

1929-002
Nonsemond Co (Suffolk) Chancery Causes: Mary Jackson, admx vs Henry Jackson

Herman, Mexey, Vann, Parker, Hall, Folk,
Key, Ford, Crocker, Fulcher, Brown, Jones
McSwain, Kelly

Folder 1 of 2

American
Bank & Trust Co.
NEW YORK

DEPOSIT RECEIPT

For the sum of *Five Hundred Dollars*

Five Hundred Dollars

Five Hundred Dollars

NOTE: PASS BOOK is for use only in recording
and describe all entries entered to be made at the
Bank by its officers or clerks, statements will be
made and sent by mail or messenger accompanied
by cancelled checks, to dep. Start on application
will make them as they are required and filed.

AMERICAN BANK & TRUST CO.

SUFFOLK, VA.

DR.

In account with

1927

April 4	D	\$34 ⁰⁰
✓ 11	✓	68 ⁰⁰
✓ 18	✓	95 ⁰⁰
✓ 20	✓	21 ¹⁵
✓ 25	✓	61 ⁰⁰
May 2	✓	71 ⁴⁵
✓ 4	✓	10 ⁰⁰
✓ 9	✓	66 ⁰⁰
✓ 12	✓	15 ⁰⁰
✓ 16	✓	76 ²¹
✓ 23	✓	76 ⁰⁰
✓ 31	✓	96 ⁶⁷
June 6	✓	61 ⁶⁰

E. L. Jackson CR.

1927

June 7	Debit	\$10 ⁰⁰
✓ 9	✓	10 ⁰⁰
✓ 13	✓	66 ⁷⁵
✓ 20	✓	60 ⁸⁰
✓ 27	✓	68 ⁹⁰
✓ 28	✓	11 ²⁰
July 5	✓	90 ²⁵
✓ 11	✓	76 ³⁰
✓ 18	✓	70 ²⁵
✓ 25	✓	69 ⁴⁵
Aug 1	✓	89 ³⁵
✓ 3	✓	10 ⁰⁰

1927

Aug 8 Debit

✓ 11 ✓

✓ 15 ✓

✓ 22 ✓

✓ 29 ✓

Sept 6 ✓

✓ 12 ✓

✓ 19 ✓

✓ 26 ✓

✓ 26 ✓

Oct 3 ✓

✓ 3 ✓

✓ 10 ✓

✓ 11 ✓

\$ 37 2010 0070 0083 6074 2595 0076 7595 0050 0027 0033 0060 0955 0014 00

1927

Oct 12 Debit

✓ 13 ✓

✓ 14 ✓

✓ 17 ✓

✓ 24 ✓

✓ 24 ✓

✓ 31 ✓

Nov 1 ✓

✓ 2 ✓

✓ 7 ✓

✓ 14 ✓

✓ 21 ✓

✓ 22 ✓

✓ 23 ✓

\$ 87 0112 55 0075 6569 0018 0071 2016 0013 2050 1582 0065 0015 006 00

1927
 Nov 25 O
 ~ 28 ✓
 ✓ 29 ✓
 Dec 2 ✓
 ✓ 5 ✓
 ~ 12 ✓
 ✓ 13 ✓
 ~ 15 ✓
 ✓ 19 ✓
 ✓ 21 ✓
 ✓ 27 ✓
 1/3/28 ✓
 Jan 9 ✓
 ✓ 16 ✓

26⁰⁰
 48⁰⁰
 10²⁰
 14⁰⁰
 58⁰⁰
 54⁰⁰
 20⁰⁰
 52⁰⁰
 47⁰⁰
 25⁰⁰
 90³⁰
 64⁰⁰
 54⁰⁰
 60⁵⁰

1928
 Jan 20 Dyat
 ✓ 24 ✓
 ✓ 30 ✓
 ~ 31 ✓
 Feb 6 ✓
 ✓ 19 ✓
 ✓ 20 ✓
 ~ 27 ✓
 Mar 5 ✓
 ~ 12 ✓
 ✓ 19 ✓
 ✓ 26 ✓
 Apr ✓
 ~ 9 ✓

\$ 51⁶⁰
 10⁰⁰
 51⁰⁰
 10⁰⁰
 30⁰⁰
 49²⁰
 40⁰⁰
 40⁰⁰
 54⁰⁰
 44¹⁵
 40⁰⁰
 49⁰⁰
 40⁴³
 70⁰⁰

Apr 16 Dep

✓ 23 ✓

✓ 30 ✓

May 7 ✓

✓ 14 ✓

✓ 21 ✓

✓ 28 ✓

Jun 5 ✓

✓ 11 ✓

✓ 18 ✓

✓ 25 ✓

July 2 ✓

✓ 9 Dis

✓ 16 Dep

\$

40⁰⁰

58⁰⁰

51⁵⁰

50⁰⁰

42⁰⁰

53²⁵

34⁰⁰

29⁰⁰

40⁰⁰

25⁰⁰

24²⁰

17⁰⁰

49⁵⁰

18⁰⁰

1928

Jul 24 Dep

✓ 30 ✓

Aug 6 ✓

✓ 13 ✓

✓ 27 ✓

Sept 4 ✓

~~Oct 11~~

\$

15⁰⁰

50⁰⁰

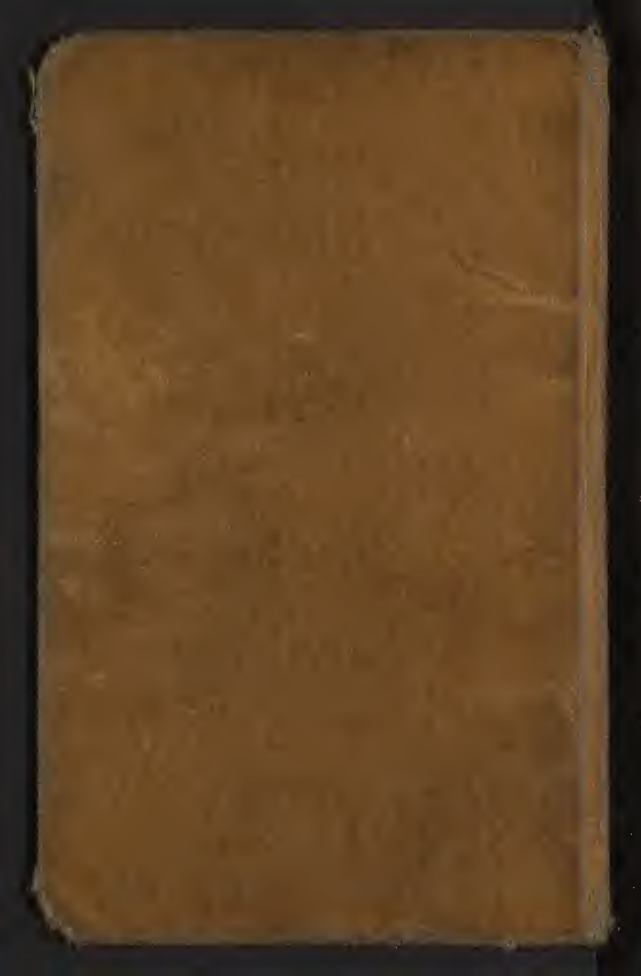
19⁰⁰

15⁰⁰

17⁵⁰

15⁰⁰

**REMAINING
PAGES IN
VOLUME ARE
BLANK AND
HAVE NOT
BEEN
REFORMATTED**



SAVINGS DEPARTMENT

American Bank & Trust Co.

SUFFOLK, VA.

IN ACCOUNT WITH

W. H. Jackson

252 Pine St

City

SAVINGS DEPARTMENT
AMERICAN BANK & TRUST CO.
SUFFOLK, VA.

Rules Governing Savings Deposits,
in force, until further notice.

Deposits remaining undisturbed **S I X** MONTHS or longer, Four per cent per annum, compounded semi-annually—July 1st and January 1st.

Deposits remaining undisturbed **THREE** MONTHS, but less than Six Months, Three per cent per annum; if withdrawn or checked against in less than Three Months no interest allowed.

On deposits made between the first and the middle of a month, interest will begin on the 15th of such month; on deposits made after the middle of a month, interest will begin on the 1st of the month following.

The Bank reserves the right to require 30 (Thirty) days' notice by the depositor before withdrawal of any funds on deposit in its Savings Department, and the right to cancel any agreement as to interest by giving 30 (Thirty) days' notice, either by advertising in the local newspaper or by a written or printed slip mailed to the last known address of the depositor; all interest ceases twenty days before withdrawal of funds.

SAVINGS DEPARTMENT
AMERICAN BANK & TRUST CO.
SUFFOLK, VA.

DR.

IN ACCOUNT WITH

W. H. Jackson. CR.

1927

Sep 19	D	\$1,000 ⁰⁰
1928		
April 24	V	17 ⁰⁰
May 29	V	5 ⁰⁰
1927 DEC. 31	Int. to date	875
		1407

checks	150 ⁰⁰
"	25 ⁰⁰
"	15 ⁰⁰
"	20 ⁰⁰
"	100 ⁰⁰
"	791
"	16 ⁰⁰
"	20 ⁰⁰
"	25 ⁰⁰
"	125 ⁰⁰

Balance 540⁹¹

BANK BALANCED
CHECKS RETURNED

104482

104482

1928

Oct. 4 Balance

\$ 540⁹¹

**REMAINING
PAGES IN
VOLUME ARE
BLANK AND
HAVE NOT
BEEN
REFORMATTED**





SAFE DEPOSIT BOXES
FOR RENT

No. _____

SUFFOLK, VA. _____

8/27

1928

AMERICAN BANK & TRUST CO.

OF SUFFOLK, VA.

PAY TO THE
ORDER OF _____

Leah Ann Brumfield

\$ *2.00*

Two Dollars

DOLLARS

Geo L. Beckman

Pay National Bank of Suffolk,
Suffolk, Va. Cash Order
Southern Railway Co.
AUG 29 1914
NATIONAL BANK OF SUFFOLK
68-124



No. _____

SUFFOLK, VA.

9-1-1928

PAY TO THE
ORDER OF

Seven

\$ 7.10

DOLLARS

FOR

TO AMERICAN BANK & TRUST CO.
of SUFFOLK, VA.

Geo L Jackson

68-125
5

Pay to the Order of
The Farmers Loan and Trust Company
302 Broadway New York City

J. E. Mac





No. _____

SUFFOLK, VA.

Aug 25 - 1928

PAY TO THE
ORDER OF

Grocery Store Co
of Suffolk, Va
for change of \$17.95

\$ ~~72.30~~
17.95
DOLLARS

FOR

Change of \$17.95

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.)

68-125
5

Pay Any Bank or Cashier

ALL PRIOR ENDORSEMENTS GUARANTEED

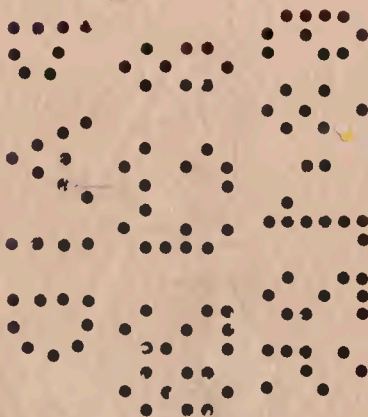
AUG 28 1920

FARMERS BANK OF MASSACHUSETTS

68-123

SUFFOLK
H. W. HOLLAND

Pay to the Order of
THE FARMERS BANK OF MASSACHUSETTS
Suffolk, Va.
381 Grocery Sales Company, Inc.





No. _____

SUFFOLK, VA.

1928

PAY TO THE
ORDER OF

\$

1324
100

DOLLARS

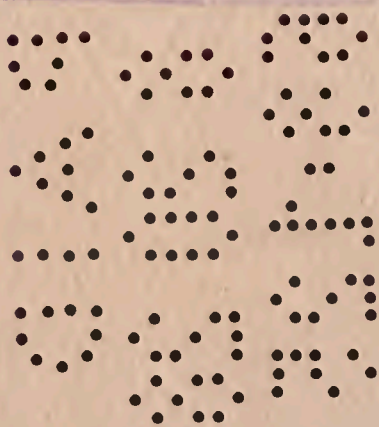
FOR

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.)

68-125
5

Pay to the Order of
THE FARMERS BANK OF HANSEMOND
Suffolk, Va.
Grocery Sales Company, Inc.

Aug 20 1928
FARMERS BANK OF HANSEMOND
66-123 SUFFOLK, VA.
H. W. MOORE, Cashier



SAFE DEPOSIT BOXES
FOR RENT

No. _____

SUFFOLK, VA. _____

8/27

192

8

AMERICAN BANK & TRUST CO.

OF SUFFOLK, VA.

PAY TO THE
ORDER OF _____

Robert

\$

12.00

Twelve & No. 100

DOLLARS

Geo T. Smith

PAID
60 20
00 125



No. _____

9-10
SUFFOLK, VA.

1928

PAY TO THE
ORDER OF

200

200

DOLLARS

FOR

200

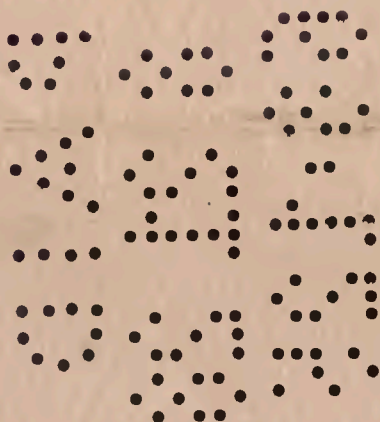
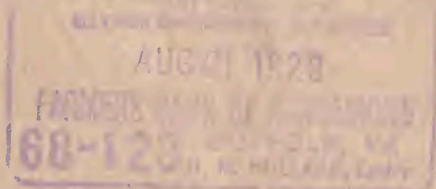
200

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.)

68-125
5

Pay to the Order of
The Farmers Bank of Maryland
Suffolk, Va.
363 Mary. Bank Bldg. Co.

J E Ward





SUFFOLK, VA. 9-1 1928 No. 68-125
AMERICAN BANK & TRUST CO.
of SUFFOLK, VA.

PAY
TO
THE
ORDER
OF

Dr. Harrell \$10.00

Ten DOLLARS

FOR

Rec. [Signature]

Pay to the Order of
The Farmers Bank of Maryland
Suffolk, Va.

view 100 to





No. _____

0015
SUFFOLK, VA.

8-11
192

PAY TO THE
ORDER OF

\$

470

78 DOLLARS

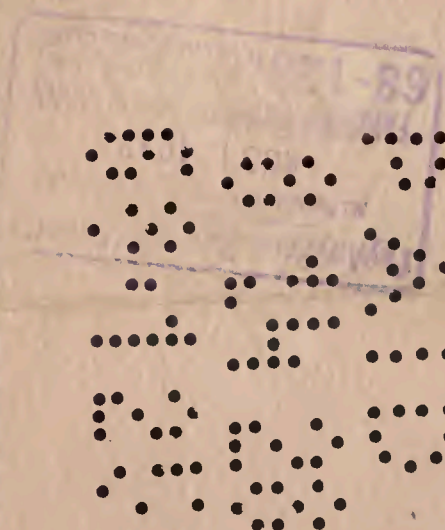
FOR

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.)

68-125
5

Pay to the Order of
The Farmers' Bank of Mansfield
Suffolk, Va.
363 Orange Great Smiling Co.

J E Hurd





No. _____

SUFFOLK, VA. 4 - 23 1928

PAY TO THE
ORDER OF

Henry Jackson - \$18 ⁰⁰/₁₀₀

ten

DOLLARS

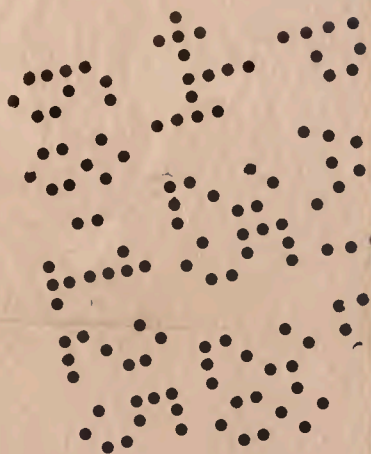
FOR

TO AMERICAN BANK & TRUST CO.
of SUFFOLK VA.

Geo L Jackson

68-125
5

Henry Jackson



No. _____

SUFFOLK, VA. 8/25 1928

AMERICAN BANK & TRUST CO.

OF SUFFOLK, VA.

PAY TO THE
ORDER OF

John S. Lawrence

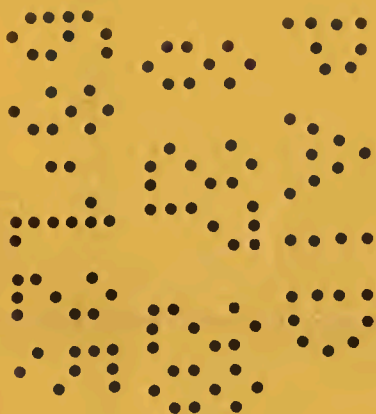
\$ 240⁰⁰

Two

DOLLARS

Wm. L. Lawrence

John S. Keyser





No. _____

SUFFOLK, VA.

8-21 1928

PAY TO THE
ORDER OF

Va Electric Power Co \$ *6.97*

Six and 97/100 DOLLARS

FOR

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.

68-125
5

D-11-3925

FOR THE BANK OF HAMPTON
ON ORDER
HIS 23
NATIONAL BANK OF HAMPTON
68124
SUFFOLK
1925
COMPTROLLER



No. _____

SUFFOLK, VA. 8 - 25 1928

PAY TO THE
ORDER OF

Cash \$ 470

Four hundred and seventy

DOLLARS

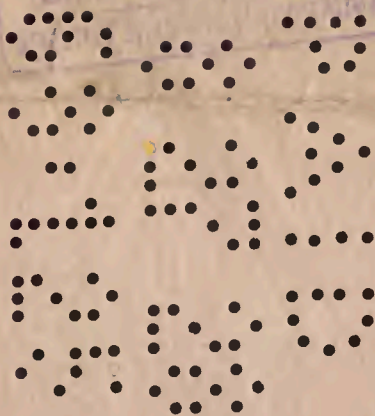
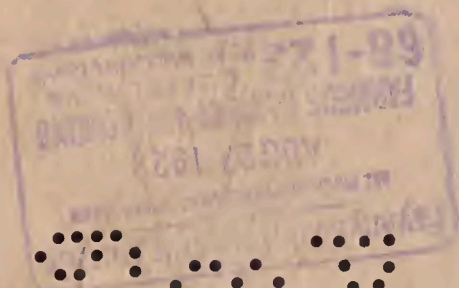
FOR

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.

68-125
5

Pay to the Order of
The Farmers Bank of Maryland
Baltimore, Md.
\$3000.00
Three Thousand Dollars Co.

J E Miller





No. _____

SUFFOLK, VA.

Aug 11, 1928

PAY TO THE
ORDER OF

Gracey & Sons Wdke
Twelve + 3/4 ~~21~~ *can* *12* *21*
DOLLARS

For

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.

68-125
5

Pay to the Order of
 THE FARMERS BANK OF MASSACHUSETTS
 Suffolk, Va.
 181 Concord Sales Company Inc

353
 555

Pay Any Bank, Banker or Trust Co.
 AUG 15 1928
 FARMERS BANK OF MASSACHUSETTS
 69-122
 SULLY, Va.



No. _____

SUFFOLK, VA. 6 - 22 1928

PAY TO THE
ORDER OF

Virginia Lumber Co. \$ 7.91
- Seven 91/100 - 7.91
DOLLARS

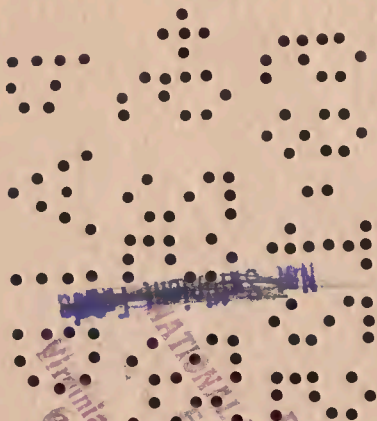
FOR

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.

W. H. Jackson
Geo. L. Jackson

68-125
5

D-11-3925



~~RECEIVED~~
NATIONAL BANK OF SUFFOLK
Pay to
to deposit on
to credit of
BANKER
Virginia Electric & Power Company
G. B. Williams
17 to R. Williams
JUN 24 1928
NATIONAL BANK OF SUFFOLK
SUFFOLK, VA.
124
MILL CREEK



No. _____

PAID

SUFFOLK, VA.

7 - 9 - 1928

PAY TO THE
ORDER OF

H. L. Holland

\$ 16 00

Sixteen

DOLLARS

FOR

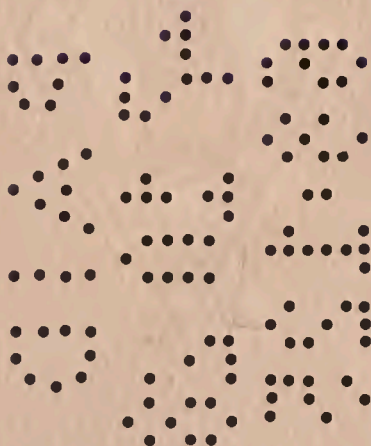
TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.

68-125
5

M. H. Jackson

Geo. L. Jackson

Pay to the Order of
AMERICAN BANK & TRUST CO.
446 Suffolk, Va. 446
HUGH L. HOLLAND





No. _____

SUFFOLK, VA.

1 - 3 1928

PAY TO THE
ORDER OF

Henry Jackson \$ 18 ⁰⁰

DOLLARS

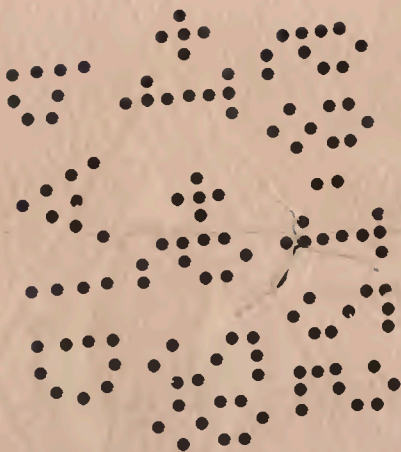
FOR

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.

Geo L Jackson

68 - 125
5

Henry Jackson





No. _____

SUFFOLK, VA. 1 - 10 1928

PAY TO THE
ORDER OF

Henry Jackson

\$ 10 ⁰⁰

Ten

DOLLARS

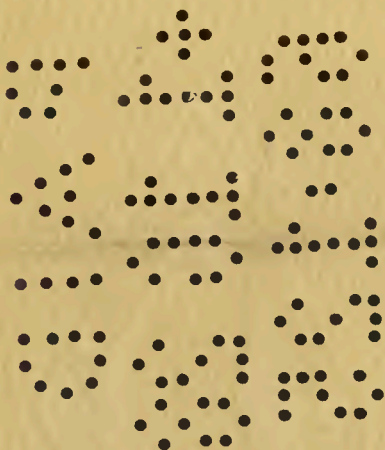
FOR

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.

Geo T Jackson

68-125
5

Henry Jackson





No. _____

SUFFOLK, VA. 1 - 16 1928

PAY TO THE
ORDER OF

Henry Jackson

\$ 10⁰⁰

ten

DOLLARS

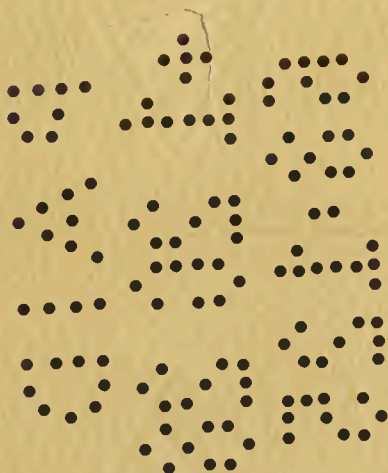
FOR

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.

Geo L Jackson

68-125
5

Henry Jackson





No. _____

SUFFOLK, VA. 1 - 23 1928

PAY TO THE
ORDER OF

Henry Jackson

\$ 10 ⁰⁰/₁₀₀

ten

DOLLARS

FOR

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.

Geo L Jackson

68-125
5

Henry Jackson



SUFFOLK, VA.,

4-27 1922 No.

AMERICAN BANK & TRUST Co. 68-125

OF SUFFOLK, VA.

PAY TO THE
ORDER OF

\$

25 00

00
90

DOLLARS

FOR

Henry Jackson

Geo F. Jackson



SUFFOLK, VA.,

5-17

1922 No.

AMERICAN BANK & TRUST Co. 68-125

OF SUFFOLK, VA.

PAY TO THE
ORDER OF

\$

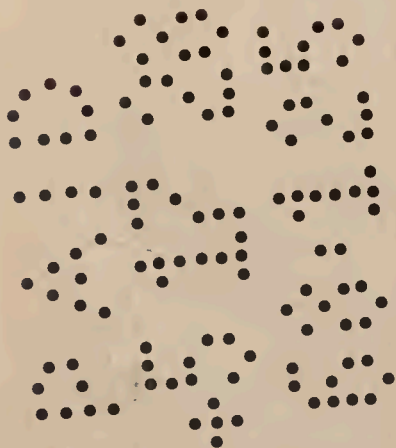
1000

DOLLARS

FOR

Henry Jackson

Rev. J. Jackson





No. _____

PAY TO THE
ORDER OF

SUFFOLK, VA.

7-19 1928

Cash

\$ 4.70

Four

~~70~~

DOLLARS

FOR

TO AMERICAN BANK & TRUST CO.,
OF SUFFOLK, VA.

