing Co. under the contract filed by them in this cause, is a valid claim, and entitled to any priority as against any other funds, in the hands of the said Receiver.

Fourth- An account showing how the funds in the hands of the said Receiver, in accordance with the priorities stated by him, the Commissioner, are to be distributed.

Fifth- Any other matters specially stated deemed pertinent by himself or which may be required by any of the parties to be so stated.

Hammond Truck
Package Co.

Vt.

Hampton Roads
Brick Co Sales-

10.17.02

We consent to the within
deed.

RK. D. Korn for
the Henry Martin Brick
Machine Co.

Given Oct. 21, 1902

Wm. A. D. Smith

Entered in Chancery Order
Book No 8 Page 464

Circuit Court of Nansemond County,
in vacation on the 16th day of
September 1902. -

Nansemond Truck Package Company et als

vs

Decree

Hampton Roads Brick Company et al

The Henry Martin Brick Machine Manufacturing Com-
pany this day appeared and filed its petition in this suit
and the several exhibits therewith, and thereupon on the mo-
tion of the said Henry Martin Brick Machine Co. an injunction
is awarded it to enjoin and restrain James L. McLemore, Re-
ceiver in the said cause his agents and all others concerned
from selling the personal property, machinery &c mentioned and
described in the petitioner's contract filed ^{said petition} herewith as
Exhibit "A" until the further order of the Court, when the said
petitioner or some one for it shall execute in the Clerk's
office and before the Clerk of this Court a bond in the penalty
of \$300- conditioned to pay all such costs and damages as
and all such damages it may be sustained,
may be awarded against it in case the said injunction is
dissolved.

^{notwithstanding this order} But, if the said Receiver shall, ^{deem it for the} ~~with the consent of~~
~~interest of the creditors of the Hampton~~
~~the plaintiffs in the said suit, or a majority of them, agree~~
~~Roads Brick Company, he may sell~~
to sell the said personal property in said contract mentioned,
or otherwise, on condition that he
separately ~~and to~~ reserve the proceeds of the sale thereof
or the sum of \$300.00 in lieu of said proceeds ^{in case he} ~~pay the~~
~~petitioners said claim in case the same is established,~~
~~then this order as to the said injunction is to be null and~~
~~void~~ to be held subject to the future
order of this Court, and the deter-
mination of the questions raised
by the said petition. -

Wm H. Hunt
To the Clerk of the
Circuit Court of
Nansemond County:

Kanemond Truck

Package Co. 10-10

n. 3 order

Naughton Road

Duck Co 10

at

Enter Sept. 16, 1902

Robert R. Hunt

Entered in Chancery

Order Book No 3

Page 447.

Handwritten notes in the left margin, including the word "Hunt" and various numbers and symbols.

Multiple columns of handwritten notes in the right margin, including the word "Hunt" and various numbers and symbols.

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF NANSEMOND
COUNTY, ~~JUNE 30th.~~ ^{July 12th.} 1902.

~~A.B. Miller~~ ^{H. McCallan} trading as
Nansemond Truck Package Company, and H.J. Wilson trading as H.J. Wilson & Co
vs.
Hampton Roads Brick Company, a corporation, Louella K. Drury, James L.
McLemore, Trustee, H.L. Turner & R.E. Stuard, Trustee -
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This day this cause which has been regularly matured at
Rules, came on to be heard in vacation by consent of parties,
^{the answers of Hampton Roads Brick Company, H.L. Turner & R.E. Stuard, Trustee}
plaintiff and defendants, upon the bill and exhibits, bill tak-
en for confessed as to all ^{other} of the defendants, upon the publica-
tion of a copy of the process once a week for four successive
weeks in The Suffolk Herald, a newspaper published in the coun-
ty of Nansemond, State of Virginia, and was argued by counsel.

On consideration whereof ^{by consent of parties} the court doth adjudge, order and
decree that James L. McLemore be and he is hereby appointed re-
ceiver of all and singular the goods and chattels and effects
of the said Hampton Roads Brick Company, whose plant is situated
near Suffolk, Virginia, consisting of a brick plant, engine,
boiler, cars, tracks, machinery and fixtures, brick racks,
structures, and such rights and privileges in the real estate
upon which the plant is situated, as is owned by the said Hamp-
ton Roads Brick Company, together with all and every other ar-
ticle of property owned by the said company and located in the
county of Nansemond.

And ~~he~~ is ordered to take immediate possession of said
property, and take such steps to securely care for same as may,
in his judgment, be deemed necessary and expedient.

It is also ordered and decreed that the said James L. Mc-
Lemore, Receiver, proceed to sell said property at public auc-
tion after at least twenty days notice of the time, place and
terms of sale, by posters and by publication in such newspapers
as in his judgment may be expedient, selling same upon the prem-

this day filed by leave of court with general replication thereto, the

ises, and upon the following terms: One third of the purchase money in cash, remainder in three equal instalments ^{payable in} ~~of~~ sixty, ninety and one hundred and twenty days from date of sale, the deferred payments to be secured in such manner as will be acceptable to the said receiver, and to the counsel for defendants, with option to the purchaser, or purchasers, to pay the entire purchase money in cash and take a deed upon confirmation of the sale by the court.

It is also ordered and decreed that the said receiver may, at any time prior to the actual date of sale, report to the court any private offer upon said property, ~~or any part thereof~~, with a view to selling same privately instead of by public auction. ~~The answer of Hampton Roads Bridge & Company, H. L. Turner + R. E. B. Stewart trustee~~

~~Sixty days is hereby given to defendants' counsel within which to file the answer of the defendants to this bill to be filed~~

Before this order shall be effective the said J. L. McLe-more, Receiver, shall enter into bond before the Clerk of the Circuit Court of Nansemond County in the penalty of \$5000.00, conditioned according to law, and with security to be approved by the said Clerk. And the said receiver will report to court.

