1920-006
Nansemond Co (Suffolk) Chancery Cause: Cowper Co] et al vs C.E Rountry et al

Pierce, McNeely, Cross, Wilkins, Turner

SUFFOLK, VA., May 5 1917 No. _____

AMERICAN BANK & TRUST CO. 68-125

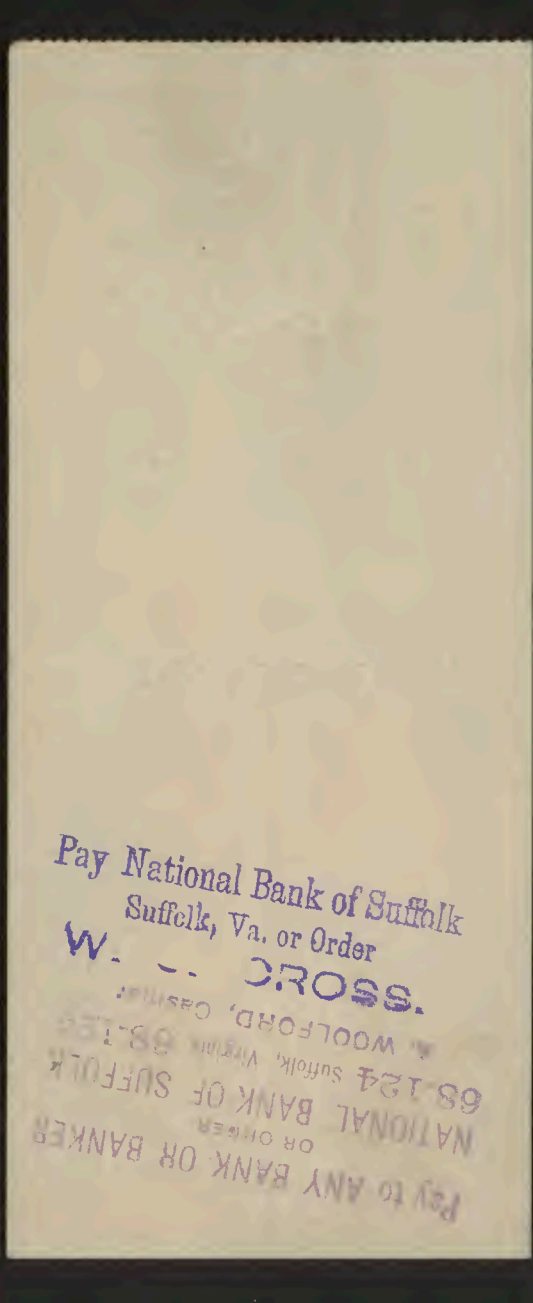
of SUFFOLK, VA.

PAY TO THE ORDER OF W. L. Parker $ 40 00

Forty and 00/100 DOLLARS

W. L. Parker

A. G. ANDUM CO., WASHINGTON


Pay National Bank of Suffolk
Suffolk, Va. or Order
W. C. CROSS.
W. WOOLFORD, Cashier
65-124 Suffolk, Virginia 65-124
NATIONAL BANK OF SUFFOLK
OR ORDER
Pay to ANY BANK OR BANKER

Suffolk, Va. 1/16 1917

Page 2, 07

For C. E. Rountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

100# Cabbage 3.50

Exhibit X

Signed C. E. Rountree

Suffolk, Va. 1/15 191

Page 436

For C. E. Saunders

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

10 # Butter		63
1 Bbl Onions Sweet		785

Signed C. E. Saunders

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS

WHOLESALE PRODUCE

SUFFOLK, VA., 7/15/19.

SOLD TO C.E. Rountree, City.

10 Lbs. Butter	10	.62	6.20	
1 Box Smoked Pork		2.85	2.85	$9.05

DUPLICATE.

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

Suffolk, Va. 11/11 1918

Page 368

For C E Reeves

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

2 Sk Meal 475

Signed

Suffolk, Va. _____ 191__

Page 268

For L E Rawlett

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 Bo Peck Sweet 12# 35-
125# Cabbage 2
1 Qt Roots 134# 2
2 Bu Sweet Peck 300

NOT

L E Rawlett

Signed _____

Suffolk, Va. 11/15 1918

Page 768

For E. C. Rountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 Box No 2 Bark
1 " " No 2 "
1 " Franks
4 Pc. St Louis 61#
1 ~~Chees~~

No 3

Signed E. C. Rountree

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS

WHOLESALE PRODUCE

SUFFOLK, VA., 11/11/18.

SOLD TO C.E. Rountree, City.

2	Bags Meal		4.75	9.50	
1	Pc. Pork Loin	12#	.35	4.20	
125#	Cabbage		.02	2.50	
1	Bag Roots	134#	.02	2.68	
2	Boxes Smoked Pork		3.00	6.00	
2	" Country Smoked Pork		2.50	5.00	
1	" Franks		2.35	2.35	
4	Pc. Pork Loin	61#	.35	21.35	$53.58

DUPLICATE.

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

Suffolk, Va. 6/16 1917

Page 486

For C E Rountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 ~~Case~~	35-
1 Bx Sno Park	285-
1 Bx Franks	225-
3 Bx H. F. Gum	65-
1 ea Cabbage	350
2 # Corn 3 # 40	50
2 Bag	20

Signed C. E. Rountree

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS

WHOLESALE PRODUCE

SUFFOLK, VA., 6/16/19.

SOLD TO C.E. Rountree, City.

1	Box Smoked Pork		2.85	2.85	
1	" Franks		2.25	2.25	
3	" H. F. Gum		.65	1.95	
1	Crate Cabbage		3.50	3.50	
2	Sacks Corn	340#	.04	13.60	
2	Bags		.10	.20	$24.35

DUPLICATE.

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

Suffolk, Va. 6/30 1917

Page 14

For E. E. Rawlins

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 Bx Franks 2.25
1 Pail 1/4 H Butter 60

(No 2)

To E. E. Rawlins

O.K.

Harry Howell

Signed

6/20

Suffolk, Va. 191 9

Page 1K

For E. E. Rountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

10 # 1/4 Butter

No 1

O.K.

Signed

Suffolk, Va. 7/3 191 7

Page 14

For C. E. Rountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

2 Pc pork Loin 21#

2 Bx + S pork

X

OK.

Harry Howell

Signed

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS

WHOLESALE PRODUCE

SUFFOLK, VA., 6/30/19.

SOLD TO C. E. Rountree, City.

1	Box Franks		2.25	2.25	
10	Lbs. 1/4 # Butter		.60	6.00	
2	Pc. Pork Loin	21#	.34	7.14	
2	Boxes Smo. Pork		2.85	5.70	$21.09

DUPLICATE.

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

Suffolk, Va. 7/21 191 9

Page 651

For C. E. Thornton

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles [illegible] ad order:

15 Melons 2

Signed C. E. Thornton

Suffolk, Va. 7/22 1919

Page 651

For C. E. Bowntree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

10 # Brown Butter

Signed C. L. Bowntree

Suffolk, Va. 7/25 1912

Page 65

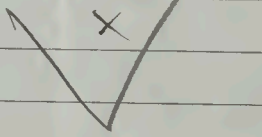
For L. E. Rountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

50 H Park Lain 34
12 Imo Park 285
13 Drinks 276



Signed L. E. Rountree

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS

WHOLESALE PRODUCE

SUFFOLK, VA., 7/21/19.

SOLD TO C.E. Rountree, City.

15 Melons		.30	4.50	
10 Lbs. Pro. Butter		.60	6.00	
50 " Pork Loins	7/25	.34	17.00	
2 Boxes Smoked Pork		2.85	5.70	
1 " Franks		2.25	2.25	$35.45

DUPLICATE.

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

Suffolk, Va. 11/4 1918

Page 44

For C. Ed. Pountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 Tub Butter 41#

(no) ✓ x

Signed C. Edwards

Suffolk, Va. 11/7 1918

Page 47

For L. E. Rawlings

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 Bu Sweet Pot 2.50

Signed C. L. Rawlings

Page No. 44

Suffolk, Va. Nov 6 1918

For C. E. Rawlings

Received of **W. S. CROSS**

WHOLESALE

Fruit and Produce

The following articles in good order:

1/4 Cabbages

Signed C. E. Rawlings

Suffolk, Va. 11/8 1918

Page 44.

For A. E. Rountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

~~2 Box Head~~

5 Pc. P. Loins 38#

2 Box Sms Pork 32#

~~1 " Country~~ "

1 " Frank

Signed C. A. Rountree

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS

WHOLESALE PRODUCE

SUFFOLK, VA., 11/4/18.