Henry Jackson

68-125
5

Pay to the order of
The Farmers Bank of Gloucester
\$5.00
Five Dollars

25/11/28

Pay Any Bank, Banker or Trust Co.
—OR ORDER—
ALL PRINCIPAL PAYMENTS GUARANTEED
JUL 20 1928
FARMERS BANK OF GLOUCESTER
GLOUCESTER, VA
68-123





No. _____

PAY TO THE ORDER OF **SUFFOLK, VA.** 7 - 2 1928

PAY TO THE
ORDER OF

Cash

\$ 3 ⁰⁰

three

DOLLARS

FOR

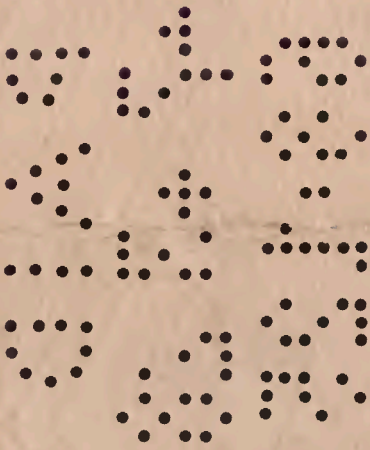
TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA. }

Harry J. Jackson

68-125
5

Pay to the Order of
The War Relocation Authority
50741 Va.
Cash on Hand \$0.00

66-1
JUL 2 1928
RECEIVED BANK OF AMERICA
FEDERAL RESERVE BANK
WASHINGTON, D.C.





No. _____

SUFFOLK, VA.

7-20 1928

PAY TO THE
ORDER OF

Cash

\$ 340

Three

or

340 DOLLARS

FOR

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA.

Henry Jackson

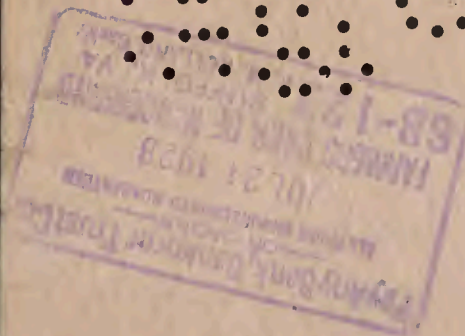
68-125
5

G. R. Fleming

PAY TO THE ORDER OF
ANY BANK OR BANKER
(All Prior Endorsements Guaranteed)

JUL 23 1928

PHOENIX BANK OF HANSEMOND
68-120 SUFFOLK, VA. 68-126
J. W. RICHARDSON, Pres.





No. _____

PAY TO THE
ORDER OF

SUFFOLK, VA. 3 - 6

192 8

\$ 25 ⁰⁰

Twenty Five

DOLLARS

FOR

TO AMERICAN BANK & TRUST CO.,
of SUFFOLK, VA. }

W. H. Jackson

Geo. L. Jackson

68-125
5

McDuffy
John S. Folk

PAY TO ANY BANK OR BANKER
OR ORDER

MAR 6 1928

NATIONAL BANK OF SUFFOLK
68-124 SUFFOLK
R. E. HILL



Ident No 1
2/7/29

OFFICE OF
LAKEVIEW HOSPITAL
SUFFOLK, VIRGINIA

Suffolk, Va., Sept 6th 1928

Received of Henry Jackson
Twenty-nine DOLLARS

acct in full of George Jackson

Lakeview Hospital

\$ 29⁰⁰

I thank you

By

C. Pratt

\$ 25⁰⁰

10 - 1673 786 =
SUFFOLK, VA.,

35-

Oct 4

192

8 11 3

30 DAYS AFTER DATE

PROMISE TO PAY TO

Estate of E S Falk

OR ORDER, NEGOTIABLE AND PAYABLE

WITHOUT OFFSET AT THE **NATIONAL BANK OF SUFFOLK, SUFFOLK, VIRGINIA**

10 Twenty-five 00 DOLLARS

FOR VALUE RECEIVED, WITH TEN PER CENT FOR COST OF COLLECTION; AND IT IS AGREED UPON BY THE PARTIES THAT THE INTEREST ON THIS NOTE SHALL BE PAYABLE IN ADVANCE; AND WE, PRINCIPAL AND ENDORSERS HEREBY WAIVE THE BENEFIT OF OUR HOMESTEAD EXEMPTION AS TO THIS DEBT: AND DO FURTHER WAIVE DEMAND, PRESENTMENT, PROTEST, AND NOTICE OF DISHONOR.

10⁰⁰

*253 Pine Cr
Sfk*

H. Henry Jackson

Est. of E. J. Folk
John S. Folk
Agent

Index # 2

NOTE—Read this contract. No statement, agreement or understanding, verbal or written, different from this will be valid.

SOUTHERN FURNITURE COMPANY

SUFFOLK, VIRGINIA



9/18 1928

THIS AGREEMENT, made and executed this day and date by and between Southern Furniture Co. (hereinafter called Lessors), and Henry Jackson (hereinafter called Lessee), Witness that the lessors have this day rented the following goods herein described:.....

- 1 - Mattress
- 2 - Enamel Kitchen Table
- 1 - 214 Richmond Heater pref

Valued at \$. 17.50..... The Lessee has paid on account of said rent the sum of \$..... cash, and agrees to pay the balance as follows: \$ 1.00..... each and every week until full amount is paid, and promises and agrees to use the above mentioned articles with care, at 2 - St. (1 block) Postoffice Place.....

where they have been delivered by the Lessors the day and date mentioned above. And the Lessees agree to pay said sums promptly, and not to remove the property from his or her premises without the consent, in writing, of the Lessors. It is distinctly understood that this is a contract of renting only, and not a sale, conditional or otherwise, and that the whole contract is expressed in this instrument.

If the Lessee shall keep this agreement and make all the payments when due, then after the payment of the last installment of rent the Lessee may at his or her option purchase said property by paying the Lessors one cent purchase money.

If the Lessee does not keep the above agreement it is understood and agreed that he or she will return said property to the Lessors on demand, without the process of law; and the Lessors are authorized to enter Lessee's premises by their agent or agents and remove the same provided the Lessee does not voluntarily surrender it.

If default shall be made in the payment of any installment of rent as aforesaid, then the whole of the remaining rent shall become immediately due and payable, and I, the Lessee, do hereby authorize any attorney of any court of record of this county or elsewhere, to enter and confess judgment for the full amount of rent aforesaid, with costs of suit and attorney's commission for collecting, release of all errors and without stay of execution, and I do hereby waive the right and benefit of any law of this, or any other State, exempting property, real or personal, from sale, giving full liberty to sell the same on Fieri Facias, with release of all errors therein.

In witness whereof, we have hereunto set our hands and seal the day and date first above written.

Signed, SOUTHERN FURNITURE CO. Wm. Waul (L. S.)

Signed, sealed and delivered in the presence of Wm. Waul

Signed Henry Jackson (L. S.)

Address.....

Agents will leave a copy of this lease as a receipt, folding it lengthwise and putting the payments on the back.

Payments can be sent to us by Check, Postoffice Order or Express.

We are not responsible for debts contracted by agents. No goods exchanged or money refunded.

COMMONWEALTH OF VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE CITY
OF SUFFOLK.

I, CHARLES L. HUTCHINS, Clerk of the Circuit Court aforesaid in the State
of Virginia, do certify that it appears from the records of the said Court, on file in my
office, that Mary Jackson,

duly qualified on the 20th. day of September, 1928, _____ as
Administratrix,

of the estate of George L. Jackson, deceased,
and duly executed and acknowledged a bond as prescribed by law, in the penalty of
~~#####~~ \$800.00, conditioned according to law, with David W. Lee,
_____ as surety.

GIVEN UNDER MY HAND ~~AND SEAL OF SAID COURT~~ ##

this 20th day of September A. D. 1928

Charles L. Hutchins Clerk

By _____ D. C.

"Exhibit A"

"Exhibit A"

NOTE—Read this contract. No statement, agreement or understanding, verbal or written, different from this will be valid.



SOUTHERN FURNITURE COMPANY

SUFFOLK, VIRGINIA

3/10 1928

THIS AGREEMENT, made and executed this day and date by and between Southern Furniture Co. (hereinafter called Lessors), and George Jackson (hereinafter called Lessee). Witness that the lessors have this day rented the following goods herein described:.....

3 White Enamel Table 1 mattress
1 Heater #214 Richmond + 1 A.C.

Valued at \$ 34.50 The Lessee has paid on account of said rent the sum of \$.....
cash, and agrees to pay the balance as follows: \$ 1.00 each and every Week until full amount
is paid, and promises and agrees to use the above mentioned articles with care, at 2 St. (1 Block)

Caratoga Mac
where they have been delivered by the Lessors the day and date mentioned above. And the Lessees agree to pay said sums promptly, and not to remove the property from his or her premises without the consent, in writing, of the Lessors. It is distinctly understood that this is a contract of renting only, and not a sale, conditional or otherwise, and that the whole contract is expressed in this instrument.

If the Lessee shall keep this agreement and make all the payments when due, then after the payment of the last installment of rent the Lessee may at his or her option purchase said property by paying the Lessors one cent purchase money.

If the Lessee does not keep the above agreement it is understood and agreed that he or she will return said property to the Lessors on demand, without the process of law; and the Lessors are authorized to enter Lessee's premises by their agent or agents and remove the same provided the Lessee does not voluntarily surrender it.

If default shall be made in the payment of any installment of rent as aforesaid, then the whole of the remaining rent shall become immediately due and payable, and I, the Lessee, do hereby authorize any attorney of any court of record of this county or elsewhere, to enter and confess judgment for the full amount of rent aforesaid, with costs of suit and attorney's commission for collecting, release of all errors and without stay of execution, and I do hereby waive the right and benefit of any law of this, or any other State, exempting property, real or personal, from sale, giving full liberty to sell the same on Fieri Facias, with release of all errors therein.

In witness whereof, we have hereunto set our hands and seal the day and date first above written.

Signed, SOUTHERN FURNITURE CO. Santha Bunting (L. S.)

Signed, sealed and delivered in the presence of

Signed Geo. Jackson (L. S.)

B. Asell Agent.

Address.....

Agents will leave a copy of this lease as a receipt, folding it lengthwise and putting the payments on the back.

Payments can be sent to us by Check, Postoffice Order or Express.

We are not responsible for debts contracted by agents. No goods exchanged or money refunded.

No. _____

Amount
Contract \$ 34.50

192	CASH PAID	192	CASH PAID	192	CASH PAID	192	CASH PAID
3/10		6/18	2.00				
3/21	3.00	7/23	2.00				
4/4	3.00	8/27	2.00				
4/27	3.00						
5/3	3.00						
5/24	5.00						
6/4	1.50						
8-3-23							
RECEIVED							
PAID							
DATE							
161							

DOCKET RECORD

1
K
Spilich
17/29

Sub. 40 + 25 + 20	=	1.50
Bill filed - 2 rules - noting return		.85
filing answer		1.55
cross Bill filed		.20
order		.20
Answer to cross bill		.50
Decree ref.		.20
Brief filed		.20
ans. "		.20
accept to "		.20
copying deels		3.00
deance		.50
"		.75
Find "		.75
Filing Deponent's		\$ 11.10
" accts		.25
Taxing cost & copy		.25
Shuff		.50
	16 67	12.10
	66 67	.50
	8 40	
	9.174	
3) 12 60		
420 ✓		

VIRGINIA:
IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

MARY JACKSON, ADMINISTRATRIX OF THE ESTATE OF
GEORGE L. JACKSON, DECEASED.

COMPLAINANT.

VS.

(MEMORANDUM)

HENRY JACKSON.

DEFENDANT

To The Clerk of said Court:

You will please issue process in the above styled cause returnable to the next rules.

The defendant may be found on Second Street in "Saratoga",
Nansemond County, Virginia.

Mary Jackson
Administratrix of the Estate of
George L. Jackson, deceased.

John H. Fulcher
W. Foreman
Counsel.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

MARY JACKSON, ADMRX.

VS.

HENRY JACKSON.

MEMORANDUM

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon Henry Jackson

to appear at the Clerk's office of the Circuit Court of the Co. of Nansemond
at the rules to be held for the said Court on the 1st Monday in November, 1928,
to answer a bill in chancery, exhibited against him in our said Court by
Mary Jackson, Administratrix of the Estate of George L. Jackson,
Deceased

And have then there this writ. Witness Paul J. Powell, Clerk of our said
Court, at the court-house, the 1st day of November, 1928, and in the
153rd year of the Commonwealth.

Paul J. Powell Clerk.
Oliver Whitcomb D.C.

Original

No. 300

Mary Jackson, Administratrix of
the Est. of Geo. L. Jackson,
deceased

vs. }

SUBPOENA IN CHANCERY

Henry Jackson

p. q.

To November Rules,

Nansemond Circuit Court.

Executed on the 2 day of Nov
1828, within the County of Nansemond, State
of Virginia, by delivering a true copy of the within
in summons ~~made~~ in writing, to

Henry Jackson in person.
C. B. Rawls
Sheriff of Nansemond County

By Deputy Sheriff of Nansemond County

TO:

MARY JACKSON, ADMINISTRATRIX OF THE
ESTATE OF GEORGE L. JACKSON, DECEASED:

TAKE NOTICE, THAT I SHALL MOVE THE CIRCUIT COURT OF THE
COUNTY OF NANSEMOND, VIRGINIA, OR THE JUDGE THEREOF AT HIS CHAM-
BERS IN THE NATIONAL BANK OF SUFFOLK, IN THE CITY OF SUFFOLK, VIR-
GINIA, ON SATURDAY, THE 30TH DAY OF NOVEMBER, A. D., 1929, AT TEN
O'CLOCK IN THE FORENOON THEREOF, OR AS SOON ^{thereafter} AS COUNSEL CAN BE
HEARD THEREON, FOR AN ORDER DIRECTING THE CLERK OF SAID COURT TO
DOCKET A JUDGMENT AGAINST YOU AND IN FAVOR OF JOHN H. PALMER, FOR
THE SUM OF \$66.66 AND A LIKE JUDGMENT AGAINST YOU AND IN FAVOR OF
EVELYN PALMER, FOR THE SUM OF \$16.66, WHICH WAS DECREED TO BE
PAID TO THEM BY THE CERTAIN DECREE OF SAID COURT MADE AND ENTERED
IN THE CHANCERY CAUSE WHEREIN YOU WERE COMPLAINANT AND HENRY
JACKSON WAS DEFENDANT LATELY PENDING IN SAID COURT, WHICH DECREE
WAS MADE ON THE 25TH OF SEPTEMBER, LAST PAST, AND DULY ENTERED IN
CHANCERY ORDER BOOK No. 6 AT PAGE 277; AND THAT THE CLERK OF SAID
COURT DO ISSUE EXECUTION THEREON FORTHWITH.

DATED:
NOVEMBER 15TH, 1929.

RESPECTFULLY,

*John H. Palmer, pro se
and as Attorney for
Evelyn Palmer, Creditors*

Executed November 1929

Mary Jackson
Eleanor Jones

St. McKinn

TO:

MARY JACKSON, ADMINISTRATRIX
OF THE ESTATE OF GEORGE L.
JACKSON, DECEASED,

NOTICE

ORIGINAL.

1929 Nov. 30 Filed
J.M.

Fee 50¢

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

HUGH L. HOLLAND
J. MELVIN LOVELACE

January 30, 1929

Mr. John H. Palmer,
Attorney-at-Law
Suffolk, Virginia

In re: Mary Jackson, Admr st of the
estate of George Jackson,
vs:
Henry Jackson

Dear Sir:-

Please summons as witnesses, for the defendant, in the
above mentioned matter, the following:

Mr. S. Herman, ---City

H. Anderson Macey, City

J. R. Vann, American Bank, City

Columbus Parker, American Bank, (Janitor)

Elizabeth Hall --- City

^{L. J.}
Ernest ^{A. J.} Folk --- City

Matt Key -- 2nd Street Saratoga, Hansemond Co

Sonny Ford, 2nd St. Saratoga, Hansemond Co

Yours very truly,

J. Melvin Lovelace

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND:

IN RE:

MARY JACKSON, ADMINISTRATRIX OF THE
ESTATE OF GEORGE L. JACKSON, DECEASED

)
)
) ORDER DOCKETING DECREE
AND FOR EXECUTION THERE-
ON.

A DECREE IN EQUITY HAVING BEEN MADE AND ENTERED ON THE 25TH DAY OF SEPTEMBER, 1929, IN THIS COURT IN ITS CHANCERY ORDER BOOK No. 6 AT PAGES 277 AND 278, IN THE CHANCERY CAUSE THEN PENDING IN SAID COURT WHEREIN MARY JACKSON, ADMINISTRATRIX OF THE ESTATE OF GEORGE L. JACKSON, DECEASED, WAS COMPLAINANT AND HENRY JACKSON WAS DEFENDANT, WHEREIN IT WAS AMONG OTHER THINGS ORDERED AND DECREED "THAT THE COSTS INCURRED IN BRINGING^{ing} SAID SUIT^x, "INCLUDING TWENTY-FIVE (\$25.00) DOLLARS, STENOGRAPHER'S FEE TO MISS EVELYN PALMER AND ONE HUNDRED (\$100.00) DOLLARS, COMMISSIONER'S FEE TO JOHN H. PALMER, BE PAID AS FOLLOWS: ONE THIRD (1/3) BY HENRY JACKSON AND THE OTHER TWO-THIRDS (2/3) BY MARY JACKSON, ADMINISTRATRIX OF THE ESTATE OF GEORGE L. JACKSON, DECEASED;"

AND HENRY JACKSON HAVING PAID THE ONE THIRD (1/3) OF SAID COSTS ACCORDING TO THE TERMS OF SAID DECREE; AND THE SAID MARY L. JACKSON, ADMINISTRATRIX AS AFORESAID HAVING WHOLLY FAILED TO PAY THE PROPORTION OF SAID COSTS SO AWARDED AGAINST HER BY SAID DECREE;

AND THE SAID MARY JACKSON HAVING HAD AT LEAST TEN (10) DAYS' NOTICE OF A MOTION TO DOCKET SAID DECREE AGAINST HER AS SUCH ADMINISTRATRIX IN FAVOR OF SAID JOHN H. PALMER AND EVELYN PALMER,

IT IS BY THE COURT HERE ORDERED THAT THE CLERK OF THIS COURT DO ENTER JUDGMENT UNDER SAID DECREE AGAINST THE SAID MARY JACKSON, ADMINISTRATRIX OF THE ESTATE OF GEORGE L. JACKSON, DECEASED, AND IN FAVOR OF JOHN H. PALMER FOR THE SUM OF SIXTY-SIX DOLLARS AND SIXTY-SIX CENTS (\$66.66); AND THAT HE DO ALSO ENTER A LIKE JUDGMENT AGAINST THE SAID MARY JACKSON, ADMINISTRATRIX AS AFORESAID AND IN FAVOR OF EVELYN PALMER FOR THE SUM OF SIXTEEN DOLLARS AND SIXTY-SIX (\$16.66) CENTS. ~~AND THAT EXECUTION DO ISSUE THEREON FORTHWITH.~~

VIRGINIA:

IN THE CIRCUIT COURT OF THE
COUNTY OF NANSEMOND:

IN RE:

MARY JACKSON, ADMINISTRATRIX OF
THE ESTATE OF GEORGE L. JACK-
SON, DECEASED.

ORDER DOCKETING DECREE AND
FOR EXECUTION THEREON.

Enter Nov. 31. 1929
J. L. H. Linn

Chancery Order Book
No. 6 Page 298

Judg. Docket No. 6
Page 110

VIRGINIA:
IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mary Jackson, Administratrix of the Estate	)	
of George L. Jackson, deceased. Complainant.	)	
Vs.	(IN CHANCERY)	DECREE
Henry Jackson,	Defendant	)

This cause came on this day to be again heard upon the papers formerly read, the report of Commissioner in Chancery, John H. Palmer, filed in this cause on the 29th day of March, 1929, with the depositions of witnesses taken before him, with the exhibits, the briefs of counsel for both parties hereto, returned therewith, and the exceptions to said report filed on behalf of the defendant on the 2nd day of April, 1929, and ~~upon~~ was argued by counsel for both parties hereto in open court:

Upon consideration whereof, and it appearing to the Court that a certain decree, entered in this cause on the 31st day of May, 1929, was immaturely and improvidently entered, in that it failed to make any adjudication whatever between the parties hereto as to the hereinafter described goods and chattels put in controversy by the bill of complaint filed in this cause, it is adjudged, ordered and decreed that the aforesaid decree be, and the same is hereby, vacated, set aside and held for naught; ~~and~~

Upon further consideration whereof, the Court doth sustain paragraphs One (1) and Two (2); dismisses paragraph Three (3), the same being irrelevant, incompetent and immaterial, and overrules paragraph Four (4) of said exceptions and doth now determine, without recommitting said report, that no partnership existed between George L. Jackson, now deceased, and Henry Jackson, and that after the death of the said George L. Jackson the said Henry Jackson, in conducting the business in controversy in this suit, and located on Second Street in that suburb of the city of Suffolk, Virginia, known as "Saratoga", acted for himself and for himself alone, and

100

from the date of the death of the said George L. Jackson, the said Henry Jackson, having "No authority to continue the (said) business.....must be held to have acted for himself, and to have ASSUMED THE CONSEQUENT LIABILITIES AND BE ENTITLED TO THE PROFITS OR INCOME ARISING THEREFROM" up to the date of the entry of this decree, at which time all of the following goods and chattels, viz: One Back Bar Cabinet; Three (3) White Enameled Top Tables; One (1) Richmond Heater No. 216; One (1) Floor Show Case; One (1) Wall Show Case; Four (4) Panel Mirrors; One (1) Coffee Urn; One (1) Counter with marble top; One (1) Wall Cabinet; Four (4) Chairs; Six (6) Metal Stools; Ten (10) Counter Stools; One (1) Refrigerator; One (1) Bed; One (1) Bed Spring; One (1) Cotton Mattress; One (1) Oil Four Burner Cook Stove and Oven; One (1) Cigarette and Tobacco Case; One (1) Large Electric Fan; One (1) Cash Register; Fifteen (15) Chairs; One (1) Table and One (1) Mirror all of which were used in connection with the conduct of the aforesaid business, is the sole property of the estate of the said George L. Jackson, deceased, and, subject to the payment of its share of the costs incident to this suit, as hereinafter itemized, pro-rated and provided, the ~~xxxx~~ said goods and chattels shall be delivered to the administratrix of the said estate, or her attorneys, free from all encumbrances.

It is further adjudged, ordered and decreed that that certain sum of money amounting to Five Hundred and Forty Dollars and _____ Cents (\$540.____) now, or formerly, on deposit at the American Bank and Trust Company, of Suffolk, Virginia, subject to the payment by the Defendant, Henry Jackson, of his share of the costs incident to this suit, as hereinafter itemized, pro-rated and provided, is the sole property of the said Henry Jackson and the said bank is authorized and ordered, subject to the conditions herein stipulated, to pay the said money over to the

said Henry Jackson, or his attorney for him.

It is further adjudged, ordered and decreed that the costs incident to the prosecution of this suit, including Writ Tax, Clerk's Fee, Process Service Fee, the Statutory Taxed Attorneys Fee; Commssioner in Chancery's Fee of One Hundred (\$100.00) Dollars and Stenographers Fee of Twenty-Five (\$25.00) Dollars, be, and the same is hereby pro-rated between the parties hereto on the following basis: Two-Thirds ($2/3$ ds) to be paid by Mary Jackson, Administratrix of the Estate of George L. Jackson, deceased, and One-Third ($1/3$ rd.) to be paid by Henry Jackson.

Nothing further to be done in this cause it is ordered that the same be removed from the docket.

VIRGINIA:
IN THE CIRCUIT COURT OF NANSE-
MOND COUNTY.

Mary Jackson, Administratrix of
of the Estate of George L. Jack-
son, deceased.

VS.

Henry Jackson.

*Filed for Record
Per [illegible]
1*

DECREE

Enter this 6 day of

July, 1929.

J. L. McIlmore
Judge.

W X W X F O R E M A N X
X A T T X X A T T X N A T X
X X X X X X X X X X X X X
X I O R T O L A X X I R O N I A X

*Chancery Order Bk.
No. 6 Page 958*

VIRGINIA:
IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mary Jackson, Administratrix of the Estate)
of George L. Jackson, deceased. Complainant.)

Va.)

DECREE:

Henry Jackson, Defendant.)

This cause came on this day to be again heard upon the papers formerly read, the report of Commissioner in Chancery, John H. Palmer, filed in this cause on the 28th day of March, 1929, with the depositions of witnesses, taken before him, ^{and the} exhibits, the ^{hereto,} briefs of counsel for both parties returned therewith, the exceptions thereto, filed on behalf of the defendant, Henry Jackson on the 2nd day of April, 1929, and upon argument, in open Court, by counsel for both parties hereto:

Upon consideration whereof, the Court, ascertaining and being satisfied that all necessary parties are properly before it, doth sustain paragraphs One (1) and Two (2); dismisses paragraph Three (3) as being irrelevant and immaterial, and overrules paragraph Four (4) of said exceptions and doth now determine, without recommitting said report, that, no partnership existed between ^{now} George L. Jackson, deceased, and Henry Jackson, and that after the death of the said George L. Jackson the said Henry Jackson, in conducting the business in controversy in this suit and located on Second Street, in that suburb of the city of Suffolk, Virginia, known as "Saratoga", acted for himself and for himself alone, and from the date of the death of the said George L. Jackson, the said Henry Jackson "assumed the consequent liabilities and" is "entitled to the profits or income arising therefrom" up to the date of the entry of this decree, at which time all of the following goods and chattels, viz: One (1) Back Bar Cabinet; Three (3) White

Enamelled Top Tables; One (1) Richmond Heater No. 216; One (1) Floor Show Case; One (1) Wall Show Case; Four (4) Panel Mirrors; One (1) Coffee Urn; One (1) Counter with Marble Top; One (1) Wall Cabinet; Four (4) Chairs; Six (6) Metal Stools; Ten (10) Counter Stools; One (1) Refrigerator; One (1) Bed; One (1) Bed Spring; One (1) Cotton Mattress; One (1) Oil Four Burner Cook Stove and Oven; One (1) Cigarette and Tobacco Case; One (1) Large Electric Fan; One (1) Cash Register; Fifteen (15) Chairs; One (1) Table and One (1) Mirror, which were used in connection with the conduct of the said business, being the sole property of the ~~said~~ estate of the said George L. Jackson, deceased, subject to the payment of its share of the costs incident to this suit, as hereinafter itemized, pro-rated and provided, the same shall be delivered to the administrator^{said} of the ~~estate~~ estate, or her attorneys, as the sole property of said estate.