Robert R. Plunkett

To the Clerk of
the Circuit Court
of Nansemond County:

Nansemond Truck Package Co.

v.

DECREE

Hampton Roads Brick Co.

Enter 12th day of July, 1902.

Robert R. Purvis

We consent that this decree
be entered.

McLennan & Corbett Attys
for Plaintiff - and for
Sperry & McGinnis Trusts
William H. Stearns
Counsel for Hampton
Roads Brick Company,
H. L. Lumber and
R. E. B. Stearns & Co.
Entered in Chancery
Order Book No 3 Page 43

WILLIAM H. STEWART,
Attorney-at-Law,
408 COURT STREET,
S. S. PHONE 1555.

Commissioner in Chancery for the Circuit Court of
Norfolk County, the Court of Hustings and Circuit
Court of the City of Portsmouth.

Commissioner of Accounts for the Circuit Court
of the City of Portsmouth.

Portsmouth, Va., July 7th 1902

J. W. McLenore Esq.
Suffolk, Va.

My Dear Sir:

I enclose consent
deeds and answers to be filed with it. If
you will examine records you will see
that Sewell conveyed the farm to the
Company in consideration of stock. I desire
the plant, farm & all to be sold
as a whole & would like some of
the posters to mail parties who might
induced to bid. The party in Norfolk of
whom I spoke has not made a definite
offer; but if he does we can agree
about it. Sewell also says he has
a party who may buy - Hoping to
see you in a few days

Yours very truly
William H. Stewart

Hampton Roads
Brick Co

Portsmouth
Va

Exhibit A
Geo M Merrill
Secy

1/22/1901

1902 Sept-15th Received
in the Clerks Office at 11.45
and memorandum docketed
in Charter of Sales Docket
No 1 Page 243

Attest
Examined and delivered
Attest

25¢ Paid

RECEIVER'S SALE

←←← OF VALUABLE →→→

Clay Lands and Brick Plant

Just Outside of Town of Suffolk!

By virtue of a decree of the Circuit Court of Nansemond county, Virginia, entered in the chancery cause of the Nansemond Truck Package Company et als. vs. Hampton Roads Brick Company, a corporation, et als., on the 12th day of July, 1902, the undersigned will offer for sale at public auction, on the premises,

On Wednesday, September 17th, 1902,
AT 12 O'CLOCK M.

All that certain tract or parcel of land known as a portion of the "Pitch Kettle" farm, lying just across the Nansemond river on the Pitch Kettle road, and bounded by the Tom Baker and James Joyner lands (now owned by Charles C. Duke) on the north; the John J. Creekmore farm (now owned by William J. Carroll's estate) on the east; by the said Carroll's estate and Smith's creek on the south, and on the west by the lands of Joseph Mizzell, the road known as the Creek road, and the lands of Lonnie J. Costen—said tract of land containing fifty (50) acres, more or less, and being sold subject to a deed of trust thereon in favor of Miss Louella K. Freeney, of Suffolk, Virginia, securing a debt of eight hundred (800) dollars. Also, all interest which said Company has in a certain lease from the W. J. Carroll estate, which is duly recorded in Nansemond County Clerk's office.

Second. All that certain BRICK PLANT located on said land above described, consisting of an engine, boiler, brick machine, racks, cars, railroad iron, belts, pulleys, shafting and many articles not enumerated which go to make up an up-to-date, modern brick-making plant, which property is practically new, having been run only a few months. Also, any other property owned by the said Company not herein specifically mentioned and set forth, located in Nansemond county, Va.

≡ TERMS OF SALE ≡

One-third of the purchase money in cash, the remainder in three equal instalments, payable in sixty, ninety and one hundred and twenty days from the day of sale, the deferred payments to be secured in a manner satisfactory to the receiver, with option to the purchaser, or purchasers, to pay the entire purchase money in cash and take a deed upon confirmation of the sale by the Court.

☞ This property is offered for sale subject to the right of the receiver at any time prior to the date of said sale to accept private offers for said property.

For further information apply to

AUGUST 16, 1902.

JAMES L. McLEMORE, Receiver.

NANSEMOND TRUCK PACKAGE CO. ET ALS. VS. HAMPTON ROADS BRICK CO. ET ALS.

I, A. P. Gomer, Clerk of the Circuit Court of Nansemond County, do hereby certify that the bond required of the receiver in this matter has been given with security deemed sufficient by me.

Given under my hand this 16th day of August, 1902.

Teste :

A. P. GOMER, Clerk.

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Given under my hand this 16th day of August, 1902.

Teste :

A. P. GOMER, Clerk.

Equity in home \$8000
W.R. Reddick

Case Mr. Small \$1000

W.R. Reddick \$600

W.R. Reddick \$1000

~~W.R. Reddick \$1000~~

\$800

4 Rock Bottom Spring
2000 by William

2 Don Carver 1000
by William

1 Wren Carver
for William 75

Head Machine

Shed Pools etc. \$35-
by William

1 Shed for
Mr. Stump \$1000

Small Machine with pulleys
between other two machines
by William \$200-

Box of Machine
Gibson \$200-

3 Cars - all small 1000
2 R - m - for \$2000
for William

8 Wren Carver @ \$300
for William

Shed machine