SOLD TO C.E. Rountree, City.

1	Tub Butter	41#	.50	20.50	
1	Box No. 2 S. Sausage		2.50	2.50	
1	Sack Cabbage 11/6	100#	.02	2.00	
5	Pc. Pork Loins	58#	.35	20.30	
2	Boxes Smoked Sausage		3.00	6.00	
1	" Franks		2.25	2.25	$53.55

DUPLICATE.

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

Suffolk, Va. 6/18 1919

Page ~~484~~ 5-87-

For C. E. Rountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 Cheese 20 1/4

Signed C. E. Rountree

Suffolk, Va. 6/20 1917

Page 549

For L E Rawlins

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 C Park Sour 52# net 35-
10 # Butter 60
2 Bx Smo Park 280-
1 Bx Mark 225-

No 1

Signed L E Rawlins

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS

WHOLESALE PRODUCE

SUFFOLK, VA., 6/19/19.

SOLD TO C. E. Rountree, City.

1	Cheese	20¼#	.35	7.09	
1	Crate Pork Loins	52#	.35	18.20	
10	Lbs. Butter		.60	6.00	
2	Boxes Smoked Pork		2.85	5.70	
1	" Franks		2.25	2.25	$39.24

DUPLICATE.

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

Suffolk, Va. 7-18 1919

Page 497

For C. E. Rountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 Bag Lima Beans

2 " Tomatoes

1 " Potatoes

✓ ✗

Signed C. E. Rountree

Suffolk, Va. 2/18 191 9

Page 497

For C E Pantree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 Box Lettuce 12 1/8 #

No 1 ✓ 5

C E Pantree

Signed

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS

WHOLESALE PRODUCE

SUFFOLK, VA., 7/18/19.

SOLD TO C.E. Rountree, City.

1	Box Smoked Pork		2.85	2.85	
2	" Franks		2.25	4.50	
1	Case Pork Loin	12½#	.33	4.13	$11.48

DUPLICATE.

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

Suffolk, Va. 10/21 1918

Page 718

For C. E. Rountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 Bx Franks 235-

1 Bx Sno Pak 300

Signed C. E. Rountree

Suffolk, Va. 10/17 191

Page 488

For C. E. Rountree

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1 Tub Butter @ 12½ #

Signed C. E. Rountree

Suffolk, Va. 191

Page 1158

For L. E. Raunkes

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

1	12 Sm Park	300
1	Bx Franks	235
1	Lot Butter	10#50
3	Pc Park Sam	31#42

No 3 ✓ OK

Signed L. E. Raunkes

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS

WHOLESALE PRODUCE

SUFFOLK, VA., 10/17/18.

SOLD TO C.E. Rountree, City.

1	Box Franks			2.25	2.25	
1	" Smoked Sausage			3.00	3.00	
1	Tub Cr. Butter	10/17	12½#	.50	6.25	
1	Box Smoked Pork	10/18		3.00	3.00	
1	" Franks			2.35	2.35	
1	Tub Butter		10	.50	5.00	
3	Pc. Pork Loins		31#	.42	13.02	$34.87

DUPLICATE.

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

SUFFOLK, VA., April 28 1919 No.

AMERICAN BANK & TRUST CO. 68-125
of SUFFOLK, VA.

PAY TO THE ORDER OF W. L. Cross $ 45.79

Forty five 79/100 DOLLARS

L. E. Rawley

AMERICAN BANK & TRUST CO. SUFFOLK, VA.

Pay National Bank of Suffolk
Suffolk, Va. or Order
W. S. CROSS.

Pay to ANY BANK OR BANKER
or Order
NATIONAL BANK OF SUFFOLK

SUFFOLK, VA., May 26 1917 No.

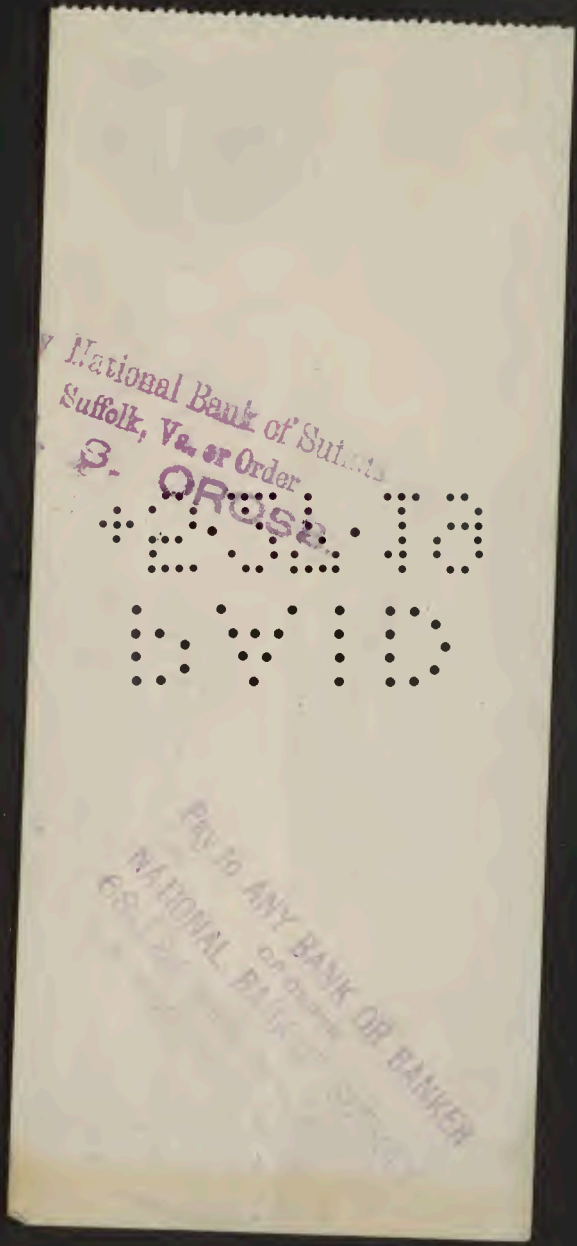
AMERICAN BANK & TRUST CO. 68-125
of SUFFOLK, VA.

PAY TO THE ORDER OF W. E. Clark $ 51 50

Fifty one 50/100 DOLLARS

E. E. Hartley

A. G. DARNALL CO. WAMPSVILLE.


National Bank of Suffolk
Suffolk, Va. or Order
PAY TO ANY BANK OR BANKER

SUFFOLK, VA., June 2 1919 No.

AMERICAN BANK & TRUST CO. 68-125
of SUFFOLK, VA.

PAY TO THE ORDER OF W. J. Kraso $23.42

Twenty three 42/100 DOLLARS

G E Ramsey

Pay National Bank of Suffolk
Suffolk, Va., or Order
W. B. GROSS.

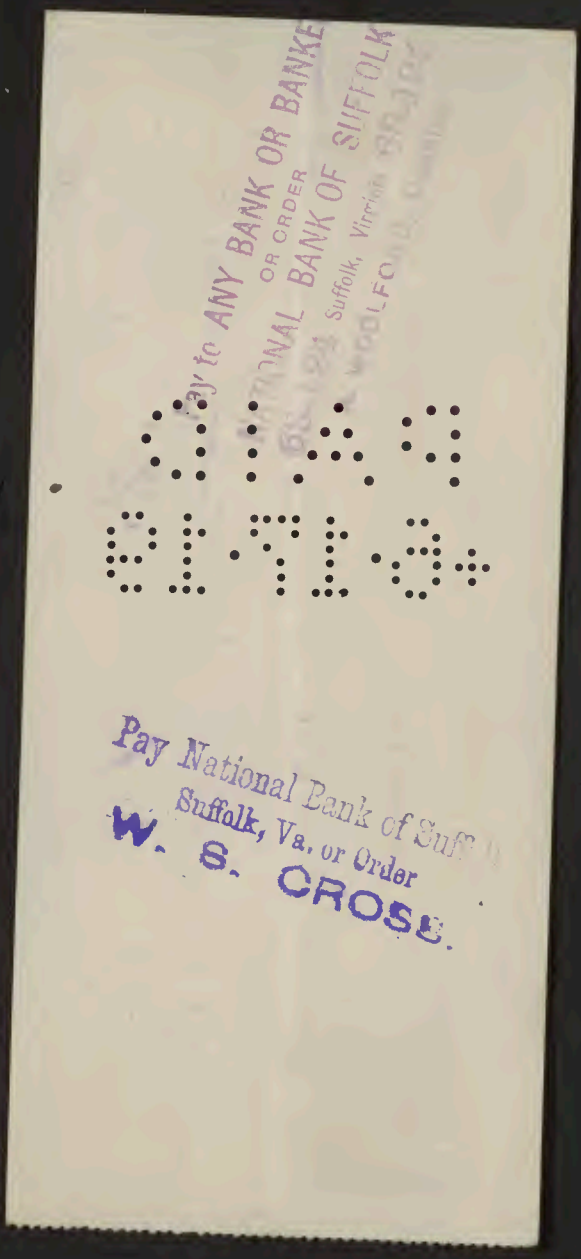
SUFFOLK, VA., June 14 1919 No. _____

AMERICAN BANK & TRUST CO. 68-125
of SUFFOLK, VA.