It is further adjudged, ordered and decreed, that that certain sum of money amounting to Five Hundred and Forty Dollars and Ninety-One Cents (\$540.91) now on deposit at the American Bank and Trust Company, of Suffolk, Virginia, subject to the payment by the Defendant, Henry Jackson, of his share of the costs incident to this suit, as hereinafter itemized, pro-rated and provided, is the sole property of the said Henry Jackson and the said Bank is hereby authorized and ordered, subject to the conditions herein, to pay the same over to the said Henry Jackson, or his attorney for him.

It is further adjudged, ordered and decreed that the costs incident to the prosecution of this suit, including Writ Tax, Clerk's Fee, Process Service Fee, the Statutory Taxed Attorneys

Fee, Commissioner in Chancery's Fee of One Hundred (\$100.00) Dollars, and Stenographer's Fee of Twenty-Five (\$25.00) Dollars, be, and the same is hereby pro-rated between the parties hereto on the following basis: Two-Thirds ($2/3$) to be paid by Mary Jackson, Administratrix of the Estate of George L. Jackson, Deceased, and One-Third ($1/3$) to be paid by Henry Jackson.

Nothing further to be done in this cause it ordered that the same be removed from the docket.

VIRGINIA:
IN THE CIRCUIT COURT OF NANSE-
MOND COUNTY.

Mary Jackson, Administratrix of
the Estate of George L. Jackson,
deceased. Complainant

VS.

Henry Jackson. Defendant

DECREE

Enter this _____ day of
June, 1929.

Judge.

W. W. FOREMAN
ATTY. AT LAW
ATTUCKS BUILDING
NORFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSIMOND COUNTY.

Mary Jackson, Administratrix of the estate of
George L. Jackson, deceased.....Complainant

V.

DECREE

Henry Jackson.....Defendant

This cause came on this day to be heard upon the Complainant's Bill and exhibits filed therewith, the Respondent's Answer to said Bill; the Respondent's Cross Claim; the Complainant's Answer to said Cross Bill; and the depositions taken and filed on behalf of the Complainant and Respondent; the Report of the Commissioner, John H. Palmer; and Exceptions to said Report; and was argued by Counsel.

ON CONSIDERATION WHEREOF, the Court doth adjudge, order and decree that there was in fact no partnership existing between George L. Jackson, deceased, and Henry Jackson. The Court doth further order and decree that the money now on deposit in The American Bank & Trust Company, Suffolk, Virginia, amounting to approximately Five Hundred Forty and 80/100 (\$540.80) Dollars, belongs to Henry Jackson individually and doth hereby order and direct The American Bank & Trust Company to pay the said money to the said Henry Jackson. It is further ordered and decreed that the cost incurred in the bringing of this suit be paid as follows: One-third (1/3) by Henry Jackson and two-thirds (2/3) by Mary Jackson, Administratrix of the estate of George L. Jackson, deceased; that there be no Attorneys' fees taxed as cost in this matter; that Henry Jackson be declared to have such interest in the fixtures now in the store formerly

occupied by the late George D. Jackson as can be shown that he
has by reason of any payments he may have made on same ^{over and above any amounts received by him from the operation of} ~~and~~ that this
matter be again referred to one of the Commissioners of this
Court to ascertain the actual interest ^{if any that} ~~the~~ said Henry Jackson has
in the said fixtures, and make any other inquiries that he may
deem pertinent and report his findings to the said Court.

as accounted by him:
of George D. Jackson's business

Mary Jackson, Admtrx. estate of
George L. Jackson, deceased.....
.....Complainant

V. DECREE

Henry Jackson.....Defendant

Enter May 31, 1929.
J. L. Williams

Chancery Order Book
No. 6 Page 248

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

OFFICE OF
W. W. FOREMAN
ATTORNEY AND COUNSELOR AT LAW
NORFOLK, VIRGINIA.

April 20th, 1929.

Hon. James L. McLemore,
National Bank of Suffolk Bldg.,
Suffolk, Virginia.

Re: Mary Jackson, Admrx. Vs. Henry Jackson.

Dear Sir:

and the
Referring to the above styled cause, /argument on the exceptions to Commissioner Palmer's report filed in same, which was heard by you yesterday, I am writing to emphasize one or two points which I overlooked in my haste to get through in order that you might get to other engagements that were before you.

In the first place I fear that my clumsy statement of the facts did not give a clear exposition of the matter, nor did it cover all of the points that I intended to stress. Complainant's brief version of the facts are set forth in her "Brief of Defendant to Cross-Bill" on the first four pages of same. You will also find in paragraph three of said brief on page four under the caption, "Questions of Law Involved" a point that I overlooked altogether in my brief argument.

A reference to defendant's cross-bill discloses that it was not under oath but that it demands answer under oath, which said demand was complied with. This point was emphasized before the commissioner and I am quite sure he took it into account in weighing the evidence.

I also failed to cite on what pages of the depositions the testimony of certain witnesses referred to by me might be found.

As to Henry Jackson's testimony as to the lots in question being given to him by Will of his mother I respectfully refer to page 43, and as to his sister, Elizabeth Hall's testimony corroborating him in this particular, reference is made to page 21. And in addition, reference is made to pages 39 to 45 inclusive as to Henry Jackson's credibility. As to Henry's statement that \$385.00 is what was paid for these lots besides what his mother had paid and that this sum had been paid by him at one time in one lump sum see pages 14, 15, 16. In connection with this I am requesting that W. H. Crocker's certified copy of his record of this transaction, ~~and his testimony~~ filed as an exhibit in this cause, and his testimony in connection with same on pages 55 to 61 inclusive and also what should be page 73, may

OFFICE OF
W. W. FOREMAN
ATTORNEY AND COUNSELOR AT LAW
NORFOLK, VIRGINIA.

Hon. James L. McEmore, (2)

be read and compared with these statements of Henry and his said sister. The page referred to as 73 contains the testimony of W. H. Crocker when recalled for the last hearing before the commissioner. This page was typed by the commissioner himself while the other testimony was transcribed by a stenographer. The copy I have is not numbered and I don't know whether the original is numbered or not but if it is it should be 73 since the last page taken by the stenographer is number 72. The reason Crocker was recalled is because when he read the stenographer's transcript of his testimony he discovered that it did not exactly express the meaning that he had intended to convey. He wanted to make it clear that the only person he had any dealings with in connection with these lots, after the first payment of \$20.00 was made, was George L. Jackson, that he regarded the said George L. Jackson to be acting for himself and that Henry Jackson was only used as a dummy to sign the deeds and other minor details required of one holding the bare legal title to real property.

With reference to the testimony of Columbus Parker, pages 22 and 23, it would seem that no further comment is necessary than to say that as ignorant as George appears to have been, and as ignorant as Henry appears to be, regarding business matters, I don't think either one of them were so ignorant as to think it necessary to consult the Negro janitor of a leading white bank concerning making a deposit in it.

As to whether there was a partnership existing between George L. Jackson and Henry Jackson reference is made to Henry's own testimony and that of Mary Jackson, pages 46 to 55 inclusive, and John H. H. Fulcher, pages 61 to 67 inclusive. It would seem from this testimony that if a partnership did not exist that the business was owned by George L. Jackson solely.

Mr. Jones' testimony will be found on pages 25 and 26, and that of Mr. Maxey on pages 36 to 38 inclusive.

Respectfully submitted,

W. W. Foreman,

WWF/IM.

Copy to Mr. J. Melvin Lovelace,
Counsel for Henry Jackson.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HANSEMOND

Mary Jackson, Administratrix of the
estate of George L. Jackson, deceased.....Complainant

V. Exceptions to the Report of John H.
Palmer, Commissioner in Chancery

Henry Jackson.....Defendant

Exceptions taken by Defendant to Report of John
H. Palmer, Commissioner in Chancery, to whom
this cause was referred by Decree made and entered
in this cause on the 25th day of January, 1929,
and which report was filed in the Clerk's Office
of this Court on the 28th day of March, 1929.

First Exception: For that the said Commissioner
held that there was a partnership existing between the late George
L. Jackson and Henry Jackson.

Second Exception: For that the said Commissioner
held that the sum of money now on deposit at the American Bank &
Trust Company amounting to \$540.91 together with interest from
June 30, 1928, to a period twenty (20) days next preceding the
paying of funds owed to the Administratrix, the Complainant in
this suit, inasmuch as it was admitted by the Complainant that
this money was derived from the sale of two lots owned in fee
simple by Henry Jackson; that the said lots were so deeded to
him by the Hansemond Development Corporation, of which Corporation
W. H. Crocker is an officer, and through which officer the
transaction was consummated and on whose testimony the Commissioner
has relied solely in reaching his conclusion, wholly disregarding
the other testimony, namely that of Mr. E. E. Jones, Cashier of
American Bank & Trust Company, Henry Jackson himself and several
other witnesses, as well as the records of the Circuit Court of

Nansemond County, which records were asked by the Defendant to be made a part of the Commissioner's report.

~~Third Exception: For that the said Commissioner failed to report on the illegality of the license under which he presumed Henry Jackson and George L. Jackson were doing business, in that he reported that there was a partnership between these parties but failed to show how the license was gotten out, while on the other hand he contends that the license under which Henry Jackson is now doing business was improperly secured.~~
~~Fourth Exception: The Defendant further excepts to the whole of the said report in every detail dealing with the Defendant's interest in and to the property located on Second Street Saratoga, the place of business formerly operated by the late George L. Jackson.~~
~~Wherefore, the Defendant does except to said report and prays that his exceptions may be sustained, that said report may be corrected by holding that there was no partnership between the late George L. Jackson and Henry Jackson and that the prayer of the Defendant in his Cross Bill be complied with, in that the estate of George L. Jackson, deceased, be required to pay the Defendant \$300.00 for his services rendered prior to the death of the said George L. Jackson; that the sum of \$75.00 which is in the form of advances for money loaned to George L. Jackson by Henry Jackson, be~~

Fourth Exception: For that the said Commissioner failed to report on the illegality of the license under which he presumed Henry Jackson and George L. Jackson were doing business, in that he reported that there was a partnership between these parties but failed to show how the license was gotten out, while on the other hand he contends that the license under which Henry Jackson is now doing business was improperly secured.

Fifth Exception: The Defendant further excepts to the whole of the said report in every detail dealing with the Defendant's interest in and to the property located on Second Street Saratoga, the place of business formerly operated by the late George L. Jackson.

Wherefore, the Defendant does except to said report and prays that his exceptions may be sustained, that said report may be corrected by holding that there was no partnership between the late George L. Jackson and Henry Jackson and that the prayer of the Defendant in his Cross Bill be complied with, in that the estate of George L. Jackson, deceased, be required to pay the Defendant \$300.00 for his services rendered prior to the death of the said George L. Jackson; that the sum of \$75.00 which is in the form of advances for money loaned to George L. Jackson by Henry Jackson, be

paid by the estate of George L. Jackson, deceased; and that the money heretofore mentioned in the American Bank & Trust Company deposited in the name of Henry Jackson be turned over to him and declared individual property of the said Henry Jackson; that the goods and chattels now in the store on Second Street Saratoga, which were bought from the Southern Furniture Company be declared the property of Henry Jackson or if the Court should hold that the Southern Furniture Company had not declared the contract of George L. Jackson forfeited, and the goods and chattels had not been repossessed as claimed by Mr. Kelly, then the said Henry Jackson be refunded any amount that he may have paid on said property, and that the chattels bought from E. L. Folk & Company be treated in the same manner as that bought from the Southern Furniture Company.

April 2, 1929.

J. Melvin Lovelace p.d.

Mary Jackson, Administratrix of
estate of George L. Jackson,
deceased.....Complainant

V. Exceptions to the Report
of John H. Palmer, Commissioner
in Chancery

Henry Jackson....Defendant

*Filed Apr. 3, 1929
Clifford Whitcomb, Jr.*

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mary Jackson, Administratrix of the Estate
of George L. Jackson, deceased.

VS:

In Chancery

Henry Jackson

Brief of Defendant to Cross-bill

Facts Of The Case At Bar.

George L. Jackson, now deceased, for several years owned, in his own right, and operated a restaurant on 2nd St., in a suburb of the City of Suffolk, Va., known as "Saratoga", trading as "George L. Jackson."

Sometime during the latter part of December, 1927 or the early part of January, 1928, Henry Jackson, a brother of the said George L. Jackson became associated with him in the conduct of the said business.

On September 6th, 1928, the said George L. Jackson, after an illness of several weeks, died intestate at Lakeview Hospital in the City of Suffolk, Virginia.

From the date of the incapacity of the said George L. Jackson, up to the present time, the business in question has ~~and~~ ~~been~~, and is now being operated solely by the said Henry Jackson, he, during this period, paying all current operating expenses incident thereto and enjoying all profits accruing therefrom.

Soon after the death of George L. Jackson, his wife, Mary Jackson, qualified as administratrix of his estate and advertised,

in a newspaper having a general circulation in the City of Suffolk, Va., for creditors to present whatever claims they might have against the estate of the said George L. Jackson, deceased.

"George L. Jackson" owed one months' rent, a balance of \$17.50 on a \$34.50 bill to the Southern Furniture Co., and a balance of \$25.00 on a \$100.00 bill to E. L. Folk and Co. at the time of the death of the said George L. Jackson. These bills covered the following items: 3 White enamel top tables; 1 #216 Richmond Heater; 1 Floor Show Case; 4 Panel Mirrors; 1 Wall Show Case; 1 Coffee Urn; 1 Counter with Marble top; 1 Wall Cabinet; 4 Chairs; 6 Stools; and 10 Counter Stools, all of which were, and are now, being used in the conduct of the aforesaid restaurant business. This one months' rent was paid by Mary Jackson, Administratrix of the Estate of George L. Jackson, deceased and the balance of \$17.50 and \$25.00, respectively, due on the bills aforesaid, were paid by Henry Jackson. The said goods were sold on reserve title contracts but were not repossessed by their vendors.

Sometime during the month of -----, 192----, the said George L. Jackson, now deceased, deposited in the American Bank and Trust Co., of Suffolk, Virginia, the sum of \$1000.00 in the name of "Henry Jackson," stipulating on the identification card of said deposit that the said money should not be drawn upon except upon checks countersigned by himself.

This \$1000.00 was derived from the sale of two lots which were purchased with the money of the said George L. Jackson, with the exception of an initial payment of \$20.00 which was paid by his mother in whose name they had been contracted for on a partial payment plan. When the said George L. Jackson had finished paying for these lots he directed the vendor to draw a deed for them in the name of the said Henry Jackson. This deed was drawn sometime during the month of March, 1920 and delivered to the said George L. Jackson. These lots were, upon the direction and authority of the said George L. Jackson, subsequently sold and the purchase

price of same was paid to him by W. H. Crocker, President and general manager of the Nansemond Development Co.

Henry Jackson has refused, and still refuses to make accounting to the Estate of the said George L. Jackson, deceased, for its interest and share in the aforesaid restaurant business and the money deposited as aforesaid in the aforesaid bank, by the said George L. Jackson, now deceased.

Failing in her efforts to induce the said Henry Jackson to account to the Estate of her decedent, Mary Jackson, Administratrix of the Estate of the said George L. Jackson, deceased, upon advice of Counsel, filed her bill of complaint in this Honorable Court in which she alleged, among other things, that a partnership had, for some time, existed between her decedent and the said Henry Jackson and that the said partnership was dissolved by the death of her decedent, whose death occurred on the 6th day of September, 1928; that by reason of this said partnership her said decedent died seised and possessed of a one-half undivided interest in all goods and chattels used in connection with the operation of the aforesaid restaurant business and the money deposited as aforesaid in the aforesaid bank by her said decedent. The said complainant prayed among other things, that the said Henry Jackson be made a party defendant to her bill, waived oath; prayed for appointment of a receiver for said business and a sale and just distribution of the net proceeds therefrom as well as the aforesaid money; prayed for an accounting between the said parties and for general relief.

The said defendant appeared and filed his answer and cross-bill in which he denied the existence of a partnership; alleged that he had been hired by the said decedent at a wage of \$10.00 per week and board; that he was then operating said business as his own; that all articles mentioned in complainants bill of complaint were his own; that the said money was his own; denied each and every allegation in complainants bill and prayed in his said

cross-bill that the complainant be required to pay him a certain sum of money alleged to be due him;; that she be required to countersign a check for the money on deposit as aforesaid; and that said complainant be made a party defendant to said cross-bill and required to answer same under oath, although said cross-bill was not verified by oath.

Complainant answered said cross-bill, and, UNDER OATH, denied every allegation contained in said cross-bill and stated that she stood on her original bill of complaint.

QUESTIONS OF LAW INVOLVED.

(1) Whether or not the above statement of controverted facts as to the business relation between the said George L. Jackson, now deceased and the said Henry Jackson warrants a legal conclusion that a partnership express or implied, existed between them?

(2) Whether or not the above statement of facts as to sale of the said lots from which the aforesaid money, deposited as aforesaid, was derived, raised a resulting trust in favor of the said George L. Jackson, now deceased, and if so, whether said money is still impressed with said trust?

(3) Whether or not the complainant in the aforesaid cross-bill is bound by the answer of your oratrix to same, her said answer being verified by oath in response to demand of said complainant in said cross-bill that she be required to answer same under oath?

ARGUMENT

The difference between the position that your oratrix would be in if it were decided that a partnership did exist and the position she would be in if it were decided that a partnership did not exist is so like unto the difference between "Tweedle Dee

and Tweedle Dum", she elects not to argue the point. The exposition of facts as to this phase of the controversy being herein set out primarily for the purpose of putting the entire matter before the Court in this brief in logical sequence.

As an introduction to her discussion of the question as to whether a trust resulted in favor of her decedent, your oratrix submits the definition of a "Resulting Trust" as laid down by one of the most widely quoted and generally accepted authorities on this subject:

"A resulting trust may be defined as one which arises where the legal estate in property is disposed of, conveyed, or transferred, but the intent appears, or is inferred from the terms of the disposition or from the accompanying facts and circumstances, that the beneficial interest is not to go or be enjoyed with the legal title. 51 Am. Dec. 752."

From the facts herein stated, could it, by any stretch of human imagination or credulity, be otherwise ^{wise} "inferred from ^{the} terms of the disposition or from the accompanying facts and circumstances" surrounding the purchase and sale of ^{the} lots from which the money on deposit in the American Bank and Trust Company of Suffolk, Virginia, the ownership of which is in controversy in this suit, than "that the beneficial interest" in said lots was "not to go or be enjoyed with the legal title"? Your oratrix humbly and respectfully submits that the only just, fair, or correct answer to this proposition is that Henry Jackson never was intended to have, and never did have anything but the bare legal title to the said lots and that the beneficial interest in same was in George L. Jackson, now deceased, absolute.

As to whether or not there was an understanding between these parties that this transaction was to be regarded in this light we submit that no such agreement was necessary for a resulting trust is a creature of the law and is not dependent upon any agreement

between the parties to be effected thereby. It has been repeatedly held that:

"A trust of this sort does not arise from or depend on, any agreement between the parties. Its very name implies that it is independent of any contract and is raised by the law itself on a particular state of facts. It results from the fact that one man's money has been invested in land and the conveyance taken in the name of another,"- Potter Vs. Calpp, 203 Ill. 592, 68 N. E. 81, 96 A. S. R. 322. 26 R. C. L. 1214; Baughman Vs. Baughman, 283 Ill. 55, 119 N. E. 49, Ann. Cas. 1918 E. 895. Notes: 1 L. R. A. 327; 34 U. S.. (L. Ed.) 1094. Trapnall Vs. Brown, 19 Ark. 39; Walker Vs. Bruce, 44 Colo. 109, 97 Pac. 250."

"On clear parol proof that land conveyed to one person ~~xx~~ was partly paid for by another person purchasing with him, the law will raise and enforce a resulting trust for such other's benefit to the ~~xx~~ extent of his interest. Smith Vs. Patton, 12 W. Va. 541.

"Where one purchases ~~a~~ land with his own money, and takes a conveyance in the name another, a trust results in favor of the former." Bank of U. S. Vs. Carrington, 9 Leigh, 566- Flanary Vs. Kane, 102 Va. 547, 46 S. E. 312, rehearing denied 102 Va., 547 46 S. E. 681"

"Where property is purchased, and a conveyance of the legal title is taken in the name of one person while the purchase price is paid by another person, a trust results at once in favor of the party who pays the price, and the holder of the legal title becomes the trustee for him. ~~He~~ Jesser Vs. Armentrout's Ex'r. 100 Va. 666, 42 S. E. 681."

"Where land is purchased and paid for by one person, and the conveyance is taken to another, the law will raise by implication a trust for the benefit of the former. Deck Vs. Tabler, 41 W. Va. 332, 23 S. E. 721, 56 Am. St. Rep. 837."

Henry Jackson has exhibited his deed, and also copy of a deed of trust upon which money was borrowed in his name on the lots in question in an effort to bolster up his contention that he really owned the beneficial, as well as the legal, title to said lots and is therefore entitled to the money that was derived from the sale of them. Your oratrix contends that the existence of these instruments only serves to prove her allegation that the legal title to said lots was conveyed to the said Henry Jackson and raises no conclusive or un rebuttable presumption that he also owned the beneficial interest in them.

While your oratrix has no documentary evidence to submit in support of her contentions in this matter she respectfully submits that she has produced excellent and UNDISPUTED parol evidence sustaining them and that parol evidence is admissible to accomplish this end. "Parol evidence is admissible against the face of a deed itself to show all the facts out of which a resulting trust arises. Phelps Vs. Seely, 22 Grat. 573; Seiler Vs. Mohr," 37 W. Va. 507, 16 S. E. 496" "A resulting trust may be proved by parol evidence - Borst Vs. Nalle", 28 Grat. 423". "Parol evidence is admissible to prove a resulting trust arising from payment of the purchase money for a conveyance to another, - Bank of United States Vs. Carrington, 7 Leigh, 566; Kane Vs. O'Connors, 78 Va. 76."

CONCLUSION

It is the contention of your oratrix:

(1) That a partnership ~~did~~ exist between her decedent, George L. Jackson, deceased, and Henry Jackson and that she ~~is~~ entitled to an accounting for all goods and chattels used in connection with the conduct of the aforesaid restaurant business up to the time of the death of George L. Jackson, deceased, for all profits that have accrued from the conduct of said business since the aforesaid incapacity and death of the said George L. Jackson, deceased.

(2) That a resulting trust exists in favor of the Estate of the said George L. Jackson, deceased in the aforesaid money now on deposit in the American Bank and Trust Company of Suffolk, Virginia, in the name of Henry Jackson; that this said money became impressed with said trust as a result of the resulting trust that arose in favor of the said decedent in the lots from the sale of which the said money was derived, and, that the said estate is entitled to the whole of whatever balance there is now left of said deposit.

(3) That the said Henry Jackson is estopped from denying any of the material allegations contained in your oratrix' bill of complaint and her answer to his cross-bill, he being bound by them by reason of having demanded answer of her under oath.

Respectfully submitted,

Mary Jackson
 Administratrix of The Estate Of
 George L. Jackson, Deceased.

By: *John H. Falchert & A. W. Foreman*
 Counsel.

VIRGINIA:
IN THE CIRCUIT COURT OF NANSE-
MOND COUNTY.

Mary Jackson, Administratrix of
the Estate of George L. Jackson,
deceased.

VS.

Henry Jackson

Brief of Defendant to Cross-bill

Filed March 12, 1929
John W. Palmer
Clerk in Chancery

W. W. FOREMAN
ATTY - AT - LAW
ATTUCKS BUILDING
NORFOLK, VIRGINIA

VIRGINIA
IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mary Jackson, Administratrix of the Estate of
George L. Jackson, deceased.

Complainant.

Vs.

DECREE OF REFERENCE.

Henry Jackson,

Defendant

This cause came on this day to be heard upon the complainants bill of complaint, the answer of the defendant, the Cross-Bill of the defendant and the complainants answer to said Cross-Bill, and was argued by counsel.

On consideration whereof, it is ordered that this cause be referred to one of the Commissioners of this Court who is hereby directed to inquire into and report to the Court as follows:

Whether all necessary parties are properly before the Court.

What property, if any, is owned jointly by the estate of George L. Jackson, deceased, and Henry Jackson in the business heretofore operated and conducted in the County of Nansemond under the style and firm name of "George L. Jackson", the value of such property and where same is located.

Under what terms, ~~and~~ condition and agreement between the said George L. Jackson/^{now}deceased, and Henry Jackson was that certain sum of money now on deposit in the American Bank and Trust Company, of Suffolk, Virginia, in the name of "Henry Jackson", deposited.

Who is entitled to the said property and money and in what proportions.

Whether a partnership status, express or implied, existed between the said George L. Jackson, deceased, and Henry Jackson at the time of the death of the said George L. Jackson.

Whether the Estate of the said George L. Jackson, deceased, is indebted to the said Henry Jackson for services, money advanced or otherwise.

What debts are now outstanding against the said business, if any, date same were contracted and by whom contracted.

What is a reasonable fee for counsel for complainants in the Bill of Complaint for their services in conducting this suit.

All other matters deemed pertinent by the Commissioner, or that any party in interest or their counsel may request him to inquire into and report upon.

VIRGINIA:
IN THE CIRCUIT COURT OF NANSE
MOND COUNTY.

Mary Jackson, Admr. etc.

Vs.

Henry Jackson.

B. H. Holland & Lovelock
for J. Melvin Lovelock

Decree of Reference

Enter this 25 day of
January, 1929.

J. L. McEmore

Judge.

Rec'd
with

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mary Jackson, Administratrix of the
Estate of George L. Jackson, deceased, Complainant

Vs.

