

1908-048

Nansemond County (Suffolk)

Chancery Causes: T. S. Lewis

vs

H. C. Rountree

In the Circuit Court of Nansemond County, Virginia.

September, 7th, 1908.

T.S. Lewis-----Complainant.

vs.

H.C. Rountree-----Defendant.

Injunction Order.

In accordance with the prayer of the complainants bill and for good cause shown an injunction is granted restraining and enjoining the defendant, H.C. Rountree, from removing from Suffolk or selling or exchanging or attempting to sell or exchange all or any of the partnership property belonging to the partnership of Rountree and Lewis until the further order of this court.

But before the complainant shall have the benefit of this order, he or someone for him shall enter into bond before the clerk of this court with surety deemed sufficient by him in a penalty of \$ 400⁰⁰ and conditioned as the law directs.

This injunction shall expire on September 30th unless sooner dissolved or enlarged

~~To the clerk of the circuit court of Nansemond County.~~

Sept. 7th 1908.

-- Allan R. Hauckel

Judge of the ^{Corporation} Circuit court of ^{the City of Norfolk} ~~Nansemond~~

*To the clerk of the circuit court of
Nansemond County*

*A Copy Teste: - R R Smith Clerk
By A P Somers D.C.*

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON H. C. Rountree

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 third Monday in September 1908, to answer a Bill in Chancery, exhibited against him in the said Court by J. S. Lewis

And have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this 8th day of September, 1908, in the 13th year of the Commonwealth.

A copy.—Teste :

CLERK. }

Teste :

R. R. Smith, CLERK.
By A. B. Somers J.C.

The entry this day
 Sept 1908 by delivering
 a true copy of the within
 process to G. C. Rountree
 in person with copy of
 order attached

Robert W. Withers, p. q.
 vs. J. S. Lewis
 } IN CHANCERY.
 H. C. Rountree
 1908
 September Rules.
 Mord Monday.
 NANSEMOND CIRCUIT COURT.
 Process Book No. 3
 Page 58

The bond required by the within injunction
 has been given with security deemed sufficient
 by me:
 September 8th 1908.
 J. R. Smith & Co.
 By J. R. Smith & Co.

In the Circuit Court of Hansewood
County, Virginia
Sept. 5-1908.

J. S. Lewis ————— Complainant
vs
H. C. Rountree ————— Defendant.

Memorandum.

The clerk will issue subpoena
in chancery requiring the defendant
to answer a bill in chancery
exhibited against him by the
Complainant. Returnable Second
September 1908.

Robt. M. Wilkins
P. J.

Pay \$1.50

Memorandum
to the Hon. Secy of the Interior
Washington, D.C.
Sept 10, 1887

Dear Sir,

Memorandum

to the Hon. Secy of the Interior
Washington, D.C.

Subject: The proposed
amendment to the
Act of March 3, 1879,
relating to the
Department of the Interior,
and the proposed
amendment to the
Act of March 3, 1879,
relating to the
Department of the Interior.

Very respectfully,
Your obedient servant,
John D. ...

Commonwealth of Virginia, County of Nansemond, to-wit:

To the sheriff of said county, Greeting:

We command you that you summon H.C. Rountree, if they be found in your bailiwick, to appear before the Circuit Court of the county of Nansemond, in the Clerk's office of said court, at the rules to be held for said court on the Third Monday of September, to answer the bill of complaint of T.S. Lewis; and this you shall in no wise omit, and have then and there this writ, and make return how and when you have executed the same.

Witness R.R. Smith, clerk of our said court at the clerk's office thereof in the county and state aforesaid, the 5th. day of September, 1908 and in the 132 year of the Commonwealth.

Commonwealth of Virginia, County of Nansemond, to-wit:

To the sheriff of said county, Greeting:

We command you that you summon H.C. Rountree, if they be found in your bailiwick, to appear before the Circuit Court of the county of Nansemond, in the Clerk's office of said court, at the rules to be held for said court on the Third Monday of September, to answer the bill of complaint of T.S. Lewis; and this you shall in no wise omit, and have then and there this writ, and make return how and when you have executed the same.