PAY TO THE ORDER OF W. L. Cross $ 50 00

Fifty no/100 DOLLARS

C. E. Rawlings


Pay to ANY BANK OR BANKE
OR ORDER
NAL BANK OF SUFFOLK
Suffolk, Virginia
Pay National Bank of Suff
Suffolk, Va. or Order
W. S. CROSE.

SUFFOLK, VA., June 30 1919 No. 9

AMERICAN BANK & TRUST CO. 68-125
of SUFFOLK, VA.

PAY TO THE ORDER OF W. D. Cross $ 27 99
++

Twenty Seven 99/100 DOLLARS

For Laundry.

BANK OF SUFFOLK
Pay National Bank of
Buffalo, N.Y. or Order
W. S. CROSS

SUFFOLK, VA., July 5 1917 No.

AMERICAN BANK & TRUST CO. 68-125
of SUFFOLK, VA.

PAY TO THE ORDER OF W. D. Crews $ 25.60

Twenty five 60/100 DOLLARS

C. C. Flaunty

Pay National Bank of Suffolk
Suffolk, Va. or Order
W. S. CROSS,

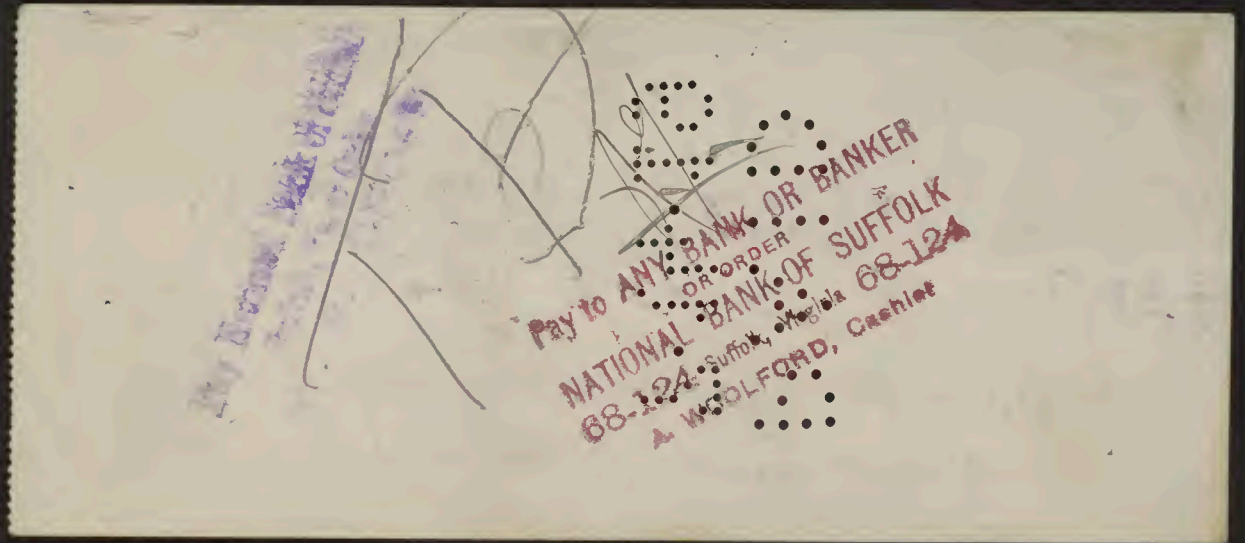
SUFFOLK, VA., July 14 1919 No.

AMERICAN BANK & TRUST CO. 68-125
of SUFFOLK, VA.

PAY TO THE ORDER OF W. S. Cross $ 3.33

Thirty Eight 33/100 DOLLARS

J. D. 3 E. C. Mountcastle


Pay to ANY BANK OR BANKER
OR ORDER
NATIONAL BANK OF SUFFOLK
68-124 Suffolk, Virginia 68-124
A. WOLFORD, Cashier

SUFFOLK, VA., 8/4 1919 No.

AMERICAN BANK & TRUST CO. 68-125
of SUFFOLK, VA.

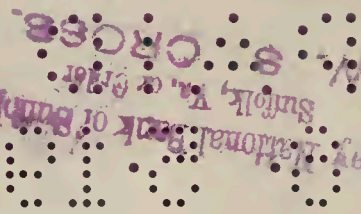
PAY TO THE ORDER OF W. A. Evans $ 42 11

Forty two 11/100 DOLLARS

C. E. Ramsey

Pay to ANY BANK OR BANKER
OR ORDER
NATIONAL BANK OF SUFFOLK
Suffolk, Virginia 68-124
WOOLFORD, Cashier

/



4211
3414
3987
3045
14114

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 4/18/19.

SOLD TO C.E.Rountree City

20 ~~#~~ ¼ # Butter	$.58		$11.60	
1 Case P.Loin	.34	55 #	18.70	
1 Cheese	.36	22¾	8.19	
1 Crate Cabbage			7.25	$45.74

Paid 4/23/1917
W.S. Cross E

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO, G, 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 4/4/19.

SOLD TO C.E.Rountree City

1 Case P.Loin	62 #	$.34	$21.08	
1 Crate Cabbage			6.00	
1 Cheese	21[illegible]	.36	7.65	
10 # ¼ # Butter		.58	5.80	$40.53

W. S. CROSS PAID 420 7 1919

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 2/28/19.

SOLD TO C.,E. Robntree, City.

100	# Cabbage	[illegible]	3,00	
10	# 1/4 lb. Butter	.52	5.20	
10	# F. Candy	.75	7.50	
2	Doz. Lemons	.30	.60	$16.30

U.S. PAID MAR 3 1919

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 3/3/19.

SOLD TO C.E.Rountree City

10 # ¼ # Butler	$.55	$5.50	
100 # Cabbage		3.00	
1 Box Choc.Almonds 3/7		2.35	
1 Box Cough Drops		1.50	
10 # ¼ # Butter	.55	5.50	
1 Sax Roots		2.00	
4 Pc.Pork Loin	55 .30	16.50	
100 # Cabbage		3.00	$39.35

W. S. Cross PAID MAR 10 1919

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 3/10/19.

SOLD TO C.E.Rountree City

10 Boxes P.Candy	$.75	$7.50	
10 # ¼ # Butter	.55	5.50	
1 Box Choc Almonds		2.35	
2 Doz Crackers	.90	1.80	
40 # Pork Loins	.30	12.00	$29.15

W. S. Cross PAID MAR 17 1919

old Bal 478 / 3393

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE No. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA. 3/24/19.

SOLD TO C.E.Rountree City

100 # Cabbage			$3.50	
10 # ¼ # Butter		$.57	5.70	
1 Cheese	21½	.35	7.53	
1 Box 200 Oranges			7.50	
1 Box Sq.Wafers			.75	
1 Case P .Loins	54	.34	18.36	
1 Bx.Adams Gum			.70	
1 " H.F.Gum			.70	$44.74

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 3/17/19.

SOLD TO C.E.Rountree City

10# ¼ # Butter		$.55	$5.50	
4 Doz.Pkg.Crackers		.80	3.20	
1 Pc.P.Loin 10		.30	3.00	
100 # Cabbage			3.50	
1 Box Cal.F.Gum			.70	
9 Boxes P.Candy		.75	6.75	
2 Dzo Lemons		.30	.60	
1 Box E.Peaches	25	.20	5.00	
100 # Roots			2.00	
1 Box P.Candy			.95	$31.20

W. S. CROSS PAID MAR 24 1919 BY

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06676

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA. 2/22/19.

SOLD TO C.E.Rountree City

1 Case Reno.Butter	10	.55	5.50

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 2/10/19.

SOLD TO J.E.Rountree City

1 ¢ Pkg.Crackers	4	$.90	$3.60	
100 # Cabbage		.02½	2.50	
1 Sax Roots	120	.02	2.40	
1 Crate Cabbage			4.00	
9 # M.Butter		.50	4.50	
1 Bx.Smo.Pork			2.85	
10 Boxes P.Candy		.75	7.50	$27.35

Paid 2/17/1918
W S Cross

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA. 2/3/19.