IN CHANCERY .

Henry Jackson, Defendant

ORDER

Upon motion of Mary Jackson, Administratrix of the Estate of George L. Jackson deceased, by her attorneys, leave is hereby granted her to file her answer to the cross bill filed against her in this cause by Henry Jackson and the same is accordingly duly filed.

VIRGINIA;
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Mary Jackson, Administra-
trix of the Estate of George
L. Jackson, deceased.

Vs.

Henry Jackson.

ORDER FILING ANSWER TO
CROSS BILL

C. O. Bk. 6 Page 219

Enter this 9 day of
January, 1929.

J. L. McElmore

Judge.

W. H. Jackson
Sale price

Option money paid

Paid 8 1/2 mos tax \$5.35

" Mayer D. Trust. 278.66

" writing deed to him 5.00

" Comm for full 50.00

\$ 339.01

\$ 1500.00

25.00

\$ 1475.00

339.01

\$ 1135.99

AMERICAN BANK & TRUST CO.
SUFFOLK, VA.

BY _____

192

PLEASE LIST EACH CHECK SEPARATELY

		DOLLARS	CENTS
CURRENCY			
SILVER			
GOLD			
CHECKS AS FOLLOWS			
The depositor using this ticket hereby agrees that all items payable outside of Suffolk, Va., shall be forwarded by this bank at the depositor's risk and that it assumes no responsibility beyond the exercise of due care; that all items are credited subject to final payment in cash or solvent credits; that this bank is not liable for default or negligence of its duly selected correspondents nor for losses in transit, and that each correspondent so selected shall not be liable except for its own negligence; that this bank or its correspondents may send items, directly or indirectly, to any bank, including the payor, and accept its draft or credit as conditional payment in lieu of cash; that it may charge back any item at any time before actual payment, whether returned or not, and also any item drawn on this bank not good at close of business on day deposited, and that items on Suffolk, Va., are credited subject to actual payment through the next day's clearings.			
TOTAL \$			

The depositor using this ticket hereby agrees that all items payable outside of Suffolk, Va., shall be forwarded by this bank at the depositor's risk and that it assumes no responsibility beyond the exercise of due care; that all items are credited subject to final payment in cash or solvent credits; that this bank is not liable for default or negligence of its duly selected correspondents or for losses in transit, and that each correspondent so selected shall not be liable except for its own negligence; that this bank or its correspondents may send items, directly or indirectly, to any bank, including the payor, and accept its draft or credit as conditional payment in lieu of cash; that it may charge back any item at any time before actual payment, whether returned or not, and also any item drawn on this bank not good at close of business on day deposited, and that items on Suffolk, Va., are credited subject to actual payment through the next day's clearings.

SEE THAT ALL CHECKS AND DRAFTS ARE ENDORSED

\$275⁰⁰ + interest
from July 24, 1927
+ 50 cents release
fee to Clerk.

275
3.66

278.66 Sept 19, 1927

Received of W. H Crocker
check for above amount
due on bond of W H Jackson
M. A. Mailey

Look after draft. ———

M. ANDERSON MAXEY
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

\$275.00 On demand after date, with legal interest from date until paid
payable semi-annually, I bind my self, my heirs
and personal representatives jointly and severally, to pay to the legal holder
his heirs, personal representatives or assigns
the sum of Two Hundred and Seventy-Five (\$275.00) Dollars
for value received; and hereby waive the benefit of my Homestead Exemption as to
this debt, obligation and contract.

Secured by deed of trust on real estate in Nansemond County, Va.

M. Anderson Maxey, Trustee.

Witness my hand and seal this 24th day of July 1924.

WITNESS:-

M. Anderson Maxey

William Henry Jackson



Feb. 17, 1925	- Interest paid to Jan. 1, 1925		
July 24 - 1926	" " "	July 24, 1925	
Feb. 2 - 1926	" " "	Jan. 24, 1926	
Aug. 7 - 1926	" " "	July 24 - 1926	
Feb. 25, 1927	" " "	Jan. 24, 1927	
Aug. 11 - 1927	" " "	July 24 - 1927	

THIS DEED, made this 24th day of July in the year
one thousand, nine hundred and twenty-four between William
Henry Jackson, unmarried,

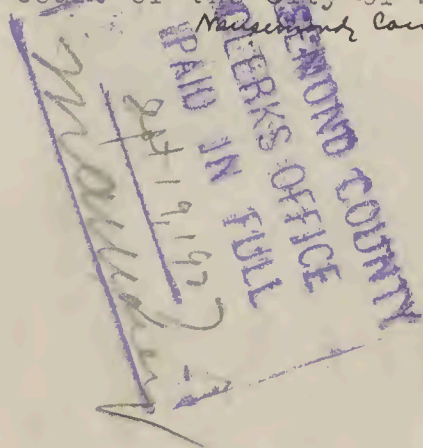
of the City of Suffolk, Virginia, part y of the first part
and M. Anderson Maxey, Trustee,

of Suffolk, Virginia, part y of the second part

WITNESSETH: That the said part y of the first part does grant unto the said
part y of the second part, with general warranty, the following property, to-wit:

All those certain lots of land situated in Nansemond County in
the State of Virginia, being known, numbered and designated, on the
plat of the property of Nansemond Development Corporation, made by
Brinkley and Nurney, Engineers, being duly of record in the Clerk's
Office of the Circuit Court of Nansemond County, Virginia, in Map
Book No. 1, page 127, as Lots Nos. FOUR (4) and FIVE (5) in Block
"K".

Said lots are located on the South side of the Norfolk Road com-
mencing at the Northwest corner of Tenth (10th) Street and the Nor-
folk Road and thence running Westwardly and fronting on the South
side of the Norfolk Road Ninety (90) feet to a point, thence run-
ning Southwardly in parallel lines One Hundred and Forty (140) feet
to the Northern boundary line of Lots Nos. Nine (9) and Ten (10) in
said Block "K" and bounded as follows: On the North by the Norfolk
Road; on the West by Lot no. Three (3) in said Block "K"; on the South
by Lots Nos. Nine (9) and Ten (10) in said Block "K" and on the East
by said Tenth (10th) Street and is the same property that was conveyed
to the said William Henry Jackson by Nansemond Development Company,
Incorporated by its deed dated the 15th day of March, 1920, recorded
the 15th day of March, 1920, in Deed Book 94, page 108, in the Clerk's
Office of the Circuit Court of the City of Suffolk, Virginia.



*John
2/7/29*

IN TRUST, to secure to the legal holder thereof -----
----- the payment of the sum of
Two Hundred and Seventy-five (\$275.00) Dollars evidenced by bond
of even date herewith signed by the said William Henry Jackson for
said sum of Two Hundred and Seventy-five (\$275.00) Dollars payable
to the legal holder on demand with interest from date, payable semi-
annually, and waiving the benefit of the homestead exemption, also
to secure any note or notes or bond or bonds given in renewal, exten-
sion or curtail of said bond.

In the event that default shall be made in the payment of the aforesaid debt, or any installment of the principal or interest thereof, then the Trustee, on being required to do so by the legal holder of the said bond -----, shall sell the property hereby conveyed. And it is covenanted that in case of sale the same shall be made after first advertising the time, terms and place thereof for ten (10) ----- days, upon the following terms, to-wit: for cash; and out of the proceeds of sale pay first the cost of sale, including a commission of five per centum of gross amount to the trustee, and pay the fees for drawing and recording this deed, if then unpaid, and then pay off said debt with all accrued interest and legal charges, and pay the balance, if any, as the law directs.

It is also covenanted that this deed of trust shall secure any note or notes, or bond or bonds, given in renewal, or extension, or curtail of the aforementioned debt.

The said party ----- of the first part, covenant s to pay all taxes, assessments, dues, and charges upon the said property hereby conveyed so long as he or his heirs or assigns shall hold the same; and further covenant s and agree s to keep the buildings on the property hereby conveyed insured for the full amount of \$ ----- for the further protection of the legal holder of the said legal holder -----, and in the event of his ----- 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 recoverable 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 above-mentioned debt, or in any installment of the principal or interest, or insurance premiums, then, upon the request of the part Y of the first part, a good and sufficient deed of release shall be executed to him at his own proper cost and charges.

WITNESS the following signature and seal:

William Henry Jackson, (SEAL)

_____, (SEAL)

_____, (SEAL)

_____, (SEAL)

State of Virginia,

City of Suffolk to-wit:
I, Alice R. Austin, a Notary Public

in and for the City aforesaid, in the State of Virginia, do
certify that William Henry Jackson
whose name is signed to the foregoing
writing, bearing date on the 24th day of July, 1924, has
acknowledged the same before me in my City aforesaid.

Given under my hand this 24th day of July, 1924.

MEMO:---To be acknowledged before any
officer authorized to take acknowledgements.

Alice R. Austin, N.P.
I was commissioned Notary
as Alice Rose.

My Commission expires January 8, 1928.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond
County the^{24th} day of^{July}....., 192⁴...

This Deed was presented, and, with the certificate.....
annexed, admitted to record.

Teste:

.....^{G. E. Bunting}....., Clerk
By^{M. H. Gardner}.....D. C.

712

~~Harry~~ Jackson

To

M. C. Maxey, Tr.

Admitted & record this
24th day of Aug, 1884

See Deed Book

103, Page 154

Examined & Verified

J. E. Bunting Clerk

By M. A. Maxey D. C.

34

175

✓ 211

M. ANDERSON MAXEY
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

THIS DEED, Made this 8th day of March, 1920, between Nansemond Development Company, Incorporated, a corporation duly chartered under the laws of the State of Virginia, party of the first part, and W.H. Jackson of the County of Nansemond, Virginia, party of the second part.

WITNESSETH: That in consideration of the sum of Four hundred Fifty (\$450.00) dollars, the said party of the first part, doth grant unto the said party of the second part, with General Warranty, the following property, to-wit:

All those certain lots, piece or parcel of land in Nansemond County, Virginia, being known numbered and designated, on the plan or plat of property of "Nansemond Development Corporation" made by Brinkley and Nurney, Engineers being duly of record in the office of the Clerk of the Circuit Court of Nansemond County, Virginia, in Map Book No. 1, page 127, as lots No. 4, & 5, in block "K", to which plan or plat reference is hereby made for greater particularity in the description of the property hereby conveyed.

Said lots being located on the South side of Norfolk Road commencing at the Northwest corner of 10th Street and the Norfolk Road, and thence running Westwardly and fronting on the South side of the Norfolk Road Ninety (90) feet to a point, thence running Southwardly in parallel lines one hundred forty (140) feet to the Northern boundary line of lots 9 & 10 block "K", and bounded as follows: on the North by the Norfolk Road, on the West by lot 3 block "K", on the south by lots 9 & 10 block "K", and on the East by 10th street.

And being a part of the property conveyed to the said Nansemond Development Company Incorporated, by Eliza R. Freeney, by deed dated the 13th day of September 1913, admitted to record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, the 15th day of September, 1913, and recorded in Deed Book No. 76, page 225.

The said Nansemond Development Company, Incorporated, covenants that it has the right to convey the said land to the grantee; that it has done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumbrances, and that it, the the said party of the first part, will execute such further assurances of the said land as may be requisite.

WITNESS the corporate signature of Nansemond Development Company, Incorporated by L.L. Reid, its President, and the corporated seal attested by G.W. Roper Jr.

its secretary, this 8th day of March, 1920.

NANSEMOND DEVELOPMENT COMPANY INCORPORATED,

By, L.L.Reid, President.

Attest; G.W.Roper Jr., Secretary.

STATE OF VIRGINIA,

City of Suffolk, to-wit;

I, Geo. S. Swain, a Notary Public in and for the State and City aforesaid do certify that L.L.Reid, President of the Nansemond Development Company, Incorporated, and G.W.Roper, Jr. Secretary, of the Nansemond Development Company, Incorporated, whose names are signed to the writing hereunto annexed, bearing date this 8th day of March, 1920, have acknowledged the same before me in my city aforesaid.

Given under my hand this 10th day of March, 1920.

My commission expires Sept. 17, 1922.

Geo. S. Swain, Notary Public

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 15th day of March, 1920.

This deed was presented, and, with the certificate annexed, admitted to record. The requisite amount of .50 in Revenue stamps affixed, and cancelled,

Teste; G.E. Bunting, Clerk.

By, Ruby V. Benton, D.C.

A true copy-

Teste: Paul J. Powell Clerk.

By, M. K. Linder D.C.

COPY

Nansemond Development Co.
Inc.
To (Deed of B.&.S.)
W.H. Jackson

Fee # 1.50

THIS DEED, Made this 19th. day of September 1927, between W.H. Jackson unmarried, of the City of Suffolk, Virginia, party of the first part, and A. Herman and I. Levy, of the City of Suffolk, Virginia, parties of the second part.

WITNESSETH: That for Ten (\$10.00) Dollars and other good and valuable consideration the receipt of which is hereby acknowledged, the said party of the first part does ^{hereby} grant and convey unto the said parties of the second part with General Warranty the following property to wit:

All those certain lots, piece or parcel of land in Nansemond County, Virginia being known numbered and designated on the plan or plat of property of "Nansemond Development Corporation" made by Brinkley and Nurney, Engineers being duly of record in the Office of the Clerk of the Circuit Court of Nansemond County Virginia, in Map Book No. 1, page 127, as lots Nos. 4 & 5 in Block "K", to which plan or plat reference is hereby made for greater particularity in the description of the property hereby conveyed.

Said lots being located on the South side of Norfolk Road commencing at the Southwest corner, (erroneously written Northwest corner in Jackson deed) of Tenth Street and the Norfolk Road, and thence running Westwardly and fronting on the South side of the Norfolk Road Ninety (90) feet to a point thence running Southwardly in parallel lines One hundred forty (140) feet to the Northern boundary line of lots 9 & 10 Block "K" and bounded as follows: On the North by the Norfolk Road, on the West by lot 3 Block "K", on the South by lots 9 & 10 Block "K", and on the East by Tenth Street.

And being the same property conveyed to the said W.H. Jackson by deed from the Nansemond Development Company Incorporated dated March 8, 1920, recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, March 15th, 1920, in Deed Book 94, Page 108.

The said party of the first part covenants that he has the right to convey the said land to the grantees; that he has done no act to encumber the said land, that the grantees shall have quiet possession of the said land, free from all encumbrances, and that he the said party of the first part, will execute such further assurances of the said land as may be requisite. Witness the following signature and seal;

W.H. Jackson (SEAL)

STATE OF VIRGINIA

CITY OF SUFFOLK,

To wit:

I, Wiley H. Crocker a Notary Public for the State and City aforesaid, in the State of Virginia, do certify that W. H. Jackson, whose name is signed to the writing hereto annexed, bearing date the 19th. day of September, 1927, has acknowledged the same before me in my City aforesaid.

Given under my hand this 19 day of September, 1927.

My commission expires on the 4 day of Aug. 1928.

Wiley H. Crocker
Notary Public

Virginia.

In the Clerk's Office of the Circuit Court of Nansemond County the 19th day of September 1927.

This deed was presented, and, with the certificate annexed, admitted to record.

Teste; G. E. Bunting, Clerk.

By, M. K. Gardner, D. C.

A true Copy-

Teste: Paul J. Powell Clerk.

By, M. K. Gardner D. C.

COPY

W.H.Jackson
To(Deed of B&S)
A.Herman & I.Levy

Fee 1.50

Vendor & Vendee	Date of Writing	Date Docketed	Amount Due, How Payable	Description of Goods or Chattels
John S. Folk, Agt. to Geo. L. Jackson	3-6-28	3-12-28	\$100.00, \$25.00 Cash & \$10.00 per month till paid. Title reserved by vendor till paid in full	1 Floor show case, 1 wall show case, 4 panel mirrors, 1 coffee urn, 1 counter with marble top, 1 wall cabinet, 4 chairs, 6 stools, 10 counter stools

(Docket Sales of Chattels, No. 8, page 158.)

Southern Fur. Co. to Geo. Jackson	3-10-28	3-23-28	\$34.50, CASH \$ & \$1.00 EACH AND EVERY WEEK TILL PAID IN FULL-TITLE RESERVED BY VENDORS UNTIL PAID IN FULL.	3 white enamel tables, 1 heater (# 216 Richmond) & pipe
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(Docket Sales of Chattels No. 8, page 161.)

Victor Altschul to George Jackson	3-25-27	3-31 -27	\$61.25, CASH \$ x & \$2.00 EACH AND EVERY WEEK TILL PAID IN FULL-TITLE RESERVED BY VENDORS UNTIL PAID IN FULL.	1 bed, 1 spring, 1 cotton mattress, 1 oil 4 burner cookstove & oven
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(Docket Sales of Chattels No. 8, page 59.)

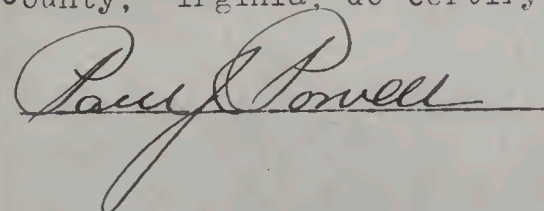
Southern Fur. Co. to Geo. F. Jackson	4-5-27	4-14-27	\$30.00, CASH \$5.00 & \$1.00 EACH AND EVERY WEEK TILL PAID IN FULL-TITLE RESERVED BY VENDORS UNTIL PAID IN FULL.	1 refrigerator, 1 army blanket.
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(Docket Sales of Chattels No. 8, page 61.)

February 11, 1929.

I, Paul J. Powell, Clerk of the Circuit Court of Nansemond County, Virginia, do certify that the above is a true copy.

Teste:

 Clerk.

Bed mattress
2 springs
all dishes
2 table 4 chair
1 floor show car
Not in place
2 mirrors

Coffice horn

Copy
Conditional Sales Records
of Geo. Jackson.

Fee \$1.50
Paid

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mary Jackson, Administratrix of the estate of
George L. Jackson, deceased.....Complainant

V.

DECREE

Henry Jackson.....Defendant

This cause came on this day to be heard upon the Complainant's Bill and exhibits filed therewith, the Respondent's Answer to said Bill; the Respondent's Cross Claim; the Complainant's Answer to said Cross Bill; and the depositions taken and filed on behalf of the Complainant and Respondent; the Report of the Commissioner, John H. Palmer; and Exceptions to said Report; and was argued by Counsel.

ON CONSIDERATION WHEREOF, the Court doth adjudge, order and decree that there was in fact no partnership existing between George L. Jackson, deceased, and Henry Jackson. The Court doth further order and decree that the money now on deposit in The American Bank & Trust Company, Suffolk, Virginia, amounting to approximately Five Hundred Forty and 80/100 (\$540.80) Dollars, belongs to Henry Jackson individually and doth hereby order and direct The American Bank & Trust Company to pay the said money to the said Henry Jackson. It is further ordered and decreed that the costs incurred in the bringing of this suit, including Twenty-Five (\$25.00) Dollars, stenographer's fee to Miss Evelyn Palmer and One Hundred (\$100.00) Dollars, Commissioner's fee to John H. Palmer, be paid as follows: One-third (1/3) by Henry Jackson and the other two-thirds (2/3) by Mary Jackson, Administratrix of the estate of George L. Jackson, deceased; that the fixtures in the premises located on 2nd Street, Saratoga, mentioned in the Complainant's Bill, be declared the property of the late George L. Jackson and

that the said Mary Jackson, Administratrix of the estate of George L. Jackson, deceased, pay to the said Henry Jackson the sum of Fifty (\$50.00) Dollars as a refund for money expended on the said fixtures and nothing further remaining to be done in this cause it is ordered stricken from the docket.

Mary Jackson, Admtrx. estate of
George L. Jackson, deceased.....
.....Complainant

V.

Final
DECREE

Henry Jackson...Defendant.

Enter Sept 25. 1929
J. L. McQuinn

Chancery Order Book
No. 6 Page 277

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Mary Jackson, Administratrix of the
Estate of George L. Jackson, deceased.....Complainant

Vs.

IN CHANCERY

Henry Jackson.....Defendant

ANSWER TO CROSS BILL

The answer of Mary Jackson, Administratrix of the Estate of George L. Jackson, deceased, to a Cross Bill filed against her in the Circuit Court of Nansemond County, Virginia, by Henry Jackson.

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

That the allegations, averments and statements in said cross bill summarizing the affirmative allegations, averments and statements contained in her original bill of complaint filed in this cause are true.

That every and all other allegations, averments and statements contained in said cross bill which tend to deny any of the said affirmative matter contained in said original bill of complaint as well as all other allegations, averments and statements contained in said cross bill are false and untrue.

That she still stands firmly on her said original bill of complaint and prays that this cause may be referred to one of the Commissioners in Chancery of this honorable court for an accounting and renews her prayer that the goods and chattels and assets of the co-partnership referred to in said original bill of complaint be ascertained and determined and that such, as may be found not to be in cash, may be sold and the net proceeds therefrom distributed to the party or parties justly entitled thereto; that all proper orders and decrees may be made, inquiries directed and accounts

taken; that a Receiver may be appointed to wind up the affairs of the said co-partnership business and to distribute the proceeds between your respondent and the said complainant in the said cross bill as the interest of each shall appear; and that your respondent may have all such other, further and general relief in the premises as the nature of her case may require and to equity shall seem meet.

And now having fully answered, this respondents prays to be hence dismissed with her reasonable costs in this behalf expended.

Mary Jackson
Administratrix of the Estate of George
L. Jackson, deceased.

State of Virginia,

City of Suffolk, to-wit:

Mary Jackson, Administratrix of the Estate of George L. Jackson, deceased, the respondent named in the foregoing answer, being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be upon information, and that so far as they are therein stated to be upon information, she believes them to be true.

Taken, sworn to and subscribed before me this 8th day of January, 1929. My Commission expires 17th day of December, 1929.

E. C. Pearce
Notary Public.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Mary Jackson, Administra-
trix of the Estate of George
L. Jackson, deceased.

Vs.

Henry Jackson.

ANSWER TO CROSS BILL

1929. Jan. 9. filed.
J. L. M.

VIRGINIA:

IN THE CIRCUIT COURT OF HANSEMOND COUNTY

Mary Jackson, Administratrix of the
estate of George L. Jackson, deceased.....Complainant

V.

CROSS BILL

Henry Jackson.....Defendant

To the Honorable Circuit Court of Hansemond County:

Your Complainant, Henry Jackson, respectfully represents
that, on the _____ day of October, 1936, Mary Jackson,
Administratrix of the estate of George L. Jackson, deceased,
filed a Bill of Complaint in this Court against your Complainant
wherein she set forth that your Complainant and the late George
L. Jackson were at the time of the said George L. Jackson's
death doing business as partners, each owning a one-half interest
in the business; that since the death of the said George L.
Jackson, your Complainant, Henry Jackson, has continued to run
the business and has failed and refused and does still refuse to
make an accounting of the partnership assets; that in the said
building wherein the alleged business was run there were certain
articles of personal property belonging to George L. Jackson;
that there is now in the American Bank & Trust Company, Suffolk,
Virginia, on deposit a certain sum of money in which George L.
Jackson and your Complainant, Henry Jackson, were jointly
interested; and thereupon she prayed that " Henry Jackson may be
made a party Defendant to this Bill of Complaint, and be re-
quired to answer same, but not under oath, oath being hereby
expressly waived; that the goods, chattels and assets of the
said co-partnership be ascertained and determined and that such,

as may be found not to be in cash money, may be sold and the proceeds therefrom distributed to the party or parties justly entitled to same; that proper process may be issued and all proper orders and decrees may be made, inquiries directed and accounts taken; that a Receiver may be appointed to wind up the affairs of the said co-partnership business and to distribute the proceeds between your Complainant and the aforesaid Defendant as the interest of each shall appear". And your Complainant appeared and answered the said Bill and issue was duly joined. But your Complainant respectfully represents that there has never been any co-partnership between him and the said George L. Jackson; that George L. Jackson did hire your Complainant to help run the business, agreeing to pay him the sum of \$10.00 per week, but which the said George L. Jackson refused and failed to do; that the sum of money mentioned in the said Bill of Complaint filed by Mary Jackson, Administratrix of the estate of George L. Jackson, deceased, is not a joint account; that the said George L. Jackson has no interest nor has he ever had any interest whatever in the said account, the money having been deposited by your Complainant, Henry Jackson as the identification card will show, the checks to be countersigned by George L. Jackson; that the show case, marble top counter, stationary stools, chairs, cabinet, wall mirror, cash register, cook stove, coal range, coal heater, mattress and springs and other items mentioned in the said Bill of Complaint are the property of your Complainant, Henry Jackson.

Wherefore, your Complainant prays that Mary Jackson, Administratrix of the estate of George L. Jackson, deceased, be required to pay to your Complainant the sum of \$ 300.00 for his

services rendered prior to the death of the said George L. Jackson; that Mary Jackson, Administratrix of the estate of George L. Jackson, deceased, be required to pay the sum of \$ 75⁰⁰ for money advanced by your Complainant to George L. Jackson; that Mary Jackson, Administratrix of the estate of George L. Jackson, deceased, be required to counter-sign a check for such sum of money as may be found in the American Bank & Trust Company, deposited in the name of "Henry Jackson", which account is referred to in the said Bill of Complaint; that the said Mary Jackson, Administratrix of the estate of George L. Jackson, deceased, be made a party Defendant to the Bill, and be required to answer the same on oath; that proper process may issue; that all proper orders and decrees may be made; 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 shall seem meet.

Henry Jackson
Complainant

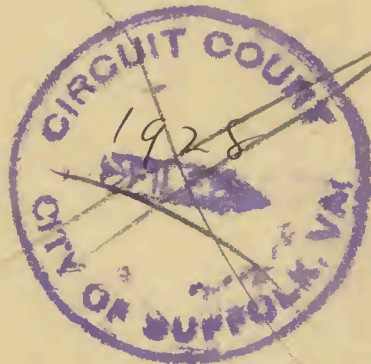
Holland & Lovell
Counsel

Mary Jackson, Administratrix of
the estate of George L. Jackson,
deceased.....Complainant

V. CROSS BILL

Henry Jackson.....Defendant

Filed 11/19/28
Paul J. Pomeroy Clerk



HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Mary Jackson, Administratrix of the
estate of George L. Jackson, deceased.....Plaintiff

V.