Witness R.R. Smith, clerk of our said court at the clerk's office thereof in the county and state aforesaid, the 5th. day of September, 1908 and in the 132 year of the Commonwealth.

In the Circuit Court of Nansemond County, Virginia.

September, 7th., 1908.

T.S. Lewis-----Complainant.

vs.

H.C. Rountree-----Defendant.

Injunction Order.

In accordance with the prayer of the complainants bill and for good cause shown an injunction is granted restraining and enjoining the defendant, H.C. Rountree, from removing from Suffolk or selling or exchanging or attempting to sell or exchange all or any of the partnership property belonging to the partnership of Rountree and Lewis until the further order of this court.

But before the complainant shall have the benefit of this order, he or someone for him shall enter into bond before the clerk of this court with surety deemed sufficient by him in a penalty of \$400⁰⁰ and conditioned as the law directs.

This injunction shall expire on September 30th unless sooner dissolved or enlarged.

~~To the clerk of the circuit court of Nansemond County.~~

Sept. 7th 1908.

*Allan R. Hancock
Judge of the Corporation Court
of the city of Norfolk.*

~~Judge of the Circuit court of Nansemond~~

*To the Clerk of the Circuit Court
of Nansemond County*

J. L. Lewis
23 1/2 Injunction
Order
H. C. Rountree

Entered in Chancery
Order Book no 4
Page 273.

T.S.Lewis

vs.

H.C.Rountree

Injunction Bond.

Know all men by these presents that we T.S.Lewis and
are held and firmly bound unto the Commonwealth of Virginia in the
just and full sum of 400 00 Dollars, to be
paid to the Commonwealth of Virginia, to which payment we bind ourselves
our heirs, executors and administrators, jointly and severally ; and we
hereby waive the benefit of our homestead exemption as to this debt.
Sealed with our seals and dated this 5th day of September, 1908.

The condition of the above obligation is such, that whereas the said T.
S.Lewis, plaintiff in an injunction suit against H.C.Rountree has sued out
an injunction from the judge of the circuit court of Nansemond County,
enjoining and restraining the said H.C.Rountree from removing from Suffolk
or selling or exchanging or attempting to sell or exchange all or any
of the partnership property belonging to the partnership of Rountree and
Lewis until the further order of the said court, (*Jug. expires 30 Sept.*)

NOW THEREFORE if the said T.S.Lewis shall pay all such costs as may be
awarded against him and all such damages as may be incurred by the defen
dant by reason of said injunction, in case the same shall be dissolved,
then this bond to be void, otherwise to remain in full force and virtue.

(SEAL)

(SEAL).

Know All Men by These Presents, That we, J. S. Lewis, Principal
and W. N. McAnge, Surety

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of
Four Hundred DOLLARS,

to the payment whereof, well and truly to be made to the Commonwealth of Virginia, we bind ourselves, 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 Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said State.

Sealed with our seals, and dated this 8th day of September in the year of our Lord one thousand nine hundred and eight, and in the 133rd year of the Commonwealth.

~~In Testimony Whereof, the said~~ has
~~hereto set his hand and seal, and the said~~

~~has caused its corporate name to be hereto signed, and its~~
~~corporate seal to be hereto affixed, this~~ day of ~~in the year of our~~
~~Lord, one thousand nine hundred and~~, and in the ~~year of the Commonwealth.~~

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound

Whereas an injunction is awarded against H.C. Rountree on a bill in Chancery filed in vacation in the Circuit Court of Nansemond County in the Cause pending between J. S. Lewis, Complainant and said H.C. Rountree Defendant restraining and prohibiting the said H.C. Rountree from removing from Suffolk or selling or exchanging or attempting to sell or exchange all or any of the partnership property belonging to the partnership of Rountree and Lewis until the further order of this court.