SOLD TO C.E.Rountree, City

100 # Cabbage	@- .02½	2.50	
1 Box Smo. Pork	3.00	3.00	
1 " 216s Navals	6.50	6.50	
20 # Mt. Butter	2/7. .50	10.00	$22.00

Paid 2/10/1919
W A Leath

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 1/27/19.

SOLD TO E.E.Rountfee City

20 # Mt.Butter	.60	$12.00	
1 Box Smo.Pork		3.00	
1 Box Franks		2.35	
15 # K.Sausage	.33	4.95	$22.30

Paid 2/3/1919
W S Cross

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 1/23/19.

SOLD TO C. E. Rountree, City.

1	Sax Cabbage	100#	@- .02½	$2.50

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 2/21/19.

SOLD TO C.E.Rountree City

100 #V Cabbage	$3.20½	$2.50	
10 # ¼ # Butter	.56	5.60	$8.10

W. S. CROSS
FEB 24 1919
BY

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 1/4/19

SOLD TO C. E. Rountree City

1 Case P. P. Sausage	30 #	@-0.32	$9.60

W. S. Cross FARM JAN 6 1919

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS

WHOLESALE PRODUCE

SUFFOLK, VA., 1/6/19.

SOLD TO E.C.E. Rountree, City.

1	Box Smo. Pork			@-3.00	3.00	
14	# Mt. Butter			.55	7.70	
1	Box K. Sausage	1/10.	30#	.33	9.90	
4	Pc. Pork Loins		29#	.32	9.28	
1	Box Franks			2.35	2.35	$32.23

W. S. Cross PAID JAN 1919

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS

WHOLESALE PRODUCE

SUFFOLK, VA., 1/13/19.

SOLD TO C. E. Rountree, City.

45	# Mt. Butter	@- .55	24.75	
1	Box Smo. Pork	2.85	2.85	
1	Bu. Bananas	3.00	3.00	
1	Bbl. Apples	7.00	7.00	
2	Doz. Lemons	.25	.50	$38.10

W. S. Cross Suffolk Va. JAN 20 1919

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 1/25/19.

SOLD TO C.E.Rountree, City.

15 # K.Sausage	@- .33	$4.95

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 1/20/19.

SOLD TO C.E.Rountree City

30 # K.Sausage		$.32	$9.60
1 Box Franks			2.35
1 Cheese	22¼ #	.41	9.13
2 Boxes SmolPork		2.85	5.70
			$26.78

W. S. CROSS JAN 21 1919

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO, G, 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 1/31/19.

SOLD TO C.E.Rountree City

10 Boxes P.Candy	$.75	$7.50

Rec'd 2/3/1919
W S Cross

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

Form Adm. 2

VIRGINIA:

In the Clerk's Office of the Circuit Court of the City of Suffolk, on the 16th. day of June, 1920:

On the motion of J.L.Woodley, Administrator, of the estate of John Lawrence Woodley, deceased, it is ordered that S.M.Lawrence, E.M.C.Quimby, ########## L.P.Jordan, C.H Marden, W E.Allmond, (any three of whom may act), being first duly sworn, do appraise the estate of said John Lawrence Woodley, deceased, and make report thereof according to Law.

A copy—Teste: Chas. L. Whitehurst, Clerk.

Suffolk, Va._____ 191__

Page_____

For_____

_____

Received of **W. S. CROSS**

WHOLESALE FRUIT AND PRODUCE

The following articles in good order:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signed _____

Paid 7/8 Cash
$15.00 on a/c.
8-11-1919
J. W. Jordan

Suffolk, Va., March 1920 192

TO W. S. CROSS, DR.
WHOLESALE PRODUCE

STATEMENT

M C.E.Rountree,

Suffolk,Va.

	27	27.91
	30	25.60
JUL	11	39.35
	14	21.19
	28	21.00
AUG	4	42.21
	11	15.00
		246.47

When remitting give date of invoices remittance covers

Suffolk, Va., 5/6 191 9

TO W. S. CROSS DR.

WHOLESALE PRODUCE

STATEMENT

M C E Pancake

To Balance

To Bill Rend.

				.00 *
MAY	1	BAL		198.10
	2			34.16 ✓
	9			36.28
	12			52.37
	23			23.65
	26			45.00
JUN	2			9.49
	7			41.00
	10			27.99
	13			25.60
	16			24.35
	19			39.24
	27			38.35
	30			21.09
JUL	10			42.11 /
	15			9.05
	18			11.48
	21			35.45
	18	CSH		21.00
				735.76 s

$ 261.47 amt due.

C R

MAY	1		56.10 —
	12		70.44 —
	26		52.37 —
JUN	3		23.65 —
	11		45.00 —
	16		50.49 —
	27		27.99 —
	30		25.60 —

Over

When remitting give date of invoices remmittance covers

JUL 9 38.5[illegible]-
1 5 21.19-
3 0 21.00-
AUG 4 42.11-

261.47*

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 6/2/19.

SOLD TO C.E.Rountree City

2 Doz.Pkg Crks.		$1.00	$2.00	
1 Cheese	21 3/16	.35	7.49	$9.49

W. S. Cross PAID JUN 1919 BT

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

"Exhibit A"

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, 6/17/19.

SOLD TO C.E.Rountree City

1 C.P.Loin	53 #	$.35	$18.55	
1 Box Smo.Pork			2.85	
1 --¼ beef	140	.14	19.60	$41.00

949
5049

W. S. Cross PAID JUN 19 BY

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 7/1/19.

SOLD TO C.E.Rountree City

1 Box Smo.Pork		$2.85	
10 # Butter	$.60	6.00	
1 Cheese 2310/16 #	.36	8.51	
50 # P.Loin 50	.34	17.00	
1 Box Franks		2.25	
1 Cr.Onions		5.50	$42.11

Paid
W. S. Cross
8/4/1919

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FDDD ADMINISTRATION
LICENSE NO. G. D6678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 5/2/19.

SOLD TO C.E.Rountree City

1 Cr.P.Loin	57 #	$.34	$19.38	
10 # ¼ # Butter		.58	5.80	
1 Cr.Cabbage			7.00	
2 Pc.Bologna	9	.22	1.98	$34.16

W. S. Cross PAID MAY 12 1919

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

6977
10
764

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 5/9/19.

SOLD TO C.E.Rountree City

3 Pc.P.Loin	48	$.33	$15.84
1 Sax I.Potatoes			4.00
3 Pc.Bologna	22	.22	4.84
20 # ¼ # Butter		.58	11.60

$36.28

3416
704

W. S. Cross PAID MAY 12 1919

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 6/19/19.

SOLD TO C. E. Rountree, City.

1	Cheese	20¼	.35	7.09	
1	Crate Pork Loins	52	.35	18.20	
10	Lbs. Butter		.60	6.00	
2	Box Smo. Pork		2.85	5.70	
1	Box Franks		2.25	2.25	$39.24

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO, G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 6/10/19.

SOLD TO C.E.Rpuntree City

20 # ½ # Butter		$.60	$12.00	
1 Cheese	21 3/8 #	.35	7.49	
1 Sax I.Potatoes			5.00	
100 # Cabbage			3.50	$27.99

Paid 6/27/1919
W.S.Cross

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 5/12/19.

SOLD TO C.E.Rountree City

2 Doz.Pkg Crackers			$1.00	$2:00
1 Cheese	21	10/16	.35	7.57
3 Pc.Bologna	20		.20	4.00
10 Boxes P.Candy			.75	7.50
1 Case P.Loin	52		.35	18.20
2 Pc.M.Ham	10		.23	2.30
100 # Cabbage				5.00
10 # ¼ # Butter			.58	5.80

$52.37

W. S. Cross PAID MAY 26 1919

5183

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

USE ROBINSON'S AND BAKERS' CODES

UNITED STATES FOOD ADMINISTRATION
LICENSE NO. G. 06678

W. S. CROSS
WHOLESALE PRODUCE

SUFFOLK, VA., 5/23/19.

SOLD TO C.E.Rountree City

1 Case P.Loin	51 #	.35	$17.85	
10 # ½ # Butter		.58	5.80	$23.65

ALL BILLS DUE ON MONDAY FOLLOWING DAY OF PURCHASE

1923-1920

Received Payment in full.

W S Blanchard

Blanchard's bill - $64.45.

Court costs - $44.58.

The Commonwealth of Virginia.