ANSWER

Henry Jackson.....Defendant

ANSWER TO THE BRIEF OF DEFENDANT TO CROSS BILL.

STATEMENT OF FACTS.

George L. Jackson, who died on September 6, 1928, was the owner and operator of a Restaurant on Second Street, "Saratoga", a suburb of the City of Suffolk, which business he had been running several years prior to his death. On or about the first of January, 1928, the said George L. Jackson decided to move into other quarters and to employ more help than he had been doing and persuaded his brother, Henry Jackson, who was then employed at one of the local schools as janitor to come and work with him in the said Restaurant as a clerk; said Henry Jackson to receive as compensation Ten (\$10.00) Dollars per week, and which compensation he did receive for four consecutive weeks, or up to and including the last week in January, 1928, since which time he has received no compensation, but same is still due and owing by the estate of the late George L. Jackson.

At the time the said Henry Jackson went to work for his brother, George L. Jackson, he had in the bank in his own name between Three and Four Hundred Dollars; that the said Henry Jackson loaned his brother on several occasions money to the amount of Seventy-Five (\$75.00) Dollars or more which money is

still due and owing the said Henry Jackson; that the said Henry Jackson had to use his personal money for his own expenses during the period from February 1, 1928, until after the death of his brother, George L. Jackson; that at the death of the said George L. Jackson, Henry Jackson paid the hospital bill of his brother out of his own personal money and this money is still due and owing by the estate of George L. Jackson, deceased. The bills mentioned in the Defendant's brief were paid by Henry Jackson out of his own personal money and not from the proceeds of the business which the said George L. Jackson had conducted. Mr. Kelley of the Southern Furniture Company testified that the contract of George L. Jackson was broken several weeks prior to the death of George L. Jackson, and that he had repossessed the goods which were sold under that contract prior to George L. Jackson's death, and that he then sold them to Henry Jackson. However, he did not have Henry Jackson sign the contract for these goods until after George's death. Therefore, these goods which were bought from the Southern Furniture Company are at this time and have been since prior to the death of George L. Jackson, the property of Henry Jackson; that the said Henry Jackson paid E. L. Folk & Company on the bill contracted by George L. Jackson, the sum of Fifty (\$50.00) Dollars, or more, this being the balance due on the bill at the time of George L. Jackson's death. However, this was not paid out of any money derived from the business of the said George L. Jackson, as the evidence disclosed at the time of George L. Jackson's death he had less than Five (\$5.00) Dollars in money in the Bank.

During the year 1918, Mary Jackson, the mother of George L. Jackson, deceased and Henry Jackson, entered into a contract with the Hansemond Development Company for the purchase of two lots on the Norfolk Road, known as Lots No. 4 and 5, in Block K, at which time the said Mary Jackson paid on the contract the sum of Twenty (\$20.00) Dollars. The purchase price of said lots was Four Hundred Fifty (\$450.00) Dollars, and on or about April 1, 1918, there was paid \$20.00 on the said contract, \$15.00 on April 30, 1918, \$30.00 on April 10, 1918, and in 1919 there was paid \$100.00 on the said contract, leaving a balance of Two Hundred Eighty-Five (\$285.00) Dollars, which was paid by W. H. Jackson and the contract assigned to the said W. H. Jackson or Henry Jackson. On March 8, 1920, the Hansemond Development Company gave a General Warranty Deed to the said lots to the said W. H. Jackson or Henry Jackson, and the Deed was delivered to George L. Jackson, the brother of Henry Jackson. Several years later these same lots were sold by W. H. Crocker to Messrs. Herman & Levy for the sum of Fifteen Hundred (\$1500.00) Dollars. Out of the proceeds of this sale W. H. Jackson, or Henry Jackson, paid off a Deed of Trust to M. Anderson Maxey, Trustee, and after paying several other bills he had left out of the proceeds of the sale of said lots the sum of Eleven Hundred Thirty-Five (\$1135.00) Dollars or thereabout and out of this amount deposited One Thousand (\$1000.00) Dollars in the American Bank & Trust Company, and on the identification card it shows that George L. Jackson was to sign checks with Henry Jackson, the purpose being to keep a check on Henry Jackson and to keep him from spending his money foolishly. At the time the deposit was made George L. Jackson talked with Mr. Ernest Jones, Cashier of the American Bank & Trust Company,

and told Mr. Jones that the money was Henry Jackson's but that he wanted to see that Henry did not waste the money, "he (meaning George L. Jackson) stated specifically that the money belonged to Henry Jackson. He told me (meaning Mr. E. E. Jones) how it came about that he got the money. My recollection is that he said it was part or all of the proceeds of a sale of a piece of real estate. I am not clear in my mind exactly on that point but I am absolutely certain that he said it was Henry Jackson's money.

Q. And that his purpose in signing the checks with Henry was just to check up on Henry? A. Yes, sir, so that he would not waste the money".

Henry Jackson has not refused nor does he now refuse to make any accounting to the estate of George L. Jackson. However, he does claim that he owes nothing whatever to the estate of George L. Jackson, deceased and that the estate of George L. Jackson, deceased owes him considerable amount of money. The said Henry Jackson has always denied the existence of a partnership between himself and the said George L. Jackson and he still denies the existence of any partnership, as is shown by the Cross Bill filed by the said Henry Jackson.

QUESTIONS OF LAW.

First: Whether there was ever any partnership between George L. Jackson and Henry Jackson either expressed or implied.

Second: Whether George L. Jackson, deceased, had any interest in the deposit mentioned aforesaid, which deposit is in the American Bank & Trust Company, by reason of the contention of Mary L. Jackson, Administratrix of the estate of George L. Jackson, deceased, that

there was a resulting trust in favor of George L. Jackson out of the proceeds of the two lots which were sold by W. H. Crocker and which lots were in the name of W. H. Jackson. In other words, has the estate of George L. Jackson any interest whatever in the said deposit in the American Bank & Trust Company heretofore mentioned?

ARGUMENT

There has been no evidence whatever introduced in the conduct of this trial to show that there was any partnership agreement between Henry Jackson and the late George L. Jackson. The records in the Commissioner of Revenue's Office fail to disclose that there was anyone connected with the business run by George L. Jackson other than the said George L. Jackson himself, and the only evidence introduced by the Defendant to the Cross Bill tending to show that there was a partnership arrangement was the testimony of John H. Fulcher, Attorney for Mary L. Jackson, who is contending for her that there was a partnership. The Complainant in the original Bill of Complaint, Mary E. Jackson, does not know of any arrangement whatever between her late husband and the said Henry Jackson. While on the other hand Henry Jackson emphatically denies that there was ever any partnership arrangement between him and his brother. Matt Key, who was employed by George L. Jackson, testified that there was absolutely no partnership arrangement between Henry Jackson and the late George L. Jackson.

As to the discussion of the question as to whether or not George L. Jackson had any interest whatever in the deposit in question, the evidence introduced before the Commissioner clearly

shows that there would, by no stretch of the imagination, be a resulting trust in favor of the said George L. Jackson. The only evidence put on by Mary L. Jackson to substantiate her contention was that of W. H. Crocker, who testified that the original contract for the purchase of the lots from which the money now on deposit in the American Bank & Trust Company was derived, was between Mary Jackson, mother of George L. Jackson and the Nansemond Development Company, of which the said W. H. Crocker was President and General Manager; that all the payments made on the said contract of Mary Jackson were brought to his office by George L. Jackson, who was the son of Mary Jackson; that these payments were credited on Mary Jackson's contract, which contract was duly assigned to W. H. Jackson on March 5, 1920, and on March 8, 1920, a General Warranty Deed was given to W. H. Jackson for the two lots. There was a payment of Two Hundred Eighty-Five (\$285.00) Dollars made on the said lots on the day the contract was assigned to W. H. Jackson, the said amount having been brought to the office of W. H. Crocker by the said George L. Jackson. However, he stated that he did not remember whether this was by check or cash. Henry Jackson testified that he paid the balance of Two Hundred Eighty-Five (\$285.00) due on the contract and paid the same by check. However, the same was taken, according to his testimony, to W. H. Crocker's office and same credited on the contract for the purchase of the two lots. W. H. Crocker was authorized to sell these lots and the question came up as to what was wanted for them and he was told by Henry Jackson that he wanted Fifteen Hundred (\$1500.00) Dollars for the two lots; W. H. Crocker told Henry Jackson several times after they were placed in his hands for sale that he thought he could get his price for the lots and he did later get Fifteen Hundred (\$1500.00)

Dollars for the lots, drew the Deed to Messrs. Herman & Levy, of Suffolk, Virginia, and the said lots were paid for by Messrs. Herman & Levy, the check having been made out to W. H. Jackson. The said W. H. Jackson, after the lots were conveyed to him, secured a loan on the same through M. Anderson Maxey, an Attorney of Suffolk, Virginia, who testified that he examined the title to the said lots and found the fee simple title to the same to be in the name of W. H. Jackson; that on the strength of this title he loaned said W. H. Jackson a certain sum of money, approximately \$275.00; that George L. Jackson had nothing whatever to do with this loan; that he was never known in the transaction whatever, as far as Mr. Maxey was concerned. When the lots were sold by W. H. Crocker, a real estate dealer here in Suffolk, said W. H. Crocker paid to M. Anderson Maxey the balance due on his Deed of Trust. Mr. E. E. Jones, Cashier of the American Bank & Trust Company, stated emphatically that the money on deposit in the American Bank & Trust Company was, according to both George L. Jackson, deceased, and Henry Jackson, the money of W. H. Jackson or Henry Jackson; that the only reason that George L. Jackson wanted his name put on the checks was to check up on Henry Jackson and to keep him from throwing away his money. Mr. Jones stated that George L. Jackson came to him in regard to this deposit and told him that Henry wanted to make the deposit and Mr. Jones ascertained from Henry Jackson whether or not it was his desire to make the deposit and to have George L. Jackson's name appear on the checks and was told by Henry Jackson that the arrangement was satisfactory to him. There is no evidence whatever to show that George L. Jackson had ever put one penny into the lots in question. However, the evidence does show that George L. Jackson was acting as agent for his mother and that all the payments up to the time

she assigned her contract to W. H. Jackson, ^{were made} through her agent George L. Jackson.

There is nothing whatever in the evidence to show that there was or could have been a resulting trust in favor of the said George L. Jackson. The citations mentioned in the brief filed by Mary Jackson, Administratrix of estate of George L. Jackson, deceased, are in no way applicable to the facts introduced by and on behalf of the said Mary Jackson, Administratrix of estate of George L. Jackson, deceased. There is no reason advanced why it was that had George L. Jackson had any interest in these lots that the title to the same should have been taken in the name of Henry Jackson; there is nothing to show that George L. Jackson had ever had money enough to have bought the lots, while on the other hand it was clearly shown that Henry Jackson did have money in the Bank in his own name and did on several occasions make loans to his brother, George L. Jackson, which loans are still due and owing to the said Henry Jackson. Had Henry Jackson only been the legal owner to the title to said lots would the beneficial owner sit peacefully by and let the said W. H. Jackson borrow \$275.00 in money on the said lots without having something to say about this transaction? We feel it unnecessary to furnish any law to substantiate our claim as to this question, the facts being too plain for question.

Respectfully submitted,

HENRY JACKSON

BY

J. Melvin Lovelace
Counsel

Mary Jackson, Administratrix of
estate of George L. Jackson, deceased
.....Plaintiff

V. *ANSWERING Brief,*

Henry Jackson.....Defendant

Filed: March 20. 1929

*John H. Palmer, ,
Commissioner
in Chancery*

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANCYMOND COUNTY

Mary Jackson, Administratrix of the
estate of George L. Jackson, deceased.....Complainant

V.

ANSWER

Henry Jackson.....Defendant

The answer of Henry Jackson to a Bill of Complaint
filed against him in the Circuit Court of Nancymond County,
Virginia, by Mary Jackson, Administratrix of the estate of
George L. Jackson, deceased, Complainant.

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

(1) That the said George L. Jackson and your Respondent,
Henry Jackson, have never entered into a co-partnership agree-
ment; that there has never been any partnership arrangement
between said George L. Jackson and said Henry Jackson, your
Respondent; that your Respondent did agree to work with the
said George L. Jackson and was to receive in the way of com-
pensation the sum of Ten (\$10.00) Dollars per week, together with
his board, which he was to get at the Restuarant owned by the
said George L. Jackson; that since such arrangement was entered
into by the said George L. Jackson and your Respondent, Henry
Jackson, the said George L. Jackson has paid your Respondent
nothing whatever for his services, and owes him the sum of \$ 300.00

for his services up to the death of George L. Jackson, who died on the 6th day of September, 1928; that since that time the said Henry Jackson, your Respondent, has conducted the business as his own, he paying the rent for the building, as well as all other expenses incident to the running and managing of the said business, which had formerly been run by the said George L. Jackson, on Second Street, "Saratoga", a suburb of the City of Suffolk, Virginia; that most of the dishes, tables, etc., are the property of your Respondent, Henry Jackson; that the showcase, marble top counter, stationary stools, chairs, wall mirror, cash register, and in fact all of the articles mentioned in the Complainant's Bill, are the property of your Respondent, Henry Jackson; that the sum of money mentioned in the Bill of Complaint now on deposit at the American Bank & Trust Company, Suffolk, Virginia, is the property of your Respondent, Henry Jackson, he having received the said money from the sale of certain lots or parcels of land on or about September 19, 1927, and the reason the name of George L. Jackson was in any way connected with the transaction, was to advise your Respondent in any deal or transaction in which said money would be used. The checks were not to be signed jointly, nor were any of the checks ever signed jointly. However, they were signed by Henry Jackson and counter-signed by the said George L. Jackson.

(2) Your Respondent denies each and every allegation of the Bill filed by the said Mary Jackson, Administratrix of the estate of George L. Jackson, deceased, he contending that the matter stands as represented in the preceding paragraph marked "(1)".

And now, having fully answered the Complainant's Bill, this Respondent prays to be named dismissed with his reasonable cost by him in this behalf expended.

Henry Jackson
Respondent

Holland & Lovelace
Counsel

STATE OF VIRGINIA,

City of Suffolk, to-wit:

Henry Jackson, the Respondent named in the foregoing Answer being duly sworn, says that the facts and allegations therein contained are true except so far as they are therein stated to be on information, and that so far as they are therein stated to be on information, he believes them to be true.

Henry Jackson
Respondent

Taken, sworn to and subscribed before me, John Melvin Lovelace
a Notary Public of and for the City and State aforesaid, in
my city aforesaid, this 17 day of November, 1928.

John Melvin Lovelace
Notary Public

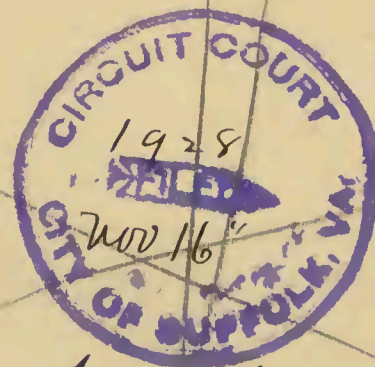
My commission expires: Sept 4th 1930

Mary Jackson, Administratrix of the
estate of George L. Jackson, de-
ceased.....Complainant

V. ANSWER

Henry Jackson.....Defendant

Filed 11/16/28
Paul J. Powell Clerk



Hugh L. Holland
Dec 16

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:
IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

MARY JACKSON, ADMINISTRATRIX OF THE ESTATE OF GEORGE L.
JACKSON, DECEASED. COMPLAINANT.

VS.

(BILL IN CHANCERY)

HENRY JACKSON,

DEFENDANT.

Your complainant, Mary Jackson, Administratrix of the Estate of George L. Jackson, deceased, humbly complaining, sheweth respectfully unto the Court the following case:

That she is the duly qualified administratrix of the Estate of George Jackson, deceased, as will appear from a certified copy of her Letter of Admintration issued by the Clerk of the Circuit Court of the City of Suffolk, Virginia, filed herewith, marked "Exhibit A" and prayed to be read as a part of this bill of complaint,

That during or about the month of September, 1927, the aforesaid George L. Jackson, now deceased, entered into a co-partnership agreement with, and became a partner with Henry Jackson, the defendant in this suit, for the conduct of a certain restaurant business under the style and firm name of "George L. Jackson", which said business was conducted and managed from the time of said agreement until up to a few days, ~~prior~~ to-wit, about Forty (40) days, prior to the death of the said George L. Jackson by the said decedent and the said Henry Jackson jointly, ^{in the City of Suffolk, Virginia} the said decedent having died on the 6th day of September, 1928,

That the said business is now being managed and conducted by the said Henry Jackson, the surviving partnet, in "Saratoga" a suburb of the City of Suffolk, Nansemond County, Virginia,

That the said George L. Jackson, deceased, died seised and possessed of an one-half (2) undivided interest in the said co-partnership business and its assets which consists of, among other things, the following goods and chattels: One (1) Floor Show-case; One (1) Marble Top Counter; One Lot of Stationary Steels; One (1)

Lot of Chairs; One (1) Back Bar Cabinet; One (1) Large Wall Mirror; One (1) Cash Register; One (1) ~~Oil~~ Cook Stove; One Coal Range; One (1) Coal Heater; One (1) Bed, Mattress and Springs; Two (2) Galvanized Top Tables; One (1) Tobacco and Cigarette Cabinet; One (1) Lot of Silverware; One (1) Lot of China-ware; One (1) Lot of other Equipment and supplies usually found in an ordinary restaurant; and that certain sum of money now on deposit in the American Bank and Trust Company, of Suffolk, Virginia, in the name of "Henry Jackson" it being stipulated on the Identification Card of said deposit, by agreement between the parties, that the said sum of money should not be drawn upon except by checks signed by the said George L. Jackson, now deceased, and the said Henry Jackson, jointly,

That by reason of the death of the said George L. Jackson, the aforesaid co-partnership became then and there dissolved,

That no accounting has been made to your complainant on behalf of the Estate of the said George L. Jackson, deceased, for his share in the said co-partnership business and its assets by the aforesaid defendant although repeated demands have been made upon him for such accounting.

In Tender Consideration Whereof, and for as much as your complainant is without remedy in the premises save in a Court of Equity where matters of this kind are cognizable, your complainant prays that Henry Jackson may be made a party defendant to this bill of complaint, and be required to answer same, but not under oath, oath being hereby expressly waived; that the goods, chattels and assets of the said co-partnership be ascertained and determined and that such, as may be found not to be in cash money, may be sold and the proceeds therefrom distributed to the party or parties justly entitled to same; that proper process may be issued and all proper orders and decrees may be made, inquiries directed and accounts ta-

ken; that a Receiver may be appointed to wind up the ~~affairs~~ affairs of the said co-partnership business and to distribute the proceeds between your complainant and the aforesaid defendant as the interest of each shall appear; that your complainant may have all such other, further and general relief in the premises as the nature of her case may require, and to Equity shall seem meet.

And your complainant will ever pray, etc.

Mary Jackson
Administratrix of the Estate of George
L. Jackson, deceased. Complainant.

By: John H. Fulcher
D. W. Foreman,
Counsel

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

MARY JACKSON, ADMRX.

VS.

HENRY JACKSON,

BILL OF COMPLAINT

John H. Fulcher &

W. W. Foreman, p. q.

Filed 11/1/28
\$10.00 Deposit

CIRCUIT COURT OF THE COUNTY OF
HANSEMOND.

Mary Jackson, Administratrix
of the Estate of George L.
Jackson, deceased,

Complainant

vs.

Henry Jackson,
Defendant.

In Chancery.
On Bill for Relief, etc.

Commissioner's Report, and
Depositions.

W. W. Foreman,
John H. Fulcher, p.q.

J. Melvin Lovelace, p.d.

*Filed Mar. 28-1929
Olin W. Whitehurst, D.C.*

MR. J. M. Lorde atty
TO PAUL J. POWELL, CLERK CIRCUIT COURT
OF NANSEMOND COUNTY
SUFFOLK. VA..

1929 Apr. 18

~~TAX, \$~~

~~TRANSFER, \$~~

~~FEE, \$~~

~~RECORDING~~

~~DEED FROM~~

~~TO~~

Certified copy of deed
Nansemond Development Co.
to W. H. Jackson

1.50

Paid

192

Clerk

By

D. C.

Mr. J.M.Lovell Atty.

TO PAUL J. POWELL, CLERK CIRCUIT COURT
OF NANSEMOND COUNTY
SUFFOLK. VA..

192 9 Apr. 19th

~~TAX \$~~

~~TRANSFER \$~~

~~FEES \$~~

~~RECORDING~~

~~DEED FROM~~

~~XXX~~

Certified copy of deed

W.H.Jackson to A.Herman & I.Levy

\$1.50

Paid

192

Clerk

By

D. C.

SURREY, VA

2/25 1929

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$ 4.00

Per

Collector.

SU⁹ OLK, VA, 3/4

1929

RECEIVED OF JH

SOUTHERN
FURNITURE
CO.

\$ 3.00

Collector.

SUFFOLK, VA,

910 1928

RECEIVED OF

Book
**SOUTHERN
FURNITURE
CO.**
50
Per

\$ *2.50*

K
Collector.

SUFFOLK, VA.

192

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$

3 00

Per

Collector.

SUFFOLK, VA.

1929

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$

Per

Collector.

SURFOLK, VA

10/15 1928

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$ 4.00

Collector.

SURFOL VA

11/3 1928

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$ 2.00

Per

Collector.

SUFFOLK, VA.

11-22-1928

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$ 2.00

Per
Collector.

SUFFOLK, VA.

12/24/1928 ✓

RECEIVED OF *J.H.*

**SOUTHERN
FURNITURE
CO.**

\$ *74*

C
Collector.

SURFOLK, VA.,

1/13 1929

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$

Collector.

SUFFOLK, VA.

1928

RECEIVED OF

\$

Collector.

SUFFOLK, VA.

11/20 1928

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$ 32

Collector.

MANUFACTURED BY THE BALTIMORE SALESBOOK CO., BALTIMORE, MD. 13671 m

SUFFOLK, VA.

12/17 1928

RECEIVED OF

The
**SOUTHERN
FURNITURE
CO.**

\$ *3.00*

Collector.

SUFFOLK, VA.

12/3 1928

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$ 3.01

Per

Collector.

SUFFOLK, VA.

12/31 1928

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$ 3.50

Per

Collector.

SURFOLK VA.

11/7 1929

RECEIVED OF

**SOUTHERN
FURNITURE
CO.**

\$ 3.00

Per

Collector.

SUFFOLK, VA

1928

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$

Collector.

SURFOLK, VA.

1928

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$

Per

Collector.

SU~~TH~~ FOLK, VA

10/25 192

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$

Collector.

SUFFOLK, VA

1928

RECEIVED OF

**SOUTHERN
FURNITURE
CO.**

\$

250

Collector.

MANUFACTURED BY THE BALTIMORE SALESBOOK CO., BALTIMORE, MD. 13671 m

SUPLK, VA

1927

RECEIVED OF

SOUTHERN
FURNITURE
CO.

\$

Per

Collector.

9 1/2
6 1/2

7 5/8

OFFICE OF
J. P. DALTON, TREASURER
OF NANCYMOND COUNTY
VIRGINIA

Suolk, Va.,

1/28 1919

Received of

Henry Jackson

Dollars

100

On Account of Taxes for Year 192

✓ 3.01

District

Ann B. C.

Treasurer.

No.

5

\$ 15.00

vs' 1673-25-
2523

SUFFOLK, VA.,

Nov. 3

1928

8

19
3

Thirty

DAYS AFTER DATE

9

PROMISE TO PAY TO

E. L. Telf Estate

OR ORDER, NEGOTIABLE AND PAYABLE

WITHOUT OFFSET AT THE NATIONAL BANK OF SUFFOLK, SUFFOLK, VIRGINIA

Fifteen and 100/100

DOLLARS

FOR VALUE RECEIVED, WITH TEN PER CENT FOR COST OF COLLECTION; AND IT IS AGREED UPON BY THE PARTIES THAT THE INTEREST ON THIS NOTE SHALL BE PAYABLE IN ADVANCE; AND WE, PRINCIPAL AND ENDORSERS HEREBY WAIVE THE BENEFIT OF OUR HOMESTEAD EXEMPTION AS TO THIS DEBT, AND DO FURTHER WAIVE DEMAND, PRESENTMENT, PROTEST, AND NOTICE OF DISHONOR.

140 Pine St

Henry Jackson

140 Pine St

E. I. Folk Est.
John S. Folk
Agent

Ident # 11

Old Dominion Paper Co.
J. E. WARD, Proprietor
Bottlers of Grape, Orange, Strawberry
and Ginger Ale

Phone 742

Suffolk, Va., 192.....

M

No.

Reg. No. Clerk

**ACCOUNT
FORWARDED**

1	Cases Lime Cola			
2	" Orange			
3	" Strawberry			
4	" Lemon			
5	" Ginger			
6	" Wards Grape			
7				
8				
9				
10				
11				
12				
13				
14				
15				

33

Your account stated to date. If error is found return at once.
Old Dominion Paper Co., Norfolk, Va.

T. E. WARD, Proprietor
Bottlers of Grape, Orange, Strawberry
and Ginger Ale

Phone 742

Suffolk, Va., _____ 192__

M _____

No. _____

Reg. No. _____ Clerk _____

ACCOUNT
FORWARDED

1	Cases Lime Cela			
2	" Orange			
3	" Strawberry			
4	" Lemon			
5	" Ginger			
6	" Wards Grape			
7				
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13				
14				
15				

21

Your account stated to date. If error is found return at once.
Old Dominion Paper Co., Norfolk, Va.

Bottling Co.