But before the complainant shall have the benefit of this order, he or some one for him shall enter into bond before the Clerk of this Court with surety deemed sufficient by him in a penalty of \$400.00 and conditioned as the law directs - This injunction shall expire on September 30th unless sooner dissolved or enlarged. Now therefore if the said J. S. Lewis shall pay all such costs as may be awarded against him and all such damages as may be incurred by the defendant by reason of said injunction, in case the same shall be dissolved, then this bond to be void, otherwise to remain in full force and virtue.

J. S. Lewis

W. N. McAnge

SEAL

SEAL

SEAL

SEAL

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County, on the 8th day of September, 1908:

The above bond was executed and acknowledged before me by the obligors to the same (the security justifying), and ordered to be recorded.

Teste:

A copy Teste: A. P. Gomer, D.C.

A. P. Gomer, D.C.

S S Lewis
To Injunction Bond
The Commonwealth.

1908
Sept 8th

Recorded in Official
Bond Book No 2 Page 95

A copy.

In the circuit court of Hanover County, Virginia

J. S. Lewis	_____	Complainant
vs	<u>In Chancery</u>	
H. C. Ramtrey	_____	Defendant

Bill.

To the Hon. James L. McDermore, Judge.

Humbly complaining, your orator sheweth unto your honor the following facts.

On August 18th 1908 your orator and the defendant, H. C. Ramtrey, entered into a partnership for the buying, selling, ^{exchanging} and renting of horses and mules; that such ~~the~~ business was to be and has been conducted in Suffolk in the County of Hanover; that said partners were to contribute equally to the capital of the firm and to be equal partners therein; the name of the firm is Ramtrey and Lewis. That your orator has contributed his share of the capital but the defendant has not. That your orator became dissatisfied with the way his partner was conducting the business and on September 5th 1908 offered to him to either buy or sell their interests each to the other; this the defendant flatly refused to do and since that time has been selling and disposing of the partnership property, which consists of horses and mules, or has been exchanging them for ridiculously small sums or worthless animals and he has been converting the

proceeds thereof to his own use, without accounting therefor to your orator. That the defendant threatens to and your orator believes he will, unless restrained, carry all the horses and mules, constituting the stock in trade of the partnership, without this state and sell and dispose of them or a part of them and convert the proceeds thereof to his own use. This act is threatened to take place on Sunday Sept. 6th 1908 and this bill is drawn on Saturday night Sept 5-1908. Your orator charges that the defendant has and is allowing the bills due by the partnership to go and remain unpaid altho he has taken large sums of money from the partnership funds under the promise that he would pay these bills with the same. Your orator charges that the defendant is hopelessly insolvent and that a judgment for money against him would probably be worthless.

In tender consideration whereof your orator prays that a writ of injunction issue against the defendant restraining and enjoining him from removing from Suffolk or selling or attempting to sell any and all of the partnership property belonging to the firm of Rountree & Lewis until the further order of court; that H. C. Rountree be made a party defendant to this bill and required to answer this bill tho not under oath, that the partnership

heretofore existing between the complainant and defendants be dissolved and an accounting be had before this court between the partners, that a receiver be appointed to hold and manage the partnership property under the direction of this court and for all such other, further and general relief as your orator is entitled to or to equity seems meet. And your orator will ever pray.

Robt. M. Withers,
P. G.

Virginia, Hanover County, to. wit.

This day L. S. Lewis personally appeared before me and swore that the statements contained in the foregoing were true.

L. S. Lewis

Subscribed and sworn to before me this 5th day of September 1908, in my county,

Robt M. Withers
Court in Chg. of Circuit Court
of Hanover County, Va.

T S Lewis
vs Bill
Hb Rountree

R W Withers pg

P S Lewis

of In Chancery

A C Rountree

Dismissed