To the Sheriff of Nansemond County - - Greeting:-

You are hereby commanded to summon C. E. ROUNTRY to appear in Court on Monday, December 13, 1920, at 10 o'clock, a. m., at the court-house thereof, to show cause why W. M. WILKINS should not have judgment against him in the sum of $602.50.

This summons is issued pursuant to decree entered in the chancery cause of T. A. Pierce and Catharine W. McNeely, partners trading as The Cowper Company, and W. S. Cross, Complainants, vs. C. E. Rountry and W. M. Wilkins, Defendants, on December 4th, 1920.

And have then and there this summons.

Witness: G. E. Bunting, Clerk of our said Court, at his office, this 6th day of December, 1920, in the 145th year of the Commonwealth.

A copy, Test: G. E. Bunting, Clerk
By: Ruby V. Bunting, D.C.

Test: G. E. Bunting Clerk
By: Ruby V. Bunting D.C.

The Cowper Co. and
W. S. Cross,
v.
C. E. Rowntry & W. M.
Wilkins.

Summons against
C. E. Rowntry.

Original.

Executed Dec 6 - 1892
by calling at the usual place of abode
of the defendant C. E.
Rowntry
and not finding him there, I delivered a
copy thereof in writing to his wife
Mrs C. E. Rowntry and
gave her information of its purport. She
being a member of his family and above
the age of sixteen.
In the City of Suffolk, Va.
C. H. Baker
City Sergeant
W. T. Thurston
Deputy Sergeant

TO GEORGE E. BUNTING, ESQUIRE, CLERK OF THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

T. A. Pierce and Catherine W. McNeely,
partners trading as The Cowper Company,
and W. S. Cross.....Complainants.

v. IN CHANCERY

C. E. Rountry and W. M. Wilkins,.....Defendants.

Issue summons to FIRST MARCH RULES 1920.

Saunders & Hutcheson p.q.

Memorandum

CHANCERY SUMMONS

The Commonwealth of Virginia.

TO THE SHERIFF OF NANSEMOND COUNTY---GREETING:

You are Hereby Commanded to Summon C.E.Rountry and W.M.Wilkins

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the First Monday in March 1920 to answer a Bill in Chancery, exhibited against them in the said Court by T.A.Pierce and Cathrine W.McNeely,partners trading as the Cowper Company and W.S.Cross

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this 2nd day of February , 19 20, in the ~~13~~ 144th year of the Commonwealth.

~~A Copy--Teste:~~

Clerk

Teste: G. E. Bunting

Clerk

Virginia

Saundra V. Hudson --p. q.

C. A. Price et als

vs. } In Chancery

C. C. Beverly et als

19 76

March Rules

First Monday.

NANSEMOND COUNTY COURT.

Process Book, No. ....

Page .....

Executed this 28 day of July, 1976 by delivering a true copy of the within-
in process to C. C. Beverly and W. M. Williams
by delivering in person to each
last being at his place of business
duly to each within named
and with
in person, in the County of Nansemond, State of Virginia.

E. B. Ramsey ---Sheriff

To T. A. Pierce and Catharine W. McNeely,partners trading as the Cowper Company and W. S. Cross

and

C. E.Rountry and W. M. Wilkins.

You are hereby notified that on the 4th.day of October 1920,at the office of Saunders and Hutton in the City of Suffolk,Va. between the hours of 10 A.M. and $ P.M.,at which time and place you are required to attend,I shall take,state and settle the following accounts which are to be taken,stated,settled and reported to Court in pursuance of the decree of the Circuit Court of Nansemond County, Virginia,rendered the 5th.day of August 1920 in the suit in chancery pending in said court to which you are parties plaintiff and defendant,to-wit:

(1) To whom and what amounts still unpaid said Rountry was indebted at the time of said sale.

(2) The value of the stock of goods and fixtures sold and delivered to the said Wilkins as set out in the Bill of Complaint.

(3) Any other matter or matters required by any party to be stated or deemed pertinent by said commissioner.

Given under my hand this 28th.day of September 1920,as Commissioner in Chancery of said Court.

Bradford Kilby, J.

D. A. Pierce & Catharine W. McNeely, trading as the Cowper Co. & W. S. Cross
v. } Notice
C. E. Rountry & W. M. Wiltens,

Copy

Virginia:

In the Circuit Court of Nansemond County.

T. A. Pierce and Catharine W. McNeely,
partners trading as The Cowper Company,
and W. S. Cross, Complainants.

v.

C. E. Rountry and W. M. Wilkins, Defendants.

This cause came on this day to be again heard on the papers formerly read and on the report of Bradford Kilby, Commissioner, dated and filed November 5, 1920, and on the depositions of witnesses filed with said report, to which report no exception has been taken, and was argued by counsel.

On consideration whereof, it appearing to the Court from said report and depositions that the defendant, C. E. Rountry, at the time of the sale in bulk of his stock of merchandise to the defendant, W. M. Wilkins, in September, 1919, was indebted to the following parties and in the following sums, to-wit:

To Catharine W. McNeely and T. A. Pierce, partners trading as The Cowper Company, in the sum of $247.00, with interest thereon from July 28, 1919, until paid.

To W. S. Cross, in the sum of $246.47, with interest thereon from July 16, 1919, until paid.

To W. S. Blanchard, in the sum of $64.45.

And it further appearing to the Court that, since the filing of said report, the defendant, W. M. Wilkins, has paid to the said The Cowper Company the sum of $247.00, to W. S. Cross, the sum of $246.47, and to W. S. Blanchard, the sum of $64.45, which sums so paid have been received in full settle-

ment of said indebtedness of the defendant, C. E. Rountry, to said parties, the said The Cowper Company and the said W. S. Cross having waived ~~their claims for~~ their respective claims interest on ~~said sums~~, and that the said W. M. Wilkins has also paid to the Clerk of this Court the court costs accruing in this suit, amounting to $44.58, making an aggregate paid by him of $602.50.

The Court doth approve and confirm the said report of Bradford Kilby, Commissioner, and doth approve said payments made by the defendant, W. M. Wilkins, and doth adjudge, order, and decree, that the defendant, C. E. Rountry, be summoned to appear in Court on Monday, December, 13, 1920, at 10 o'clock, a. m., at the court-house, and show cause why the defendant, W. M. Wilkins, should not have judgment against him for said sum of $602.50.

And the cause is continued.

The Cowper Co. et al.

V/

C. E. Rountry et al.

Decree.

Iask for this decree.

W. M. Wiekins

by W. P. Lipscomb.
his attorney.

We consent to this decree:

Saunders & Shearin

Counsel for both complainants.

Entr Dect 4th, 1920.

J. L. McLemore

#5 3

3/3

To T. A. Pierce and Catherine W. McNeely,partners trading as the Cowper Company and W. S. Cross.

and

C. E. Rountry and W. M. Wilkins

You are hereby notified that on the 25th.day of August 1920 at the office of Saunders and Hutton in the City of Suffolk,Va. between the hours of 10 A.M. and 5 P.M.,at which time and place you are required to attend,I shall take,state and settle the following accounts which are to be taken,stated,settled and reported to court in pursuance of the decree of the Circuit Court of Nansemond County,Virginia,rendered the 5th.day of August 1920 in the suit in chancery pending in said court to which you are parties plaintiff and defendant,to-wit:

(1) To whom and in what amounts still unpaid said Rountry was indebted at the time of said sale.

(2) The value of the stock of goods and fixtures sold and delivered to the said Wilkins as set out in the bill of complaint.

(3) Any other matter or matters required by any party to be stated or deemed pertinent by said commissioner.

Given under my hand as Commissioner in Chancery of said Court this 11th.day of August 1920.

Bradford Tilley

Commissioner in Chancery.

Sufficient and legal service of the within notice is hereby accepted by us.

Zephaniah Parker and Catherine Lucas, Infants under the age of twenty-one years by Lawrence Lucas their next friend

W. M. Higgins
Their Attorney

Virginia,

Circuit Court for the County of Nansemond, to-wit:

T.A.Pierce and Catharine W.McNeely, partners trading as The Cowper Company and W. S. Cross	)	
v.	)	In Chancery.
C.E.Rountry and W. M. Wilkins	)	

Commissioner's Office,

Suffolk, Va. November 5th.1920.