T. E. WARD, Proprietor

Bottlers of Grape, Orange, Strawberry
and Ginger Ale

Phone 742

Suffolk, Va.,

192

M

No.

Reg. No. Clerk

ACCOUNT
FORWARDED

1	Cases Lime Cola
2	" Orange
3	" Strawberry
4	" Lemon
5	" Ginger
6	" Wards Grape
7	
8	
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13	
14	
15	

15

Your account stated to date. If error is found return at once.
Old Dominion Paper Co., Norfolk, Va.

Lime Cola Bottling Co.

T. E. WARD, Proprietor

Bottlers of Grape, Orange, Strawberry
and Ginger Ale

Phone 742

Suffolk, Va.,

1925

M

No.

Reg. No. Clerk

ACCOUNT
FORWARDED

1	Cases Lime Cola		
2	3 " Orange	2.25	
3	" Strawberry		
4	1 7 " Lemon	7.00	
5	" Ginger		
6	" Wards Grape	2.75	
7			
8			
9			
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11			
12			
13			
14	28		
15			

Your account stated to date. If error is found return at once.
Old Dominion Paper Co., Norfolk, Va.

T. E. WARD, Proprietor
Bottlers of Grape, Orange, Strawberry
and Ginger Ale

Phone 742

Suffolk, Va., 2/9

1925

M Depph

No.

Reg. No.

Clerk

**ACCOUNT
FORWARDED**

1	Cases Pine Cola			
2	" Orange			80
3	" Strawberry			70
4	" Lemon			
5	" Ginger			150
6	" Wards Grape			
7				
8				
9				
10				
11				
12				
13				
14				
15				

31

Your account stated to date. If error is found return at once.
 Old Dominion Paper Co., Norfolk, Va.

Lime Cola Bottling Co.

T. E. WARD, Proprietor

Bottlers of Grape, Orange, Strawberry
and Ginger Ale

Phone 742

Suffolk, Va., 1929

M

No.

Reg. No. Clerk.

ACCOUNT
FORWARDED

1	Cases Lime Cola		
2	" Orange		1.50
3	" Strawberry		.75
4	" Lemon		.75
5	" Ginger		.70
6	" Wards Grape		
7			
8			
9			
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11			
12			
13			
14			
15			

Your account stated to date. If error is found return at once.
Old Dominion Paper Co., Norfolk, Va.

ing Co.

E. WARD, Proprietor

ers of Grape, Orange, Strawberry
and Ginger Ale

Phone 742

Suffolk, Va., 3/9 1929

M. Lee

No.

Reg. No. Clerk

ACCOUNT
FORWARDED

1	1	Cases Lime Cola		
2	3	" Orange	225	
3	7	" Strawberry	70	
4	4	" Lemon		
5		" Ginger	295	
6		" Wards Grape		
7				
8				
9				
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11				
12				
13				
14	25			
15				

Your account stated to date. If error is found return at once.
Old Dominion Paper Co., Norfolk, Va.

MEATS, PROVISIONS AND PRODUCE

1518

17

MFGRS. NORMAN'S FAMOUS SAUSAGE

338-340 E. WASHINGTON ST.

PHONES: 860 and 861

Suffolk, Va.

1929

Sold to

Address

NO. OF PCS.

WEIGHT

PRICE

AMOUNT

Pork

Country Smokes

Steamers

Bacon

Hams

Bones

A. P. Link

A. P. Meat

Cold Storage Goods

CHECKED
BY

BILLS
PAID \$

TOTAL

KINDLY REPORT ALL ERRORS OR
COMPLAINTS TO OUR OFFICE

24

PHONES: 860 and 861

Suffolk, Va.

192

Sold to

Address

[illegible]

KINDLY REPORT ALL ERRORS OR
COMPLAINTS TO OUR OFFICE

2/16 1929

Sold to

Address

[illegible]

KINDLY REPORT ALL ERRORS OR
COMPLAINTS TO OUR OFFICE

1493

18

MFGRS. NORMAN'S FAMOUS SAUSAGE

338-340 E. WASHINGTON ST.

PHONES: 860 and 861

Suffolk, Va.

192

Sold to

Address

NO. OF PCS.

WEIGHT

PRICE

AMOUNT

Pork

Country Smokes

Steamers

Bacon

Hams

Bones

A. P. Link

A. P. Meat

1 Bx 285 Cabbage

4.00

4.00

Cold Storage Goods

CHECKED
BYBILLS
PAID \$

TOTAL

KINDLY REPORT ALL ERRORS OR
COMPLAINTS TO OUR OFFICE

Norman Packing Corporation
DEALERS IN
MEATS, PROVISIONS and PRODUCE

Telephones 860-861

Suffolk, Va., 1/28/29 1929

Henry Jackson

[illegible]

SUFFOLK COAL and ICE CO., Inc.

WHOLESALE and RETAIL

ICE, COAL, COLD STORAGE, WOOD AND FEED

PHONES { 202
261

MAIN OFFICE AND PLANT No. 1 FACTORY STREET
PLANT No. 2 HILL STREET

G13801

Suffolk, Va.,

192

Sold to

Address

1/2	TONS COAL		525
	WOOD		
50	ICE		35
	GALS. GAS		560
	OIL		
BALES	HAY	LBS. @	
BAGS	CORN	BUS. @	
BAGS	OATS	BUS. @	
BAGS	BRAN	LBS. @	
BAGS	SCRATCH FEED	LBS. @	
BAGS	DAIRY FEED	LBS. @	
BAGS	MEAL	BUS. @	

Remarks:

Driver

CUSTOMER'S COPY
INVOICE

WE TAKE PLEASURE IN SERVING YOU
PHONE US YOUR ORDER AND IT WILL HAVE OUR PROMPT
ATTENTION

Our Motto Is

SERVICE and FULL WEIGHT

COAL THAT ANSWERS THE BURNING QUESTION

CLEAN DRY WOOD

PHONES 202 and 261

SUFFOLK COAL and ICE CO., Inc.

MAIN OFFICE AND PLANT No. 1 FACTORY ST.

PLANT No. 2 HILL ST.

SUFFOLK, VA.

OFFICE OF

HUGH L. HOLLAND

Attorney at Law

SUFFOLK, VIRGINIA

Suffolk, Va.,

Feb. 19

1929

Received of

Henry Jackson

Sixteen Dollars

as Rent

Hugh L. Holland

By HLB

OFFICE OF

HUGH L. HOLLAND

Attorney at Law
SUFFOLK, VIRGINIA

Suffolk, Va., Jan 21 1929

Received of

Henry Jackson

fifteen Dollars,

on Receipt

Hugh L. Holland

for

at



This Month Only!
ELECTRIC IRONS

\$1. allowed for your old iron \$1. down.
\$1 monthly **\$3.75**

A Companion Offer!
Electric Waffle Iron

No Grease--No
Smoke--No Odor
\$1. down. \$1. mo. **\$5.95**

VI ELECTRIC AND POWER COMPANY

SUFFOLK, VA.

PHONE 121

THIS BILL COVERS SERVICE FOR PERIOD

MAY 1 5 1929

FEB 1 4 1928

FROM _____ TO _____

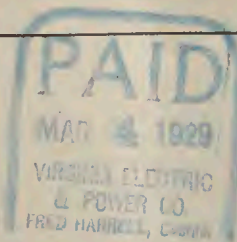
CHRG PREVIOUS	K. W. HRS. USED	CLASS	GROSS BILL	DISCOUNT	NET BILL
€ 28	51				4 34

TH

UNPAID
PREVIOUS BILLS

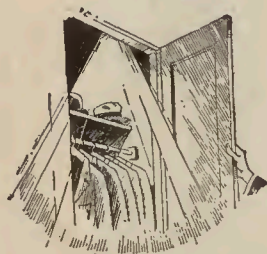
TOTAL

D-11-3925 72797 S2143
HENRY JACKSON
2ND. ST., SARATOGA
140 PINE ST., SUFFOLK VA.



PLEASE BRING THIS BILL WITH YOU WHEN PAYING AT COMPANY OFFICE

All Available Text Successfully Captured



Isn't it worth a dash of salt ?



A CLOSET LIGHT! . . .
What a sensible, *helpful* convenience! Used but a few moments at a time, it costs no more than *a dash of salt*, and saves time and temper.

Electrical servants give faithful service and ask but *little* pay. Their day is twenty-four hours long and their year knows *no* holidays.

Norman Packing Corporation
DEALERS IN
MEATS, PROVISIONS and PRODUCE

Telephones 860-861

Suffolk, Va., 2/22/29 1922

Henry Jackson

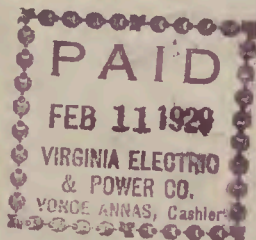
		Bills Rendered		
2	16		1	05
Cancel				
 4/25/79 4/25/79 				

Dear Consumer:—

In auditing our accounts we note that your account with this Company, as listed below, has probably escaped your attention and is now past due.

Please pardon us for calling this matter to your attention. However, it is very necessary that we comply with the terms of our contract, and we sincerely hope that you will attend to this matter without further delay, so that we may avoid any inconvenience in connection with your service.

Virginia Electric and Power Co.



PAST DUE ELECTRIC
ACCOUNT

2-7-29

192

Jan. 6.72

D-11-3925 12797

Henry Jackson

2nd St. Warrenton Pl.

c/o 140 Pine St.

Received Payment.....192.....

VIRGINIA ELECTRIC AND POWER CO., By.....

9/19/28
TERMS

GROCERY SALES COMPANY Inc. No 3197

DATE BILLED

LEDGER FOLIO

Wholesale Grocers

No.

Suffolk, Virginia

Salesman

SOLD TO

P. O.

Shipping Point.

State

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS
✓	1	can Ralphs 10¢	1	575	565
✓	1	Box Sunshero	1	70	70
					6.35

CUSTOMERS INVOICE

CUSTOMERS INVOICE

DATE SOLD

9/21/28

"THE DIFFERENCE IN PRICE IS A PROFIT"

GROCERY SALES COMPANY Inc.

No 261

BINDER FOLIO

DATE BILLED

TERMS

Wholesale Grocers

No.

Suffolk, Virginia

Salesman

SOLD TO

P. O.

Shipping Point

LEDGER FOLIO

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS	
✓	3	Chest 20's	3	111	8	33
✓	2	" 12's	2	178	3	56
✓	1	Pail 20's	1	111	1	11
✓	1	Canal	1	111	1	11
✓	1	Jinks	1	70		70
✓	1	Sturd top	2	45		90
✓	2	# Apple top	2	62	1	24
✓	1	Adeline Gum	1	58		58
✓	1	Box candy	1	70		70
					13	23



I Love you
CUSTOMERS INVOICE

90
 90
 11

 230

 146

2500
 291

 2790

356
 333
 120
 90

 909

DATE SOLD

9/28/28

"THE DIFFERENCE IN PRICE IS A PROFIT"

GROCERY SALES COMPANY Inc.

Nº 3452

BINDER FOLIO

DATE BILLED

TERMS

Wholesale Grocers

No.

Suffolk, Virginia

Salesman

SOLD TO

P. O.

Shipping Point

State

LEDGER FOLIO

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS	
✓	1	box B. Ribban Cig	1	170	1	70
✓	1	Jinks	1	70		70
✓	1	Old Nick	1	70		40
✓	1	#5 Max Coffee	1	47 1/2		48
✓	1	Gro matches	1	70		70
✓	2	Chest 12's	2	178	3	56
✓	1	Pid 11	1	178	1	78
✓	3	Chest 20's	3	111	3	53
						1295



CUSTOMERS INVOICE

10/13/28

TERMS

GROCERY SALES COMPANY Inc.

Nº 3928

No. 27 Suffolk, Virginia Salesman 1

Suffolk, Virginia

Salesman

SOLD TO Henry J. Adams

P. O. 111

Shipping Point _____ State _____

State

DATE BILLED

LEDGER FOLIO

[illegible]

1 of 11/2
TERMS

GROCERY SALES COMPANY Inc.

Nº 3970

DATE BILLED

Wholesale Grocers

No. 77 Suffolk, Virginia Salesman

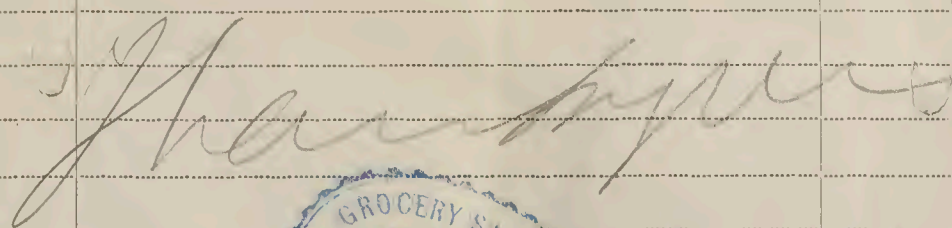
SOLD TO Wm. H. Hays

P. O. _____

Shipping Point _____ State _____

State _____

LEDGER FOLIO

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS	
✓	1	Cart chest 126	1	178		178
						
						
CUSTOMERS INVOICE						

CUSTOMERS INVOICE

180
180
20

120
160
70

490
460
160
56

1606

2576

10/9/28
TERMS

GROCERY SALES COMPANY Inc.

BINDER FOLIO

DATE BILLED

LEDGER FOLIO

Wholesale Grocers

No.

Suffolk, Virginia

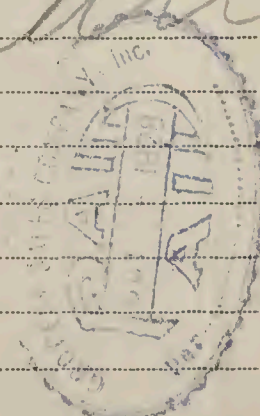
Salesman

SOLD TO

P. O.

Shipping Point

State

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS	
	1	Box 1 of Candy	1	70		70
						
CUSTOMERS INVOICE						

CUSTOMERS INVOICE

$$\begin{array}{r}
 4 \overline{) 1700} \\
 \underline{425} \\
 12.75
 \end{array}$$

$$\begin{array}{r}
 256 \\
 333 \\
 \hline
 789 \\
 140 \\
 \hline
 929
 \end{array}$$

10/26/28

GROCERY SALES COMPANY Inc.

Nº 4196

DATE BILLED

Wholesale Grocers
No. _____ Suffolk, Virginia
SOLD TO _____
P. O. _____
Shipping Point _____

Salesman

LEDGER FOLIO

State

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS
✓ 2		Jinks			1 40
✓ 1		Ralph 10		56 1/2	3 65
✓ 1		# Max H.		47 1/2	48
✓ 1		Lay 50-50			1 65
✓ 1		Old gold			1 13
✓ 4		Chert 205	4	1 11	4 44
✓ 2		" 12	1	1 18	3 56
✓ 1		# apple			62
					18 93

CUSTOMERS INVOICE

DATE SOLD

10/30/28

"THE DIFFERENCE IN PRICE IS A PROFIT"

GROCERY SALES COMPANY Inc.

Nº 4213

BINDER FOLIO

DATE BILLED

TERMS

Wholesale Grocers

No.

Suffolk, Virginia

Salesman

SOLD TO

P. O.

Shipping Point

State

LEDGER FOLIO

Shipper's
Check

Quantity

Register No.

WEIGHT

PRICE

SALESMAN MUST NOT USE
THESE COLUMNS

✓

1

hot stuff

2 45-

✓

1

" Candy

1 70

90

70

1.60



CUSTOMERS INVOICE

10/10/28
TERMS

GROCERY SALES COMPANY Inc. N° 3955

DATE BILLED

Wholesale Grocers

No. 12 Suffolk, Virginia Salesman W. J. ...

SOLD TO Henry J. Deane

P. O. _____

Shipping Point _____ State _____

LEDGER FOLIO

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS
/	1	East Ralpkb, 104	1	565	565
/	1	gro malthes	1	70	70
					<u>6.35</u>
<i>Handwritten signature</i>					
					
CUSTOMERS INVOICE					

10/29/28

GROCERY SALES COMPANY Inc.

Nº 3789

DATE BILLED

No. 71 Wholesale Grocers
Suffolk, Virginia

Salesman

SOLD TO

P. O.

Shipping Point.

State

LEDGER FOLIO

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS
✓	4	Carln cig. 205	4	111	444
✓	1	" Old Good			113
✓	2	" Cigs.	2	178	356
✓	1	Moung			70
✓	1	Gro Matches			70
					1053

CUSTOMERS INVOICE

10/20/28
TERMS

GROCERY SALES COMPANY Inc.

Nº 3830

DATE BILLED

Wholesale Grocers

No. _____ Suffolk, Virginia

Salesman

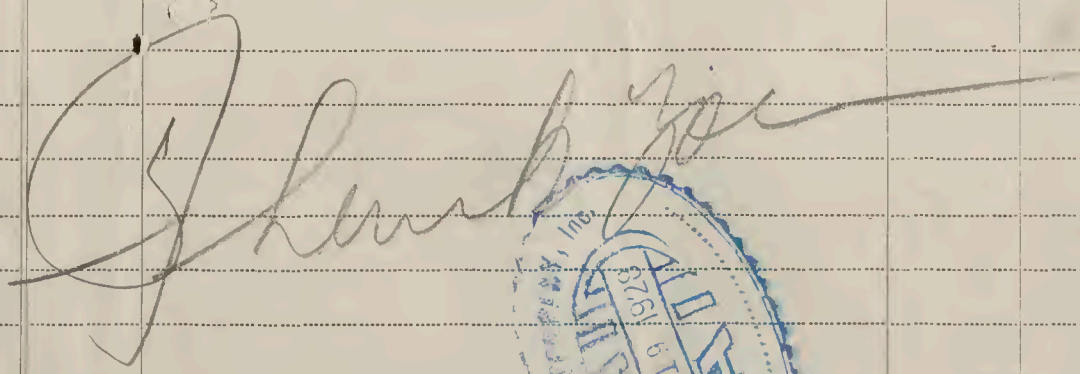
SOLD TO

P. O.

Shipping Point

State

LEDGER FOLIO

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS
✓	2	Box Candy	2	70	140
✓	1	" Cigars	1	165	165
✓	1	Box a Pepsi	1	58	58
					<u>3.63</u>
 					
CUSTOMERS INVOICE					

DATE SOLD

10/5/28

TERMS

"THE DIFFERENCE IN PRICE IS A PROFIT"

GROCERY SALES COMPANY Inc.

No 3549

BINDER FOLIO

DATE BILLED

LEDGER FOLIO

No.

Wholesale Grocers

Suffolk, Virginia

Salesman

SOLD TO

P. O.

Shipping Point

State

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS		
✓	1	Gal mustard	1	85			85
✓	2	Chest 20's	2	111			222
✓	1	" 12's					178
✓	1	Paid 20's	1	111			111
✓	1	Lucky	1	111			111
✓	1	# Apple Tob	1	62			62
✓	1	Adams	1	58			58
✓	2	Cadies	2	70			140
							9.67



CUSTOMERS INVOICE

TERMS

GROCERY SALES COMPANY Inc.

Nº 4823

DATE BILLED

LEDGER FOLIO

Wholesale Grocers

No.

Suffolk, Virginia

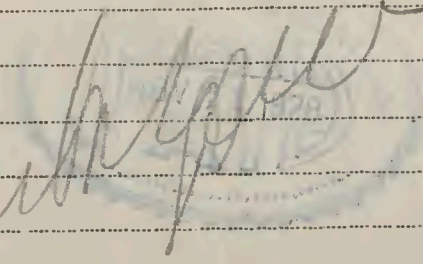
Salesman

SOLD TO

P. O.

Shipping Point

State

Shipping Point		State		SALES MAN MUST NOT USE THESE COLUMNS	
Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	
✓	2	Box Candy	2	70	140
✓	1	Box Maltines	1	70	70
✓	1	Box 7 Deadly Cigars	1	165	165
✓	1	Box Depression	1	58	58
✓	1 1/4	#1 Bonville	1 1/4	56	70
✓	1	4 Cents 200	1	555	555
✓	2	Cent Cents 120	2	178	356
					14.14
					
CUSTOMERS INVOICE					

11/23/28

GROCERY SALES COMPANY Inc.

Nº 4566

DATE BILLED

Wholesale Grocers

No. 11 Suffolk, Virginia D Salesman 1

SOLD TO

P. O.

Shipping Point

State

LEDGER FOLLO

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS
✓	2	Chest 12	2	178	3 56
✓	4	" 20	4	111	4 44
✓	2	Juicks	2	70	1 40
✓	1	Black cow	1	75	75
✓	1	mound	1	70	70
✓	2	# apple	2	62	1 24
✓	1	Box 4 teddy	1	165	1 65
✓	1	box candy	1	70	70
					14 44

CUSTOMERS INVOICE

11/10/24
TERMS

GROCERY SALES COMPANY Inc.

Nº 4257

DATE BILLED

LEDGER FOLIO

TERMS

Wholesale Grocers

No.

Suffolk, Virginia

Salesman

SOLD TO

P. O.

Shipping Point.

State

[illegible]

CUSTOMERS INVOICE

2 30
34
1 60
2 10

DATE SOLD
2/25/25
TERMS

TERMS

No. 2 Suffolk, Virginia Salesman 1

SOLD TO Herzog & Neumann

P. O. _____

Shipping Point _____ State _____

DATE BILLED

LEDGER FOLIO

Herbry

12/7/28

GROCERY SALES COMPANY Inc.

Nº 3608

DATE BILLED

LEDGER FOLIO

Wholesale Grocers

Suffolk, Virginia

Salesman

SOLD TO

P. O.

Shipping Point

Stat

[illegible]

0552

DATE SOLD

12/27/28

TERMS

"THE DIFFERENCE IN PRICE IS A PROFIT"

GROCERY SALES COMPANY, Inc. A

Wholesale Grocers

No. _____ Suffolk, Virginia Salesman _____

SOLD TO Henry Jackson

P. O. _____

Shipping Point _____ State _____

BINDER FOLIO

DATE BILLED

LEDGER FOLIO

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS	
✓	3	Chest 12's	3	178	5	34
✓	2	" 20's	2	111	2	22
✓	1	Canned 20's	1	111	1	11
✓	1	Pink 20's	1	111	1	11
✓	1	Adams gum	1	58		58
✓	1	Case Ruff	1	568	5	68
✓	1	Box matches		70		70
					16	74



CUSTOMER'S INVOICE

OFFICE COPY

13/10/28
TERMS

GROCERY SALES COMPANY Inc. N° 3634

Wholesale Grocers

No. 7-1 Suffolk, Virginia Salesman _____

SOLD TO Henry Mason

P. O. 188

Shipping Point..... State.....

DATE BILLED

LEDGER FOLIO

[illegible]

0580

DATE SOLD

12/29/28

TERMS

"THE DIFFERENCE IN PRICE IS A PROFIT"

GROCERY SALES COMPANY, Inc. A

Wholesale Grocers

No.

Suffolk, Virginia

Salesman

SOLD TO

P. O.

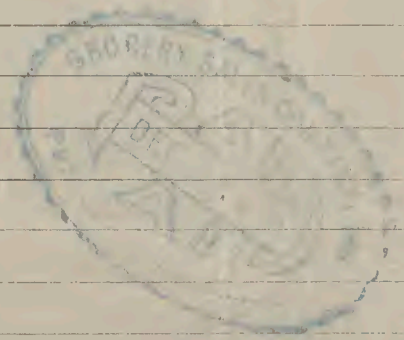
Shipping Point

State

BINDER FOLIO

DATE BILLED

LEDGER FOLIO

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS	
/	3	cart cgs 20's	3	111	3	33
/	1	4 apple 10's	1	62		62
/	1	Box B Rich Cigars	1	170		170
						5.65
Humpy						
						
CUSTOMER'S INVOICE			OFFICE COPY			

3/2/29

TERMS

GROCERY SALES COMPANY, Inc. A

No. 7 Suffolk, Virginia Salesman _____

SOLD TO Franklin M. Johnson

P. O. _____

Shipping Point _____ State _____

DATE BILLED

LEDGER FOLIO

CUSTOMER'S INVOICE OFFICE COPY

2.16.29

No.

Salesman

DATE BILLED

Sold to

Post Office

Shipping Point

Via

LEDGER

7-16-29

Ship's Check	Quantity	CIGARS..... CIGTS..... SMKG.	WEIGHT	PRICE	SALESMEN MUST NOT USE THESE COLUMNS
✓ 2	Dz. Chest.	12.5	96	1.97	
✓ 800	Chest.	208	600	4.80	
✓ 400	Canned		600	2.40	
✓ 200	Old Bald		600	1.20	
✓ 2-1	Apple Tob.		65	1.30	
					\$11.62
					12
					\$11.50

277

1/30/29

TERMS

BINDER FOLIO

DATE BILLED

TERMS

LEDGER FOLIO

Shipping Point _____ State _____

263

2/22/29
TERMS

GROCERY SALES COMPANY, Inc. **A**

No. _____ Suffolk, Virginia Salesman _____
SOLD TO Henry Jackson
P. O. _____
Shipping Point _____ State _____

DATE BILLED

LEDGER FOLIO

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS	
✓	4	Cart cgs 206	4	11	4	44
✓	1	" " 12's	1	178	1	78
✓	1	#apple 30h	1	61		61
✓	1	44 30h	1/4	56		70
✓	4	Box candy	4	70		280
✓	1	Box X Teddy sign	1	165		165
						11.98

CUSTOMER'S INVOICE OFFICE COPY

[illegible]

"THE DIFFERENCE IN PRICE IS A PROFIT"

BINDER FOLIO

Wholesale Grocers

SOLD TO Henry J. ...