To Honorable James L.McLemore, Judge of the Circuit Court for the County of Nansemond:

In pursuance of the decree of the Circuit Court of Nansemond County pronounced on the 5th. day of August 1920 in the suit in chancery pending in said court between T.A.Pierce and Catharine W. McNeely, partners trading as the Cowper Company and W.S.Cross, Complainants, and C.E.Rountry and W.M.Wilkins, Defendants, the undersigned, Bradford Kilby, one of the Commissioners in Chancery of said Court respectfully reports as follows:

That on the 11th.day of August 1920, your commissioner gave notice to the parties to the said suit that he would proceed on the 25th.day of August 1920 at the office of Saunders and Hutton in the City of Suffolk, Virginia, between the hours of 10 A.M. and 5 P.M., to make the several inquiries required by said decree to be made by one of the Commissioners in Chancery of said Court.

That said notice was duly served on C.E.Rountry and service of the same was accepted by the other parties to said suit, as will appear by the endorsations on the said notice herewith returned.

That on the 25th.day of August 1920 and on other dates subsequent thereto, to which adjournment was duly taken, at the said office of Saunders and Hutton, your commissioner took the depositions of W.S.Cross, C.F.Turner, C.E.Rountry and Charlie Lassiter Rountry which depositions are herewith returned.

That from the depositions of said witnesses and from information otherwise obtained,your commissioner reports as follows:

(1)

That said C. E. Rountry at the time of said sale of his stock of merchandise in bulk to W.M.Wilkins in September 1919 was indebted to the following parties in the following sums to-wit:

To Catharine W.McNeely and T.A.Pierce,partners trading as The Cowper Company.,with interest thereon from July 28th.1919,until paid.	$247.00
To W. S. Cross with interest thereon from July 16,1919,until paid.	$246.47
To W. S. Blanchard,Portsmouth,Va.	$64.45

(2)

The value of the stock of goods and fixtures sold and delivered to said W.M.Wilkins by said C.E.Rountry was $693.00.

(3)

There is no other matter or matters required by any party to be stated or deemed pertinent by your Commissioner.

Respectfully submitted this 5th.day of November 1920.

Bradford Kilby,
Commissioner in Chancery.

Comr's fee: $____.

C. F. TURNER, being duly sworn, deposes as follows:

By Mr. Hutton.

Q. Please state your name, age, residence and occupation.

A C. F. Turner, legal age, Suffolk, Virginia, bookkeeper.

Q. Are you bookkeeper for Cowper Company, one of the plaintiffs in this case?

A. Yes, sir.

Q. Are you familiar with the item of indebtedness due Cowper Company by C. F. Rountree.

A. Yes, I am,

Q. You have alleged in this bill that the sum due was $247.00 with interest from July 19th. Is that corfect?

A. Yes, sir.

Q. Did Cowper Company have any notice of sale from Rountry to Wilkins?

A. No, sir.

Q. Was this debt contracted before the sale?

A. Yes.

Q. What was the debt for?

A. Merchandise furnished C. F. Rountry.

CROSS EXAMINATION.

By Mr. Lipscomb.

Q. When was the last sale made to Mr. Rountry?

A. I can't tell right now.

Q. What year?

A. 1919.

NOTE: It is agreed between counsel that itemized statement is to be filed before Commissioner.

W. S. CROSS, being duly sworn, deposes as follows:

By John M. Hutton:

Q. Mr. Cross, you have alleged in the bill of complaint in this suit that C. E. Rountry, one of the defendants is indebted to you in the sum of $288.50, with interest thereon from the 16th day of July, 1919, until paid, for goods and merchandise which you furnished to the said Rountry. Please state whether or not Mr. Rountry is indebted to you in the above mentioned sum?

A. The net amount should be $246.47; the original amount due on August 1st was $303.58. He paid on August 4th $42.11. on August 11th $15.00

Q. State whether or not Mr. Rountry was in the merchandising business at the time this debt was contracted?

A. He was.

Q. Do you know whether he has, since this debt was contracted, sold his stock of goods in bulk?

A. I don't know exactly how he sold them; I think he did.

Q. Who is running that place of business now?

A. Mr. Wilkins - Mr. W. M. Wilkins.

Q. You have alleged in your bill that these goods were sold to Mr. Wilkins by Mr. Rountry some time in the month of September, 1919, or approximately that date. Is that true?

A. That is true, yes, sir.

Q. Did you receive, prior to this sale, amy notice of any sort that the goods were about to be sold to Mr. Wilkins by Mr. Rountry.

A. I did not.

Q. Has any part of this sum of $288.50 been paid by Mr. Rountry or any one for him?

A. It has not.

Q. Do you know anything about the value of the stock of goods Mr, Rountry had when this sale took place?

A. I do not

CROSS EXAMINATION.

By Mr. Lipscomb:

Q. When was the last bill contracted by Mr. Rountry?

A. The last goods he purchased from us was July 21, 1919.

Q. When was the first purchase made of this $246.47?

A. October 17, 1918.

Q. When was the last payment made to you?

A. August 11th.

Q. How much was that?

A. $15.00.

Q. Didn't he pay you $42.11 on August 4th, 1919?

A. He did.

Q. Mr. Cross, I hand you certain cancelled checks and receipts marked "Exhibit A" and ask you whether or not you have given Mr. Rountree credit for all checks and receipts shown.

A. All except one dated May 5, 1919 for $40.00. This evidently was to take up a check that was not good or a merchandise cash sale.

Q. Could you make up a statement showing the difference purchases made by him and the different payments made by him so as to arrive at the balance now owed by him and file it with Mr. Hutton?

A. I could.

NOTE: It is agreed between counsel that the actual inventory value of stock and fixtures passing in the sale from defendant Rountry to defendant Wilkins was $693.00 and that Wilkins paid Grandy Bros., of Norfolk, a bill which had been contracted by Rountry amounting to $24.15.

RE-EXAMINATION.

By Mr. Hutton.

Q. I understand from your testimony that the sum of $246.47 is due you by Mr. Rountry as shown by your books with the exception of an item of $40.00 dated May 5, 1919.

A. Yes.

And further this deponent saith not.

C. E. ROUNTRY, being duly sworn, deposes as follows:

By Mr. Lipscomb:

Q. Mr. Rountry, are you the defendant in this suit?

A. Yes, sir.

Q. Is the claim of Cowper Company, as proven by Mr. Turner, correct?

A. It is.

Q. Is the claim of W. S. Cross for $246.47 correct?

A. It is not.

Q. In what respect is it wrong?

A. He has stuff charged to me that I never have had invoices for.

Q. What do you claim is the correct amount that you owe Mr. Cross.

A. The last statement that I got from Mr. Cross was correct. It was $160.00 and some cents. That was in November that I went to work for these people.

Q. Please state as best you can the date that you received that account.

A. That was in June 1919. I don't know what day.

Q. Didn't you purchase goods - some more goods after that date?

A. The bills that I purchased from Mr. Cross after that - the invoices shows all checked up and marked paid.

Q. Then do I understand that you claim that you have paid for all goods bought by you since you got this bill of $160.00?

A. Yes, sir. All them bills is paid showed right there, but there is no bill for $33.00 something which is marked paid.

Q. The goods that you bought after June of last year were charged to you or were they cash transactions?

A. They were all charged to me except two small bills the boy got while I was on the road.

Q. How do you know that you have paid Mr. Cross for all the goods you bought from him from June, 1919?

A. The bills show. I was not disputing the bills at all.

Q. Is there any statement you want to make?

A. There isn't but one thing I ask for--that is the tickets for the goods he has me charged me for that I have no invoices for--his dray tickets.

Q. Are they all the bills that Mr. Cross sent you?

A. They are all the bills I received from Mr. Cross in the last eighteen months.

Q. Have you kept all the bills that Mr. Cross has ever sent you since you have been dealing with him?

A. I have to every year when we square up and these bills you have here go back eighteen months from today; eighteen months from August, 1920.

CROSS-EXAMINATION.

By Mr. Saunders.

Q. About one year ago, I don't recall the day, I met you on Main Street about in front of where the Britts live, did I not?

A. Yes, sir.

Q. I asked you about this account and you told me that if Mr. Cross would give you some time you would pay it.

A. I told Mr. Saunders when he first asked me did I owe Mr. Cross a bill I said I did, and he said I have papers for it. I said if Mr, Cross will give me some time I will pay him. Then he pulled out a statement showing this bill and I said I didn't owe it.

Q. As a matter of fact, is it not true that you did not at that time make any kick of the bill but told me that you were not in position to pay it and later after that time you paid $15.00 on the bill and when we began to push you for this money then you claimed that you did not owe Mr. Cross hardly anything, at one time telling me that you owed him less than $20.00. Is that not true?

A. I told you at one time I owed him two bills.

Q. Didn't you tell me at one time of the corner of Bank and Franklin Streets, up about where the Eley home is, that you did not owe Mr. Cross as much as $20.00, that you had check up these bills and that you hardly owed him anything. Is that not right?