P. O. _____

Shipping Point _____ State _____

DATE BILLED

LEDGER FOLIO

Shipper's Check	Quantity	Register No.	WEIGHT	PRICE	SALESMAN MUST NOT USE THESE COLUMNS	
✓	1	Box 50 - 50 Cigars	1	165	1	65
✓	4	Cart eggs 200	4	111	4	44
✓	1	1 125	1	178	1	78
✓	1	1 apple 100	1	61		61
✓	1	Box 100	1	58		58
					9	06



Thank you

CUSTOMER'S INVOICE
OFFICE COPY

521

1/23/29
TERMS

GROCERY SALES COMPANY, Inc. A

No. _____ Suffolk, Virginia _____ Salesman _____

SOLD TO Henry Jackson

P. O. _____

Shipping Point _____ State _____

DATE BILLED

LEDGER FOLIO

[illegible]

6
-
6
1
6
2

198
333
222
61
18
155

1027

198
333
111
161
61
33

396

906

25
19
861
777
-591

"THE DIFFERENCE IN PRICE IS A PROFIT"

BINDER FOLIO

GROCERY SALES COMPANY, Inc. A

Wholesale Grocers

No.

Suffolk, Virginia

Salesman

SOLD TO

P. O..

Shipping Point.

State

DATE BILLED

LEDGER FOLIO

TERMS

[illegible]

832

7/2/29
TERMS

BINDER FOLIO

DATE BILLED

SOLD TO Harold V. Spaw

P. O. _____

Shipping Point _____ State _____

LEDGER FOLIO

[illegible]

STANDARD SALESBOOK CO., NORFOLK, VA.

Compositions

NAME

GRADE

month Oct 1928
B

1	5	75
3	5	75
5	5	75
6	10	150
9	5	75
10	5	75
13	20	300
14	5	75
18	5	75
20	20	300
25	5	75
27	20	300
30	5	75

75
\$1725

cl \$250

	Nov	1929
2	5-	75-
3	20	300
6	5-	75-
9	5-	75-
10	20	300
13	5-	75-
15-	5-	75-
20 17	20	300
20	5-	75-
21	5-	75-
24	20	300
		1725-

See \$100

20 12 - 19~~2~~8

1	20	300
4	5-	75-
7	5-	75-
8	20	300
11	5-	75-
13	5-	75-
15	20	300
18	5-	75-
22	20	300
27	5-	75-
29	20	300
		2250

cl. ee \$ 150

1-1929

2	5-	75-
4	5-	75-
5	10	150
8	5-	75-
10	5-	75-
12	10	150
15	5-	75-
17	5	75
19	10	150
22	5-	75-
24	5	75-
26	10	150
29	5-	75-

\$ 1725-

See \$100

2 - 1927

2	10	150
5	5-	75-
7	5-	75-
9	10	150
12	5-	75-
14	5-	75-
16	10	150
19	5-	75-
21	5-	75-
23	10	150
27	5-	75-
		1125-

See for ~~total~~ \$ 100

3 - 1929

2	10	150
5	5	75
7	5	75
9	10	150
12	5	75
14	5	75
16	10	150
		<u>750</u>

See for \$150

~~3~~ - 1929

2
4
6
7
11
13

5
5
10
5
5
10

75
75
150
75
75
150

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REFORMATTED**



VIRGINIA.

CIRCUIT COURT OF THE COUNTY OF NANSEMOND.

Mary Jackson, Administratrix
of the Estate of George L.
Jackson, deceased Complainant.

vs. In Chancery. Commissioner's Report.

Henry Jackson Defendant.

To the Honorable,

The Circuit Court of the County of Nansemond, Virginia:

Your commissioner, the undersigned, to whom this matter was referred by a decree of reference of this honorable court, duly made and entered in this cause on the 25th day of January last past, respectfully reports to this court, as follows:

That this cause was set for hearing before him on the 7th day of February last past at 2.30 o'clock in the afternoon thereof, at his office, 105 East Washington Street in the city of Suffolk, Virginia, at which time and place, the hearing was adjourned by consent of counsel to the office of Saunders and Hutton, 103 West Washington Street, in said city, to be held forthwith; that he was attended by W.W.Foreman and John H. Fulcher, of counsel with the complainant, and J. Melvin Lovelace, of counsel with the defendant, and that thereupon the depositions of Henry Jackson, Elizabeth Hall, Columbus Parker, Mat Key, E.E.Jones, Andrew J. Brown and T. MacSwain, were duly taken by stenographer and reduced to writing; that it was stipulated and agreed by and between counsel for the respective parties, that the depositions of the respective witnesses in this matter be not signed by them, but be accepted by all parties ~~y~~ hereto with the same probative force and effect as though they had been signed by each witness; that at the conclusion of the last named deponent's examination, adjournment was taken to the 12th day of February aforesaid, at the same time and place; that at the day and hour to which such adjournment was taken, he was again attended by the same counsel for the respective parties, and the depositions of B.A.Kelley, Ernest L. Folk, junior, M. Anderson Maxey and that of Henry Jackson (recalled), were taken, in like manner; that upon the conclusion of the last mentioned deposition, adjournment was again taken to the 19th day of February aforesaid, at the same place and hour; that at the day and hour to which such adjournment was taken,

he was again attended by the same counsel for the respective parties, and the depositions of Mary Jackson, Wiley H. Crocker, John H. Fulcher and Henry Jackson (again recalled), were taken, in like manner, and thereupon the taking of depositions was ordered closed, and your commissioner set the cause for argument before him at his office aforesaid, on the 28th day of February aforesaid, at the hour of 2.30 o'clock in the afternoon, as to what constitutes a partnership under the facts deposed to in this cause.

That at the time and place so set for said argument, counsel for the complainant moved for leave to open the taking of depositions, that they might further examine Wiley H. Crocker, and your commissioner granted said motion, and set the time for hearing the same on the 4th day of March now instant, at the hour of 2.30 o'clock in the afternoon, and his own office as the place, at which time and place the said hearing was adjourned to the 8th day of said March, at which time and place he was again attended by the counsel for the complainant, counsel for defendant failed to appear, nor did the defendant appear at such hearing, said counsel for defendant stating to your commissioner that he did not deem it necessary, and thereupon the further ~~de~~ deposition of said Wiley H. Crocker was taken by your commissioner and by him reduced to writing, and the ~~he~~ hearings thereupon were duly closed; and counsel asked leave to submit briefs instead of oral arguments, which was granted, and which they have accordingly done.

The depositions so taken as aforesaid are annexed to and form a portion of this report, and the briefs are also returned and filed herewith, but do not form any portion of this report.

Your commissioner reports that all necessary parties are properly before the court.

Your commissioner further reports that all of the personal property now on the premises on Second Street, Saratoga Place, in this county excepting two small mirrors, are the property of the partnership existing between George L. Jackson and Henry Jackson, the business of which was conducted in the name of "George L. Jackson", which personal property is set out in the complainant's bill of complaint, and consist of one floor show case, one wall show case, four panel mirrors, one coffee urn, one counter with marble

top, one wall cabinet, four chairs, six stools and ten counter stools, all of ~~the~~ the present value of \$100.00; three white enamel tables, one heater (#214 Richmond) and pipe of the present value of \$30.00; one bed, one spring, one cotton mattress and one oil (four burner) cook stove and oven, of the present value of \$55.00, and one refrigerator and one army blanket of the present value of \$28.00, together with license for said business of unestimated value, all on said premises.

Your commissioner further reports, that as to the crockery, cutlery and cooking utensils in said restaurant, he is unable to determine whether it is partnership property or not, the defendant and his sister, Elizabeth Hall both depose that Henry bought it from the estate of his mother, and it is not contradicted by the complainant, so that whether Henry simply loaned them to the business, or contributed them as a part of the partnership assets, cannot be determined from the testimony, and there is no testimony as to the quantity or quality thereof, nor of the value of same.

Your commissioner further reports that the estate of George L. Jackson and Henry Jackson, are entitled to said property, and are entitled to share therein share and share alike, subject to the claim of the estate for its share in the net profits arising from said business between the sixth day of September last past, at least, and the determination of this suit, unless a receiver be appointed to take charge of said business in the meantime; that those profits in said business can scarcely be determined from the testimony before the court, except that Henry's testimony discloses that the receipts arising from said business amounted to from \$25.00 to \$30.00 per week (vide p. 40 of depositions). Henry kept absolutely no account of either receipts or disbursements, except as to the latter he has produced a roll of paid bills, and also a blank (composition) book pretending to be an account of moneys paid out between the 1st day of October last past and the 16th day of March, now instant, but what the payments were for, except for ice entered as a foot item for each month, does not appear, An inspection of this book shows almost beyond peradventure to have been but recently written out and such entries were not made contemporaneously with the supposed disbursements, and savors clearly of an attempt to cover receipts, and is absolutely worthless as evidence of any matter whatever, and appears to be an at-

tempt to foist upon your commissioner and this court in turn false evidence in order to exculpate this defendant from any liability to this estate.

Your commissioner is of the opinion from the depositions and demeanor of the witnesses before him, and so reports and recommends to the court, that a receiver^r should be appointed for this business to take immediate charge thereof, or else that the same should be sold, and the proceeds impounded to await the further order of this court. Your commissioner further reports, that in his opinion from the conduct of this defendant, he should be charged with at least the maximum estimate of receipts in said business, namely, \$30.00 per week, from the 6th day of September last to date, and possibly from the date George Jackson was taken sick, when the receipts fell off precipitately, namely from 1st day of July last past, being twenty-seven^{seven} ~~six~~ weeks in the first instance or thirty-six weeks in the latter, which would charge him with receipts of from \$810.00 to \$1,080.00. The bank pass-book offered in evidence of the account of George L. Jackson with the American Bank and Trust Company covering from April 4, 1927 to September 4, 1928, shows a clear list of deposits in cash until the item of July 9, 1928, when the first discount of a note takes place, and with rare exceptions do the deposits appear as below \$40.00, while under Henry Jackson's exclusive management the deposits suddenly drop to \$19.00 or less, and in one instance as low as \$5.00. Your commissioner is unable from the available data to state an account between these parties that he believes would render justice between them. Your commissioner further reports that in his opinion in order to give the complainant complete relief herein, this matter should be sent to the law side of this court, on a feigned issue, and a jury empanelled to advise this court what damages, if any, should be awarded against the defendant, because of his failure to keep proper books and accounts to the end that he might, when called on to do so, to give a full and faithful account of all his actings and doings in this matter, and even if his present contention was true, that there was no partnership existent between them, but that the estate owned the business, he ought the more carefully been keeping the business in shape that he might account for all receipts and disbursements. Your commissioner feels compelled to wholly disallow the pretended account book and all that it contains; that

as to the paid bills, the court should allow him all that he has presented, for the reason that they are original bills, and bear clear evidence of payment by the defendant, and they total the sum of \$300.22, and the further sum of \$112.00 for rent of store, where the business is carried on, making a grand total of \$412.22.

And your commissioner further reports that Henry Jackson claims to be the sole owner of the two small mirrors situate in the business premises, and he seems to be supported by his sister Elizabeth Hall, that he purchased them from his mother's estate; whether that is true cannot be denied by the complainant, as the mouth of her decedent is sealed in death, and there is no other witness to gainsay their depositions on this point.

Your commissioner further reports that the license for the conduct of that business was unlawfully taken out by Henry in his sole name as the exclusive owner thereof, as, at the very best he is but the owner of one moiety thereof, and the administratrix should have been joined in that license, as the estate is joint owner with him, notwithstanding his disclaimer of such partnership at this time, and if his present contention that he is not the owner of the business at all is true: if this latter contention were true ~~the~~ then he clearly had no right to take it out in his individual name as sole owner. This license, like the chattels, in your commissioner's opinion is likewise the property of the estate and Henry Jackson, jointly.

Your commissioner further reports that the purported sale to Henry Jackson by the Southern Furniture Company of certain chattels mentioned in the contract exhibited herein, is null and void, because the repossession did not take place ^{if at all,} until after the death of George, and therefore the claim of the Southern Furniture Company became a provable debt against the estate of George L. Jackson, unless some action is taken by the administratrix or a demand, at least, should be made on her to carry out the provisions of the contract, by the creditor, and her refusal to do so, and until one or other eventuality takes place the creditor could not exercise any power over the chattels, most certainly not without the judgment of a competent court to determine their rights in the matter, and further, the intention of the creditor prior to the death of George to repossess the goods, if not acted on until after the death of George, if attempted then, is clearly contrary to

both law and equity. Further, an inspection of the contract made by George L. Jackson shows that there was \$12.50 payable on it at the time of his death, and not \$17.50, as testified by the witness, B.A. Kelley, nor was he more than thirty days in arrear as was testified, as the last payment appears to have been made August 27, 1928, and George died ~~ten~~ twelve days later, and it is clear that the creditor had no lawful right to seize that property and dispose of it to Henry or any other person whatsoever. The seizure and sale is contrary to law, equity and good conscience, and therefore the title claimed under it cannot be allowed herein, and your commissioner therefore reports that he has disallowed the said claim accordingly. That the chattels so seized and resold, are as follows: One mattress, three enamel kitchen tables, one #214 Richmond Heater and pipe.

Your commissioner further reports, that the arriving at a just conclusion relative to the amount of money on deposit in the American Bank and Trust Company, namely, \$1,000.00, has given him far greater trouble. A careful reading of the depositions returned herewith, in some of their aspects would seem to point to Henry Jackson as the sole owner, but that is but the first impression, and several of the witnesses have given a slight foundation for that conclusion, but studying it, and taking into account the full conditions, it becomes flimsy in the extreme. ~~Two~~ The bank pass-book relating to this account was balanced on the 4th day of October last, and shows that ten vouchers were returned at that time. ^{Three} ~~Two~~ of these check were produced to your commissioner, the remaining ^{seven} ~~eight~~, appears to be in the files of another action between these same parties, in this court, now in possession of the clerk of this court. The ^{three} ~~two~~ vouchers produced to your commissioner were for the sums of ^{\$25.00,} \$7.91 and \$16.00 respectively, and clearly show that they were used in the discharge of partnership debts, the ^{\$25.00 check being on account of debt due Estate of E.L. Fulk} ~~first~~ ^{second} being for electric current and the latter for rent for the place of business. In his testimony Henry makes no mention of these sums as advancements made by him to George, nor did he claim any of the other checks to be advancements or loans by him to the decedent, and they were certainly large enough to be so claimed if there was any efficacy to it. Why was not the claim made? Your commissioner is of the opinion, and so reports, that he believes Henry did not so consider them, that as a matter of fact George was using the

money as he saw fit for his personal or business purposes.

The demeanor of Henry when on the stand was such as to raise a very grave doubt in your commissioner's mind as to the verity of his claim against this fund. Your commissioner is of the opinion, and so reports that he ~~believes~~ believes all of the payments made on account of the lots involved in the transaction from which this fund arose, with the exception of the initial payment of \$20.00 were made by George out of his own funds. Henry testified that the lots on the Norfolk road (the lots in question) were devised to him by his mother under her will. A perusal of her will shows that it contained no such provision. A view of the payments made show that they were all made anterior to the death of Mary V. Jackson, and if she had any manner of interest in them, why was it not mentioned in her will, as was all of her other property. The natural conclusion was that she had none, therefore she mentioned none. There has ^{been} ~~been~~ no reason whatsoever, so far as your commissioner can learn, why Henry, if the funds were his, should in every instance send the money by his brother George, and then have George take up the deed for him, and have George instruct the witness, Crocker, what price to sell the lots for, these would be the circumstances if the Witness, Crocker, is to be believed, although Henry states that he paid the moneys, gave the instructions for the sale of the land, received payment, and he, himself discharged the trust deed that was a burden on the lots at the time of sale. Who is telling the truth in this matter? Let us see. Henry stated that he paid Crocker the final payment saying that he tried to draw a check to Crocker's order for \$385.00, and failed, and that then Crocker drew a check for the sum and Henry signed it. ^{Henry cannot find this check although he claims to have made search for it} Crocker said Henry never paid him one cent. Henry in his story got the sum of the two last payments together and forgot to look at the dates; they were not made on the same day, the first of them was made April 7, 1919, for \$100.00 and the last March 5/ 1920 almost a year later, of \$285.00. At first Mr. Maxey testified that Henry had paid the trust deed, but on being shown his receipt for the money as having been paid by Wiley H. Crocker, he modified his testimony. Crocker testified that he never received any money from Henry, and that the only time Henry appeared in the transaction at all, was when the property had

been sold to Herman and Levy, it was necessary to have him sign the deed. That was the only dealing Crocker had ^{with Henry} in the matter. This is the testimony of an entirely disinterested witness against one attempting to establish a sole claim to that fund.

An attempt is made to bolster up the claim of Henry to that fund by the introduction of the witness, Ernest E. Jones. If the facts were exactly as he stated them, there could be absolutely no question about the validity of Henry's claim to the funds. But he was testifying from recollection, and a mental impression, and further, as to the positive statement that George said to him that the funds were Henry's, no one can contradict it. The question then arises as to whether George was telling the truth to the cashier of the bank? The whole structure around that deposit is so shot with misrepresentation, that your commissioner is compelled to the belief, and reports that for reasons of his own, George did not want it ^{so} known that that fund belonged to himself, and was therefore using his brother for a quasi trustee; that which gives strong color to this is that George handled the whole transaction out of which this fund arose, except the bare execution of the necessary deed, and when the deposit was made he insisted that no check be paid out of that fund unless it bore his countersignature. Why? Henry and some of his witnesses say, to protect him against his harpie friends, because Henry is so soft hearted, while the checks that were drawn and paid, clearly show that the checks that were paid were for George's personal benefit, or were used in the business. Henry already had a checking account of several hundred dollars, but it was not thought necessary to have George's signature on his checks against that account in order to protect him against his foolish wastefulness. Your commissioner reports that he is of the opinion that Henry Jackson holds these funds as a resultant trustee for the benefit of his brother's estate, and decree should be given that he surrender them to the administratrix of George's estate, that they may be administred with the other assets.

As to what terms, or agreement between the two brothers these funds were held by Henry, the only conclusion that can be reached is that he should hold them secretly as trustee, and disburse them only as George by his countersignature should authorize.

Your commissioner further reports that he finds that in his opinion

that no partnership existed between George L. Jackson, now deceased, and the defendant, until on or about the first day of February, 1928, but that he is of the opinion that there was a partnership after that date until the time of George's decease on the 6th day of September last past; that he deems the change of condition between the two brothers to have been altered at the specified time because the defendant himself produced checks dated January 3, 10, 16 and 23d for \$10.00 each to his own order for his salary, and fails to produce any others, One other check of George L. Jackson's dated April 23, 1928, was produced, drawn to the order of defendant, and under examination by your commissioner the defendant denied that it was for a salary payment, but with which he paid bills connected with the business. Further, George Jackson had told his wife that he and Henry had become partners in that business; and Henry himself told John H Fulcher that he and George were partners in the business, which was before he considered it might be more to his advantage to be but an employee of his brother, and before he had consulted counsel in the matter. If there can be any claim for either wages or advancements, if no partnership obtained between them, your commissioner is of opinion, and so reports, that they are more properly a provable claim against the estate of the deceased, rather than of any probative force in this proceeding, and should so far as this suit is concerned, be disallowed. Any previous loans, etc. would naturally be taken into account when the partnership was formed, wherefore your commissioner reports that he is of the opinion that there is no indebtedness on the part of the estate of George Jackson to Henry Jackson for services, money advanced or otherwise, as all that he has put into the business, if anything, obtained the status of an investment by a partner, standing to win or lose in the transaction.

The only debt testified to that is outstanding against the partnership is due to W. D. Boyette, for "back bar" it was called, in the sum of \$20.00. The date of the contracting of that debt was unknown to the witness.

And your commissioner further reports that he finds that there is due to the Estate of George L. Jackson, deceased, by the American Bank and Trust company the sum of \$540.91, together with interest from June 30, 1928 to a period twenty days next preceding the paying of said funds over to the Administratrix, the complainant in this suit.

And your commissioner further reports that the work of complainant's counsel in this suit has been onerous, entailing an unusual amount of work and in his opinion, they are entitled to a fee that would compensate them for the work which they have done in the matter, but the amount of assets herein do not warrant a larger fee, without it amounting to at least a partial confiscation of the assets, yet he believes, and so recommends such fee as he deems reasonable under all the circumstances, of the sum of one hundred and twenty-five dollars be allowed and paid to them in this matter.

Your commissioner further reports that he has spent in the taking of the depositions, reading and studying of the briefs of counsel for both complainant and defendant, examining law independently, and the formulating and drawing of this report, the major portion of twelve days. Your commissioner makes this report as to his own time spent on this matter for the information of the court, that it may know that the matter has not been lightly passed on by your commissioner, and this report has been brought into the narrowest compass consistent with making it intelligible.

Your commissioner has not marked the papers offered as exhibits as he deems them sufficiently identified by reference in the depositions and they are all returned with this report, although not attached hereto.

Respectfully submitted this twenty-seventh day of March A.D. 1929.

John H. Palmer

Commissioner in Chancery.

Fees:

Commissioner	\$ 100.00
Stenographer	25.20
Clerk, copy will	1.50
Clerk, list of sales ..	1.50
City Sergeant, serving Commissioner's sums	<u>1.00</u>
Total:	\$ 129.20

VIRGINIA. CIRCUIT COURT OF THE COUNTY OF NANSEMOND.

Mary Jackson, Administratrix of the
Estate of George L. Jackson, deceased Complainant,

vs. In Chancery. Stipulation.

Henry Jackson, Defendant.

It is stipulated and agreed that notice of the time and place of taking depositions in this matter be dispensed with, and that February 7, 1929, at two ^{thirty} o'clock in the afternoon ~~and~~ be fixed as the time, and the office of the Commissioner, John H. Palmer, 105 East Washington Street, Suffolk, Virginia, as the place, for the taking of such depositions.

Dated at Suffolk, Virginia,
February 4, 1929.

W. W. Forman & J. H. Fulcher
Attorneys for Complainant

J. Melvin Lovell
Attorney for defendant.

THE COMMONWEALTH OF VIRGINIA:

To the Sergeant of the City of Suffolk, GREETING:

WE command you that you summon Wiley H. Crocker and Bud Baker to appear before me, the subscriber, one of the Commissioners in Chancery of the Circuit Court of the County of Nansemond, to whom the cause of Mary Jackson, Administratrix of the Estate of George Jackson, deceased, complainant against Henry Jackson, defendant, has been regularly referred by decree of reference duly made and entered in said cause, at my^o office 105 East Washington Street, Suffolk, on the 7th day of February 1929, at 2.30 o'clock in the afternoon, to testify and the truth to say in behalf of the complainant in said matter of controversy now pending and undetermined in our said court.

And have then there this writ.

WITNESS my hand, as such commissioner in chancery this 31st day of ~~February~~ January A.D. 1929, and the 153d year of the Commonwealth.

John H. Palmer

Commissioner in Chancery of the Circuit
Court of the County of Nansemond.

2/2/29 1929
Executed By *Bud Baker*
St H C hum
City Sergeant

2/2/29 1929
Executed By *St H C hum*
By *West Crocker*
City Sergeant

and not finding him there, nor his wife, nor any member of his family since the age of sixteen years, I posted a copy thereof to the door of his dwelling house, the usual place of abode in the city of Suffolk.

St H C hum
City Sergeant
Deputy Sergeant

Circuit Court of the County of Nansemond.

Mary Jackson, Admx. of the Estate of George Jackson, deceased,

Complainant

vs.

Henry Jackson

Defendant.

In Chancery.

On Bill, etc.

Sub. ad. Test.

Returnable Feby 7, 1929.

John H. Fulcher

W. W. Foreman

p.q.

W H Crocker
321 E Wash
Bud Baker
City Sergeant

J. H. to pay Service fees

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mary Jackson, Administratrix of the
Estate of George L. Jackson, deceased.....Complainant

Vs. IN CHANCERY

Henry Jackson.....Defendant.

Depositions of witnesses taken before John H. Palmer,
a Commissioner in Chancery for the Circuit Court of Nansemond
County, Virginia, pursuant to ^{stipulation} ~~notice~~ hereto annexed, at the
Law Offices of Saunders & Hutton, Suffolk, Virginia, February
7th, 1929, at 2:30 P. M., to be read as evidence on behalf
of the complainant ^{and defendant} in the above-entitled cause, pending in the
Circuit Court of Nansemond County, Virginia.

* * * * *

Present: ^EForman & Fulcher for the Complainant.

Mr. J. Melvin Lovelace for the Defendant.

* * * * *

Direct Examination by Mr. Lovelace:

Henry Jackson, being duly sworn deposes and says:

Q. State your name and age?

A. Name, Henry Jackson; age 41.

Q. Please state your residence?

A. Pine Street, Suffolk, Va,

Q. Where do you stay most of the time?

A. I have been staying in Saratoga Place for the last six
months.

Q. What is your occupation?

A. Right now I am trying to run a restaurant.

Q. Where are you running this place of business?

A. Second Street, Saratoga Place.

Q. It is alleged here in this bill of complaint, filed by
Mary Jackson, Administratrix of the Estate of George L.

Jackson, deceased, that you and George L. Jackson were doing business together as partners under the firm name of George L. Jackson?

OBJECTION: Question is leading.

A. I was working for a salary.

Q. What salary were you to receive?

A. I was to receive Ten (\$10.00) Dollars per week.

Q. By whom were you to be paid?

A. George L. Jackson.

Q. Was George running the business himself?

A. Yes sir.

Q. Where was he running the business when you started to work for him?

A. He was running the business on the corner of Second Street until the first of March.

Q. What place?

A. Corner of Second Street, Saratoga Place, and Linden Avenue, extended.

Q. What year was that?

A. That was 1928.

Q. When did you begin working for George L. Jackson?

A. I began working the first of the year, 1928.

Q. I believe you stated what salary?

A. Yes sir.

Q. How much did he pay you?

A. One Month's salary, for the month of January.

Q. Has he paid you any money since that?

A. He has not.

Q. When did George L. Jackson die?

A. In September.

Q. Then he owed you, in the way of salary, from February 1st, 1928, until his death in September?

A. Yes sir.

Q. Now, they state in here that the following goods and chattels were left in this building and belong to the business in which they claim we own a one-half interest. I will name them to you and let you explain about each article.

First: The floor show case. Where did that come from?