A. I told you that I had two bills that were not paid and that I gave you a check for $15.00. Them two bills were all I owed Mr. Cross.

Q. Is it not true that I notified you and you and Mr. Cross met in my office and ran over these bill. You had your accounts or the bills that Mr. Cross had sent you and Mr. Cross had his bobks and didn't Mr. Cross check out every item to you and were you able at that time to point out anything wrong about any item of the account?

A. The bills checked up with what I had. All I am arguing about is the bills I have not got.

Q. I again ask you if at that time you and Mr. Cross and myself checked up these bills in my office, were you able at

that time to point out anything wrong with Mr. Cross's statement?

A. How are you going to point out anything wrong. I didn't have anything to point out.

Q. Is not this the same statement that you had the day you were up here checking up this account?

A. The item of $198.10 I can not itemize.

And further this deponent saith not.

C. E. ROUNTRY, being recalled, deposes further as follows:

By Mr. Saunders:

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

A. C. E. Rountry, forty-four years, Suffolk, Virginia.

Q. Prior to your leaving the stand on your former testimony, you stated that there were certain items you did not owe W. S. Cross and Mr. Cross was at that time asked to look up the dray receipts for these items. I hand you the bills which you at that time denied together with the dray receipts and ask you to point out whether or not any of these dray receipts bear your signatures.

A. Yes, sir, some of them bear my signature.

Q. Please indicate which ones bear your signature.

A. No. 1 attached to invoice 6/30/19; No. 1 attached to invoice 6/19/19; No. 1 attached to invoice 7/18/19; Nos. 1, 2 and 3 attached to invoice 11/14/18.

Q. Although you testified on your oath that you owed none of these bills, now after having seen your signature, you admit that you do owe some of them. Is that true?

A. It is strange that I never had bills for them before; still that is my signature.

Q. Now there are other dray tickets attached to this batch of invoices bearing the name of C. E. Rountry although signed in several handwritings. State which of these dray receipts were signed by you or your son, by your direction or under your authority.

A. (Indicating) No. 1 attached to invoice 11/4/18; No. 2 attached to invoice 6/30/19.

Q. Now please look over these dray receipts, all of which bear the name of C. E. Rountry, and state if any of them are signed by any one else who was employed by you by authority from you.

A. No. 2 attached to Invoice 6/30/19, bearing the name of Harry Howell - no others.

Q. I will ask you to please look at dray receipt marked No. 3 attached to invoice 10/17/18 and state whose signature that is.

A. That is my signature.

Q. Why didn't you see that one when you just ran through this batch of invoices?

A. I have seen it. It is marked "O. K.". If I skipped over that one I did not know it.

Q. I want to get it clear about the other signatures that appear on these dray receipts. Do you deny that you received the goods on the dray receipts attached to these invoices bearing the name of C. E. Rountry though in other handwritings than that which you claim is yours, your son, or Harry Howell?

A. That signature is neither mine nor my boy's. They are the only ones I gave authority to sign for any goods.

Q. I did not ask you that. I asked you if you got the goods.

A. That is too hard to say. That is not my signature or the boys.

Q. Then you do not now deny that you got the goods?

A. Of course I do. I certainly do.

Q. Then why did you say that was too hard to say if you deny it?

A. If I had received the goods it looks like some of my employees would have signed for it.

Q. Then you claim that your name has been forged to certain dray tickets that appear here attached to invoices, do you?

A. I certainly do not know anything about that hand writing.

Q. Let me get it clear. You state that you authorized to sign for you; you did not sign it yourself, your son did not sign it and therefore it must be a forgery, must it not?

A. I said I did not know anything about that hand writing. It was no my boy's hand writing. I did not have any one working for me except Harry Howell and Harry Howell stayed with me two weeks.

Q. But you are not quite as sure that you do not owe any of these bills as you were the other day when you testified, are you?

A. I said I would acknowledge anything that my hand writing was to or the boys. That is what I told you.

Q. Did not you at the same time say you did not owe any of it?

A. That is what I said.

Q. But you now admit that you do owe some of it. Is that right?

A. According to the statements and the dray tickets it shows that it does.

Q. What I am getting at, Mr. Rountry, should we find the party who signed your name to the dray receipts now exhibited before you, would you say that he had signed your name to a paper without authority?

A. If it was not Harry Howell or my son I would.

Q. Then you are sure that neither Harry Howell or your son signed these signatures on these dray receipts.

A. I said that it was not his hand writing.

Q. I did not ask you that. I asked you if you are sure they did not sign on these dray receipts.

A. I gave you my answer.

Q. Then answer it again.

A. I said it was not the boy's signature.

Q. If it should develope that these were signed by your boy or Harry Powell, would you still deny them?

A. No, sir, I would not.

Q. Would you still deny that you got the goods?

A. No, sir, I would not.

Q. Did you do all the ordering in your store?

A. Most of it, yes, sir, without I sent the boy after it.

Q. In case you sent the boy after it, the boy would sign for it, would he not?

A. Yes, sir.

Q. You were gone part the time weren't you?

A. Yes, sir.

Q. The boy had authority to order goods and sign for them?

A. No, not unless he was told.

Q. He was told right frequently, was he not?

A. Yes, sir.

Q. Mr. Rountry, the only record that you kept of your purchases were by the bills that you got.

A. Yes.

Q. You kept no accurate record of your stock?

A. No, sir, I did not.

Q. And you could not have told whether some invoices like this went in your stock or not unless you had seen it put there?

A. Of course, you could not unless you saw it.

By the Commissioner.

Mr. Rountry, about what was the value of the stock of goods and fixtures sold and delivered to W. M. Wilkins?

A. Around $650.00.

Q. You don't exactly know the total?

A. No, sir.

And further this deponent saith not.

CHARLIE LASSITER ROUNTRY, being duly sworn, deposes as follows:

By Mr. SAUNDERS:

Q. Give your name, age, residence and occupation.

A. Charlie Lassiter Rountry, seventeen, Suffolk, work at Planters Nut & Chocolate Co.

Q. Pick out of the dray receipts now handed to you the ones that bear your signature.

A. None of the dray receipts were signed by me.

Q. You are sure now that you did not sign any of these?

A. None of those.

NOTE: It is agreed that bill of W. S. Blanchard, of Portsmouth, Virginia, amounting to $64.45 is correct and same is herewith filed by consent.

And further this deponent saith not.

W. S.CROSS, being further examined, deposes as follows:

By Mr. Saunders.

Q. I hand you a dray ticket marked "Exhibit X" and ask you if that ticket has been paid by Mr. C. E. Rountry.

A. Yes.

And further this deponent saith not.

Suffolk, Va., March 1920 192

TO W. S. CROSS, DR.
WHOLESALE PRODUCE

STATEMENT

M C. E.Rountree,

City

		.00 *
MAY	BAL	198.10
	2	34.1 ✓
	9	36.2 —
	12	52.3 —
	23	23.65 —
	26	45.00
JUN	2	9.4 —
	7	41.00 —
	10	27.9 —
	13	25.60
	16	24.35
	19	39.24
	27	38.35 —
	30	21.09
	10	42.11
	15	9.05
	18	11.48
	21	35.45
	16	21.00
		735.76 s
C R		
MAY	1	56.10 —
	12	70.44 —
	26	52.30 —
		.07 —
JUN	2	23.65 —
	11	45.00 —
	16	50.49 —

When remitting give date of invoices remittance covers

Suffolk, Va., March 1920 192

TO W. S. CROSS, DR.
WHOLESALE PRODUCE

STATEMENT

Mr. C.E.Rountree,

Suffolk,Va.

		.00 *
OCT	17	34.87
NOV	4	53.55
	11	53.58
JUN	16	24.35
	19	39.24
	30	21.09
JUL	15	9.05
	18	11.48
	21	35.45
		282.66 s
JUL	14	21.19—
AUG	11	15.00— ✓
		246.47 *

When remitting give date of invoices remittance covers

NO CLAIMS CONSIDERED UNLESS MADE IN 5 DAYS AFTER RECEIPT OF GOODS

STATEMENT OF ACCOUNT

SUFFOLK, VA.. _____ 192____

Mr. M. E. Bowling

BOUGHT OF THE COWPER COMPANY

WHOLESALE STAPLE AND FANCY

GROCERIES

Our Terms Positively Net Cash 7 Days Phone 564 Saratoga St.

UNITED STATES FOOD ADMINISTRATION LICENSE NO G-21608

1919

Apr.	24	Mdse.	40	39	
May	3		9	52	
	6		29	70	
	8		75	41	
	10		4	25	
	13		55	00	
	15		4	95	
	28		38	67	
June	5		61	10	
	13		65	35	
	20		13	50	
	28		22	40	
July	3		5	40	
	8		27	00	
	11		9	92	
	15		13	50	
	16		13	50	
	22		24	00	#
	28		41	10	55 4 66
		Mer.			
June	24		25	00	
	30		45	00	
July	14		35	00	
	28		37	00	
Aug	4		50	66	
	5		100	00	#
	11		15	00	307 66
					# 747 00

Ephrem C.

I SPECIALIZE ON FACTORY SHIPMENTS

Portsmouth, Va., July 2 1914

M C E Kennedy
Kingsville

In Account with **W. S. BLANCHARD**

Wholesale and Distributor of

Cigars and General Merchandise Specialties

PHONE 995-W

P. O. BOX 466

July	1	Kaso		43	20	
	14	Bbls		20	25	
						64 42
		Chas D				
		Kefauver Bros				
		Nat Bank				
		Exchange				

540

In Chancery.

W. S. Cross et als.

v.

C.E.Rountry and W.M.Wilkins

Commissioner 's Report.

Report of Bradford Kilby,
Commissioner in Chancery,
under decree of August 5th.
1920.

Filed Nov. 5th 1920.

G. E. Bruntley
Clerk.
By. Ruby V. Bruntley

BRADFORD KILBY
Attorney at Law
SUFFOLK, VIRGINIA.

Baltimore Office Supply Company, Baltimore, Md.

Virginia:

In the Circuit Court of Nansemond County.

T. A. Pierce and Catharine W. McNeely, partners trading as The Cowper Company, and W. S. Cross.....Complainants.

vs.

C. E. Rountry and W. M. Wilkins.....Defendants.

This cause came on this day to be again heard on the papers formerly read, and upon the summons returned executed against the defendant, C. E. Rountry, issued pursuant to decree entered herein on December 4, 1920, and was argued by counsel.

On consideration whereof, it appearing that said summons was served on said C. E. Rountry in the manner provided by law, and the said C. E. Rountry failing to appear to show cause, if any he has, why the defendant, W. M. Wilkins, should not have judgment him for the sum of $602.50, it is adjudged, ordered and decree that the said W. M. Wilkins recover ~~have judgment~~ against the said C. E. Rountry ~~for said~~ the sum of $602.50, with interest thereon from this date, and the same shall have the force and effect of a judgment. And the object of this suit having been accomplished, and nothing further remaining to be done therein, it is further ordered that the said suit be removed from the docket.

T. A. Pierce, etc.,

vs.

C. E. Rountry et al.

Decree.

Enter Dec. 13. 1920.
Jas. L. McLemore.

5-Fg 315

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

The answer of W. M. Wilkins, one of the defendants, to a bill of complaint exhibited against him and C. E. Rountry, in the Circuit Court of Nansemond County, Virginia, by T. A. Pierce and Catherine W. McNeely, partners trading as The Cowper Company, and W. S. Cross, complainants.

----------o o----------

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

That this respondent neither admits nor denies that the said C. E. Rountry is indebted to the complainants, or either of them, in the sums mentioned in the bill of complaint, or in any sum whatsoever, and he calls for strict proof of said indebtedness.

That on or about the 2nd day of August, 1919, this respondent bought from the said C. E. Rountry his stock of goods in bulk, in possession of the said C. E. Rountry in connection with the grocery business conducted by him near Norfleet's Fork, that this respondent took possession of same and has been, and still is, conducting a grocery business in the same store formerly occupied by the said C. E. Rountry.

That the inventory price of said stock of goods and the fixtures amounted to about $737.00, from which should be deducted, however, about $44.00, representing the value of certain seed which the said C. E. Rountry purported to sell to this respondent, but which the said C. E. Rountry in fact did not own, as he held them only on commission; thus making the actual inventory value of the said stock and fixtures passing by said sale around $ 695.00.

That this respondent has paid to the said C. E. Rountry the entire purchase price of said stock and fixtures.

That section 2460a of Pollard's Code of Virginia (Vol 4 of the Code) was not complied with by this respondent in making said purchase.

That this respondent is advised that the said C. E. Rountry has paid to certain of his creditors about $200.00 of the purchase money paid to him by this respondent for said stock of goods and fixtures, which amount, this respondent is advised, should be deducted from the said sum of $693.00, which represents the inventory value of said stock and fixtures.

That of the goods and fixtures that came into this respondent's possession by virtue of the said sale, he now has on hand only certain medicine and borax, of the approximate value of $15.00, and the fixtures, of the approximate value of $100.00, the residue of the stock having been sold by this respondent at retail in the conduct of the business; and this respondent is advised that, should he be declared to be a receiver for and accountable to the complainants or other creditors of the said C. E. Rountry, he can be declared to be such receiver and so accountable only for the said medicine and borax and the said fixtures.

That the said C. E. Rountry is personally liable to this respondent for any sum or sums for which this respondent may be held accountable to the creditors of the said C. E. Rountry, and this respondent respectfully asks for judgment against the said C. E. Rountry therefor.

And now, having fully answered the complainants' bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended. And he will ever pray, etc.

_____

_____, p. d.

89.

TO THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

T. A. Pierce and Catherine W. McNeely,
partners trading as The Cowper Company,
and W. S. Cross.....Complainants.

v. IN CHANCERY

C. E. Rountry and W. M. Wilkins.....Defendants.

Your complainants, T. A. Pierce and Catherine W. McNeely, partners trading as The Cowper Company, and W. S. Cross, respectfully represent:

(1) That C. E. Rountry is indebted to your complainant, T. A. Pierce and Catherine W. McNeely, partners trading as The Cowper Company, in the sum of Two Hundred and Forty-Seven ($247.00) Dollars, with interest thereon from the 28th day of July, 1919, until paid, for goods and merchandise furnished by your said complainant to the said C. E. Rountry, to be sold in the store of the said C. E. Rountry, in Nansemond County, Virginia; and,

(2) That C. E. Rountry is indebted to your complainant, W. S. Cross, in the sum of Two Hundred Eighty-Eight and 58/100 ($288.58) Dollars with interest thereon from the 16th day of July, 1919, until paid, for goods and merchandise furnished by your said complainant to the said C. E. Rountry, to be sold in the store of the said C. E. Rountry, in Nansemond County, Virginia; and,

(3) That at the time of contracting the said debt the said C. E. Rountry was a grocery merchant with a store near Norfolk's Fork in Nansemond County, Virginia; and,

(4) That on or about the _____ day of September, 1919, the said C. E. Rountry sold his said stock of merchandise in bulk to one W. M. Wilkins, who took charge of the said merchandise and is now conducting the business in the store occupied by the said C. E. Rountry at the time of the purchase of said goods; and,

(5

(5) That the said W. M. Wilkins has not complied with the statutes of Virginia, to-wit: Section 2460-A of the Code of Virginia, relative to the sale of stocks of merchandise in bulk, and that prior to, at the time of and subsequent to said sale and up to the filing of this petition, your said complainants have not been notified of the said sale in accordance with said section 2460-A of the Code of Virginia: and,

(6) That your said complainants are informed that at the time of the said sale by the said Country to the said Wilkins, the said stock of merchandise inventoried approximately Eight Hundred ($800.00) Dollars, but your said complainant know nothing of the inventory or the sale until some time after the sale was made and goods delivered in bulk by the said Country to the said Wilkins.

In consideration whereof, and forasmuch as your complainants are remediless in the premises, save in a court of equity, your complainants pray that the said C. E. Country and W. M. Wilkins may be made parties defendant to this suit, and required, but not under oath, to answer the same, the oath being hereby waived, that all proper orders and decrees may be made, inquiries directed and accounts taken; that the papers in this cause be referred to one of the Commissioners of this court who shall ascertain and report the validity of the said sale, the amount due your complainants respectively by the said Country at time of said sale and remaining unpaid, the amount of the said inventory and any other thing or things by him deemed pertinent or required by any party to be stated; that the said W. M. Wilkins may be declared a receiver for the benefit of your said complainants; that the said Wilkins may be required to account to your complainants for the fixtures and goods purchased of said Country, and, if the whole or any part of same has been disposed of, that said Wilkins may be required to account for the value of the fixtures and goods so disposed of to the extent of the aggregate of the claim of your complainants; and that your

complainant may have all such further and other and general relief in the premises as the nature of his case may require or to equity and good conscience shall seem meet.

_____

_____

_____