A. E. L. Folk's.

Q. Who paid for this show case?

A. I paid the first Twenty-five (\$25.00) Dollars on this stuff.

Q. Who paid the balance?

A. Well, I think he has paid about three payments on it.

Q. How much were the payments supposed to be?

A. I suppose what he could pay on it.

Q. How much have you paid on it since George's death?

A. I have paid Forty-five (\$45.00) Dollars.

Q. Have you finished paying for it?

A. I have.

Q. Did Mr. Folk, and then, after George's death, threaten to take this stuff back?

A. OBJECTION: He is leading the witness.

Q. Did Mr. Folk come to see you about this matter after George's death?

A. He was looking for me and he saw my cousin, C. F. Jackson, and he told me about it. I went up there to see him and I paid him \$10.50 on the note in the National Bank. That was before George was buried.

Q. Have you got your receipts?

A. I have some. I have got the last two I paid.

Q. You stated that you paid \$25.00 to Mr. Folk. I will ask you if this is the check you gave Mr. Folk on this account?

CHECK offered in evidence and filed as Exhibit.

A. Yes, that is the check.

Q. I have two notes here, one for \$25.00 and one for \$15.00,

payable to E. L. Folk estate. Will you state whether those notes were given to secure the payment -

OBJECTION: He is leading the witness.

Q. What were those notes given for?

A. They were given for the furniture in the shop; show case, counter, urn and mirrors.

Q. These stools, where did they come from?

A. The stools came from a man who ran a restaurant down the street - I don't know his name. I was working at the school at that time. My brother sent for me and said he wanted \$30.00 to buy the stools with. That was about twelve o'clock at day and I gave him the \$30.00 and went back to the school, and when I came back to the shop the stools were there.

Q. What was the \$30.00 used for?

A. To buy those stools from that man.

Q. Has he paid you back the \$30.00 you loaned him to buy those stools?

A. No sir.

Q. Are you claiming title to these stools by reason of having paid for them?

A. They ought to belong to me for having paid for them.

BY THE COMMISSIONER:

Q. You speak of your brother. Is that George L. Jackson, who died?

A. Yes sir.

By Mr. Lovelace.

Q. Where did the chairs come from that were in the place?

A. From E. L. Folk's.

Q. Were they included in that list of stuff that was bought and for which you finished paying?

A. Yes sir.

Q. The back bar cabinet, where did that come from?

A. That Back Bar Cabinet came from W. D. Boyette.

Q. Who bought that?

A. George was supposed to pay for it but he has not paid for it yet.

Q. Is it still owing for?

A. Yes sir.

Q. How much is still owing Mr. Boyette on this cabinet?

A. Twenty (\$20.00) Dollars.

Q. How much is the cabinet worth?

A. I don't know what it is worth hardly, but George had that cabinet for the last seven years, I reckon. I thought he had paid for it myself until Mr. Boyette came and asked me about it.

Q. About the mirrors, where did they come from?

A. Two of those mirrors never belonged to him personally. I bought them after my mother died.

Q. Q. The wall mirrors, where were they bought?

A. Folk's.

Q. The small mirrors in there, whose mirrors are they?

A. They belong to me for I bought them after my mother died, from my sister and them.

Q. The coal heater, whose is that?

A. That came from Mr. Kelly.

Q. Who paid for that?

A. I paid for it.

Q. What other things did you buy from Mr. Kelly?

A. I bought nothing but the two stoves from Mr. Kelly.

Q. When did you buy the stove?

A. I bought one stove in November and George, he bought the other stove in March, and the tables and a mattress in September.

Q. In whose name was this stuff bought from Mr. Kelly?

A. It was bought in George's name first.

Q. Did George pay for it?

A. He paid for some of it. I don't know how much he paid.

Q. How much have you paid since?

A. I cannot exactly tell you. Mr. Kelly can tell you, I haven't the receipts up here.

Q. These are the tables and chairs that are used to serve meals on?

A. That is just the tables. The chairs came from Mr. Folk.

Q. The silver and chinaware, where did they come from?

A. That silver and chinaware belong to me.

Q. You bought it?

A. I bought it after my mother died.

Q. Was it the stuff that your mother used before her death?

A. Yes sir.

Q. What else is there in the store that you are running now?

A. That is about all, I think.

Q. Who has paid this rent since George's death?

A. I have paid it since he died.

Q. Was George behind any in his rent when he died?

A. A month.

Q. Have you since paid that?

A. Not yet I have not.

Q. I guess he owed it to Mr. Holland.

BY THE COMMISSIONER:

Q. Do you owe it or does his estate owe it?

A. Well, I was there. I started paying in September. I know I have paid it since then.

Q. Do you consider yourself as owing that rent as well as the estate of George Jackson owing it?

A. No sir.

BY MR. LOVELACE:

Q. Henry, was there any partnership between you and George?

A. No sir, not a bit.

Q. Did you consider you owed this rent when George died or did you owe it?

A. I consider George owed it but Mr. Holland told me like this:

* * * * *. I told Mr. Holland as soon as I got the money I would pay this rent.

Q. Now tell the Court about this money that is in the bank and which they claim is a partnership fund?

A. That money that is in the bank I sold two lots to Mr. A. Herman on the Fairground.

Q. What did you get for these two lots?

A. \$1500.00.

Q. Did you owe anything on the lots?

A. I did.

Q. Who did you owe that to?

A. I owed Mr. Maxey \$275.00.

Q. Did you pay that off?

A. Yes sir, that was paid off.

Q. And you got a check for the difference?

A. Yes sir.

Q. Who did you get this check from?

A. It came from Mr. A. Herman.

Q. You got the check, a difference from the amount of the deed of trust and the purchase price?

A. Yes sir.

Q. Where did you deposit this check, if you deposited it at all?

A. It is deposited in the American Bank.

Q. Why was it that George Jackson's name appeared on the slip at the bank?

A. He got the check before I did, he got it and he just put it in there, a thousand dollars on interest.

Q. What was done with the balance of the check?

A. The balance was put in my name.

Q. Whose money was this?

A. It was my money, all of it was mine. They were my lots and George put it in there to keep me from throwing the money away.

Q. This check that you gave Folk, was it drawn on that account?

A. Yes sir.

Deed of trust introduced in evidence showing this
deed of trust to Mr. Maxey on these lots in question.

Q. How much money have you on that account in the bank at present?
Do you know?

A. \$540.91.

Q. At the time you made this deposit who did you go to see in the bank about making it?

A. Mr. Jones.

Q. Which Mr. Jones is that?

A. The cashier.

Q. You mean Mr. E. E. Jones?

A. Yes sir.

CROSS-EXAMINATION BY W. W. FORMAN:

Q. Now, Henry, you stated here that there was a partnership existing between you and your brother, George?

A. No sir, no partnership.

Q. And you also stated that you ^{were} employed by him at a salary of \$10.00 per week?

A. Yes sir.

Q. And that you started to work January 1st, 1928?

A. I started working for a salary January 1st, 1928.

Q. And that up until the time of his death, which occurred September 6th, 1928, he had only paid you one week's salary?

A. I said one month.

Q. How much was that?

A. That was \$40.00.

Q. How much time did you put in at this place while there?

A. I was there every day.

Q. All day?

A. Yes sir.

Q. How much money did you have to your own credit when you went there?

A. I can't tell you, about \$300.00 or \$400.00. When I went there I think I had that much there.

Q. What did you live on during all the time you worked there?

A. I didn't have nothing to pay, I was sleeping and eating.

Q. Therefore you just lived on nothing?

A. I had some money in pocket all the time.

Q. How much did George owe you at the time of his death?

A. For six month's work.

Q. But you don't know how much he owed you?

A. Some months have five weeks, about as high as \$300.00.

Q. Did you ever ask him to pay you your salary?

A. No sir I didn't ask him.

Q. Worked all those eight or nine months and didn't ask him for any?

A. No sir. I paid him money.

Q. Why did you fail to make demand for your money?

A. I had some money myself and if he wanted anything he asked me for it and I gave it to him.

Q. How much did you give him during that time?

A. \$45.70 all told. (Checks offered in evidence.)

Q. Did George ask you for this money?

A. I would not have given it to him if he had not asked for it.

Q. Why did you not ask him for your money that was due you for your services during that time?

A. I knew how business was during that time. I knew there was not anything there. I knew he was not doing anything. I would not worry him to death about money.

Q. Where did you get the \$300.00 you say you had when you went there?

A. I worked for it, sir. I was working at the public school.

BY MR. LOVELACE:

Q. What school?

A. Jefferson High School.

BY THE COMMISSIONER:

Q. What were you doing there?

A. I was janitor, getting \$75.00 per month.

Q. When was that?

A. I stayed there two and one-half years.

Q. That was prior to this business?

A. Yes sir.

Q. Have you a bank book/covering this * * * (Bank book sent for)

A. Yes sir.

BY W. W. FORMAN:

Q. You said something about a show case. You say it was bought from Mr. Folk?

A. Yes sir.

Q. Did you contract for that?

A. George contracted for it.

Q. Can you explain the payments if George made the contract?

A. He paid after he made it, but he asked me for a check for \$25.00 to make the first payment.

Q. When was this contract made?

A. Some time in September, March or February, one. We moved in March.

Q. What year was that?

A. 1928.

Q. Did you not say awhile ago that you moved in August?

A. No, I aint never said nothing about August. I said March.

Q. Were you present when the goods were bought?

A. I was not.

Q. Do you know what else was bought?

A. I know what was bought there.

Q. What were the other things that came?

A. I told you chairs, show case, counter, mirror.

Q. What did the whole bill amount to?

A. \$100.00

Q. Henry, have you ever had any conversation about that business out there?

A. No sir.

Q. Were you not partners with your brother?

A. No sir. I told Mr. Lovelace I was not in partnership with him.

Q. Have you not discussed it with anybody else?

A. No sir. I know I wan't in partners with him.

Q. Are you certain ?

A. I am.

Q. You are certain that you have never talked to anyone else about it?

A. Unless someone asked me about it I told them that I was not in partners with him.

Q. You said that the stools were purchased from another fellow?

A. Yes sir.

Q. What stools were they?

A. The white stools.

Q. How many?

A. There were seven I think.

Q. You say they were white stools?

A. Yes sir.

Q. Who bought those?

A. I gave him \$30.00. He sent for me and I gave him \$30.00.

Q. Where were the chairs bought?

A. They were bought from E. L. Folk.

Q. When were the wall mirrors bought?

A. When the furniture was bought.

Q. Who were they bought from?

A. E. L. Folk, all except two of them.

Q. How many of them are there?

A. I think there is five of them, seven in all, five from Folk's; the other two were mine personally.

Q. Where did you get them from?

A. I told you first I got them from my mother's estate after she died.

Q. How many heaters did you have in the place?

A. One.

Q. Who did you buy that from?

A. It came from Mr. Kelly, Suffolk Furniture Company.

Q. On your direct testimony you said the chairs and some other things were bought, and some were paid for by George and that you paid for some?

A. I did.

Q. How much of it did you pay?

A. I cannot tell you, I think the receipts will show. Mr. Kelly can tell you how much I paid.

BY THE COMMISSIONER:

Q. Did you pay for them in cash or check?

A. Cash.

Q. Was that before George died?

A. After George died.

Q. You had not paid anything on them before he died?

A. No sir.

BY W. W. FORMAN:

Q. You said you bought the silver and chinaware after your mother died?

A. I bought everything after my mother died that she had in the shop there, even the gas stove.

Q. Who did the cash register, refrigerator, coffee urn and

soda fountain belong to?

A. The soda fountain belonged to George.

Q. To whom did the cash register belong?

A. That belonged to George.

Q. Who did the coffee urn belong to?

A. That was bought with the furniture from Folk. That lot.

Q. Who did the refrigerator belong to?

A. That was bought from Mr. Kelly.

Q. Was George in this business prior to the death of your mother?

A. No sir, he was in business on the block. Was the same kind of business. He ran a bootblack parlor and soda fountain right there where he is now.

Q. Did you ever come to George's place he operated on the block?

A. I was working with my mother there.

Q. Did he serve sandwiches and hot chocolate from that fountain?

A. No sir.

Q. He did not?

A. No sir.

Q. And you are certain that you have not told anyone in a conversation that you were in a partnership with George?

A. If anybody asked me I told them I had never been in a partnership with George.

Q. Now, coming down to this money in the bank. You say that you got that money from the sale of two lots?

A. I didn't get it all from the sale of the lots.

Q. The \$1500.00 I mean?

A. Yes sir, that came from the sale of the lots.

Q. Who did you sell those lots to?

A. Mr. A. Herman. Mr. Crocker sold it.

Q. Did anybody else have anything to do with the purchase price of them?

A. No sir, nobody but him.

Q. Was nobody associated with Mr. Herman in the purchase of it?

A. I cannot tell.

Q. Did you sell it direct or through an agent?

A. I told you Mr. Crocker sold it.

Q. Where did you get the lot?

A. My mother gave them to me. My mother gave them to me. She had not paid for them. I paid Mr. Crocker \$385.00, the balance on them, myself.

Q. When did you make that payment?

A. I cannot tell you the time. I think it was in 1920.

Q. Did you pay it by cash or check?

A. Yes sir.

MR. LOVELACE: I object to this line of testimony. The records in the Clerk's Office will show where he got it.

Q. Did you pay that \$385.00 by check or cash?

A. I paid a check. Mr. Crocker wrote the check and I signed it.

Q. On what bank was that check drawn?

A. On the American Bank.

Q. Was that from your personal account?

A. Yes sir. I bought the lot before my mother died.

Q. Do you have that cancelled check?

A. No sir. I been looking for it but I cannot find it. I searched home high and low and cannot find that check.

Q. When you sold the lot was the check given you direct?

A. No sir he gave it to my brother.

Q. To whom was the check made out?

A. William H. Jackson.

Q. Did you have a personal account at that time?

A. When the check was given?

Q. Yes?

A. Sure, I gave him a check. I have had a personal account ever since before I went to camp.

- Q. How can you account for the fact that you thought it necessary when you got this check to have it deposited jointly between yourself and your brother and it was not necessary to do that when you deposited all the other money you had?
- A. He got the check and he said he sent for me and he said, "Henry, in order to keep you from throwing this money away he wanted me to sign my name to it and you sign yours" and I did and \$139.99 I deposited to my own credit.
- Q. How much did you pay for the lots when you first bought them?
- A. I paid \$385.00. I do not know how much my mother had paid for them.
- Q. Is that the only payment you ever made on them?
- A. Yes sir.
- Q. Are you positive of that?
- A. Yes sir.
- Q. Then you say that aside from the payment that your mother had made on this property only \$385.00 was paid by you and it was paid at one time, and that is all that has been paid?
- A. I paid \$385.00. That is all I paid.
- Q. Did you give this check to Mr. Crocker yourself?
- A. I started to writ the check myself and got it wrong and Mr. Crocker wrote it and I signed it myself.
- Q. Where did this transaction take place?
- A. Mr. Crocker's office.
- Q. Who else was present except you?
- A. Nobody but me and him.
- Q. You are sure of that now?
- A. I don't think there was anybody else, it has been so long ago. I can tell you before I bought the lot Mr. Crocker said George and Lizzie had to sign for it.
- Q. Your mother was living at that time?
- A. She was.

Q. Did you negotiate this sale or did you get Mr. Crocker to do it?

A. Mr. Crocker did it.

Q. How many times did he consult you before the deal was consummated?

A. He did not consult me at any time. He asked me about it and I told him to sell it for me if he could and I told him my price.

Q. When was that?

A. That was about a year before I sold them.

Q. And then he said nothing else about them until he arranged for the sale, which was a year after that?

A. He brought me \$25.00 one Sunday on the option.

Q. At the time that you talked to him about this, that is a year before the sale was made, did you tell him how much you expected for the lots?

A. I told him I wanted \$1500.00.

Q. That was a year before the sale was made?

A. I reckon it was about a year.

Q. You say now that there is the sum of \$540.91 left to that account?

A. Yes sir.

Q. What has been done with the other?

A. Well, I loaned some and used some myself.

Q. Did you loan any of it to George?

A. Yes sir.

Q. Do you have any idea how much you loaned him?

A. No sir.

Q. Did it ever occur to you it was mighty bad business to make loans and not keep account?

A. I always do that.

Q. It is your custom to loan money and not keep account?

A. That is my general custom.

By Mr. Lovelace: OBJECTION: I object to this line of testimony because it is not set out in the bill.

W. W. Forman.

Q. Did you personally deposit this check when you got it?

A. I was there when it was deposited. I signed for it and he signed for it.

Q. You were there when it was deposited?

A. Yes sir.

Q. But you did not deposit it yourself?

A. George deposited it, both of us signed for it.

BY THE COMMISSIONER:

Q. To whom was the check made out when you deposited it?

A. To me, William H. Jackson.

Q. Did George endorse the check as well as yourself?

A. No sir, no one endorsed it but me.

RE-DIRECT EXAMINATION BY MR. LOVELACE:

Q. The money that was taken in over there at the store, who deposited that money?

A. I deposited some and he deposited some, Columbus Parker.

BY THE COMMISSIONER:

Q. In whose name was it deposited?

A. It was deposited in the name of George L. Jackson.

Q. The store account was deposited in George's name?

A. Yes sir.

Q. Whose name was signed to the checks that were drawn on this account?

A. George L. Jackson signed his name to it, everyone of them.

BY MR. LOVELACE:

Q. Henry, this property that you bought on the Norfolk Road, was it bought before your mother died or after?

A. Before.

Q. Did your mother have any property, any real estate, at the time of her death?

A. No sir. She had some property on the Holland Road.

Q. But this property that you got from the Nansemond Development Company, was bought before your mother died?

A. Before my mother died, yes sir.

Q. That same property that you bought from the Nansemond Development is the same property on which you borrowed money from Mr. Maxey, is it not?

A. Yes sir.

And further this deponent saith not.

* * * * *

ELIZABETH HALL, being duly sworn, deposes and says:

Q. What is your name?

A. Elizabeth Hall.

Q. Where do you live?

A. East Washington Street.

Q. Are you a sister to Henry Jackson and to the late George L. Jackson?

A. Yes sir.

Q. Do you know anything about whether or not George and Henry were ever partners?

A. No sir, they were not partners.

Q. Tell the Court what you know about it and what you have heard either of them say about whether or not they were partners.

W. W. FORMAN: I object. The question withdrawn on objection of counsel.

MR. LOVELACE:

Q. How do you know they were not partners?

A. Because George opened the business himself.

Q. Where was Henry working prior to the time he went to work for George?

A. For the school.

Q. Did you ever hear George say anything about anyone being partners with him?

W. W. FORMAN: I object.

A. No sir.

Q. After your mother's death was there any personal property sold in the way of dishes, cooking utensils, mirrors, etc?

A. No more than what was in the shop.

Q. Who bought them?

A. My brother, Henry.

Q. What were they?

A. They were the chinaware and the silverware and the two mirrors.

Q. Have you ever been to George's place in Saratoga Place?

A. I have been over there once, but I don't believe I was in there more than a minute.

Q/ Do you know whether the mirrors that Henry bought at the sale of his mother's estate were in George's shop or not?

A. Yes sir.

Q. Do you know whether or not Henry owned any lots on the Norfolk Road or not?

A. No more than the two lots my mother left him; That is all I know anything about.

Q. He took these lots before your mother died, did he not?

A. Yes sir.

W. W. FORMAN: I object.

MR. LOVELACE:

Q. How was your mother buying these lots, on contract or did she have a deed for them?

A. I cannot tell you.

Q. You don't know whether she had ever gotten a deed?

A. No sir.

BY THE COMMISSIONER:

Q. Did your brother, Henry, pay for these chattels he bought from his mother's estate himself?

A. Yes sir.

Q. Was it his own money or the money he got from George?

A. It was his own.

BY MR. LOVELACE:

Q. Do you know of Henry ever getting any money from George?

A. No sir.

Q. Do you know of your own knowledge of George getting any money from Henry?

A. Yes sir.

Q. Was Henry inclined to work steady or was he one of these fellows that just drifted?

A. No, he worked all the time.

BY THE COMMISSIONER:

Q. Do you know of any reason why this \$1,000.00 should be deposited in the American Bank in the joint names of George and Henry, based on the theory that it would prevent Henry from squandering the funds?

A. Yes sir. He came down to the shop the day the lots sold and said that he was going to have his name put on there to keep Henry from throwing it away because he was soft-hearted.

Q. To whom was he liable to pay the \$1,000.00 if George did not act as a curb on him to keep him from spending it?

A. People borrowing money from him - his friends.

BY W. W. FORMAN:

Q. That is a matter of opinion, is it not?

A. Yes sir.

that
Q. You say/you never want in the place of business but once?

A. Sure.

Q. And yet you know positively they were not partners?

A. They were not.

Q. How do you know that?

A. Because he opened the business in his own name.

Q. That is all you know about it?

A. In his own name.

Q. Did your mother leave a will at the time of her death?

A. She did that.

Q. You said something about two lots that were left your brother, Henry, by her. Did she leave it by her will?

A. Yes sir.

Q. You are sure of that?

A. Yes sir.

Q. Are you no more certain of the other things you have testified to here than you are of that fact?

A. No sir.

BY THE COMMISSIONER:

Q. Did your mother leave a will?

A. Yes sir.

And further this deponent saith not.

* * * * *

Leave is herewith asked to file as an exhibit the last will and testament.

MR. LOVELACE: I would also like to move that the deed from Nansemond Development Corporation to Henry Jackson, dated the 8th day of March, 1920, and recorded on the 15th day of March, 1920, in Deed Book 94, page 108, be also filed as an exhibit in this matter, and that the deed from Henry Jackson conveying the same lots mentioned in this deed, to whomever it may be,

I think Mr. A. Herman, be filed as an exhibit in this case.

* * * * *

COLUMBUS PARKER, being duly sworn, deposes and says:

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

A. Name, Columbus Parker; age, 38 years; residence, Capitol Street, Lloyd Place, Jericho; janitor American Bank and Trust Company.

Q. How long have you been working at the American Bank and Trust Company?

A. Six years and two or three months.

Q. Did you know George L. Jackson?

A. Yes sir. I knew George about twenty-two years I guess.

Q. How long have you known Henry Jackson?

A. Just about the same.

Q. Do you know when, or if at all, Henry Jackson sold some property on the Norfolk Road?

A. I don't know when he sold it but I do know when George came to me I was in the lobby of the bank and he told me that he was going to have his name placed on the account for the check he was going to deposit. (Objection to this line of testimony noted by W. W. FORMAN).

Then I referred him to go to Mr. Jones. I thought it would be a bright idea because Henry was very extravagant and threw his money away. That is all that was said about the money.

Q. Whose money was it?

A. He said it was Henry's money.

Q. Where did he say he got this money from?

A. From some lots on the Norfolk Road that Henry sold through and by W. H. Crocker.

Q. Do you know anything about George's account at the bank?

A. No more than when he deposited his money he would come

by about 6:30 and I would deposit the money for him. After Henry was there he brought me some deposits several times and I deposited it each time.

Q. Is that the deposit book you used each time? (Book shown)

A. That is the book. I just brought it from my desk.

CROSS EXAMINATION BY W. W. FORMAN:

Q. You had this book in your possession all the while?

A. All the while. I have not even carried the book down to have it balanced.

Q. Then Henry was mistaken when he said he took it down there?

MR. LOVELACE: I object. Objection overruled.

A. I had the book all the time ever since George gave it to me.

BY THE COMMISSIONER:

Q. When did George give it to you?

A. I cannot exactly say, Mr. Palmer, because I told the boy when I put it in the desk if George or Henry came for it to give it to him.

BY W. W. FORMAN:

Q. Since the time George gave it to you it has been in your custody ever since?

A. Yes sir.

Q. You stated in your testimony that when George came to you about this deposit, do you know whether or not he went to see Mr. Jones?

A. I do not.

Q. When did this transaction take place?

A. I don't exactly know that.

Q. Do you know what month it was?

A. I don't exactly know for I never paid much attention to it. I went out the door.

Q. Do you know what year it was?

A. No, I don't know exactly what year it was.

Q. Have you any idea what year it was?

A. No, I don't.

And further this deponent saith not.

MAT KEY, being duly sworn, deposes and says:

Q. State your name, age and residence?

A. Matt Key is my name; 29 years of age the 14th day of March; Saratoga Place, Second Street.

Q. What is your occupation?

A. Cook.

Q. Did you ever work for George L. Jackson?

A. Ye s sir.

Q. Did you work for him after Henry Jackson came over there?

A. Before and after Henry came there.

Q. Who paid you?

A. George.

Q. Were George and Henry partners over there?

A. Not that I know of.

Q. Do you know whether Henry was hired there by George?

A. Yes sir.

Q. Do you know how much George agreed to pay him?

A. How much?

Q. Yes?

A. \$10.00 a week.

Q. Did you ever hear anything about George and Henry being partners?

A. No sir.

CROSS EXAMINATION BY W. W. FORMAN:

Q. How do you know Henry was hired there at \$10.00 a week?

A. Because Henry was working at the school. George told him if he would knock off he would hire him and pay him \$10.00 per week and board.

Q. Where was he when he told him that?

A. In the shop.

Q. When was it?

A. On Saturday afternoon.

Q. What year?

A. It was in 1927. That was the year he stopped at the school.

Q. When was it?
stopped

A. He/school in the winter 1927 and went to work for George.

Q. Do you know what month that was?

A. No sir I don't. If I did I'd say so.

Q. Are you positive of that?

A. Yes sir.

Q. And you say you are positive?

A. Yes sir.

Q. What makes you so sure that that was the time?

A. Because I was right there and heard it.

Q. What makes you so sure you know it was at that time?

A. I was in there.

Q. Did you make any memorandum of the time this conversation took place?

A. I did not do that.

And further this deponent saith not.

* * * * *

MR. E. E. JONES, being duly sworn, deposes and says:

Q. Mr. Jones, will you very slowly tell Miss Palmer all the circumstances about this account of William Henry Jackson and George L. Jackson?

A. The circumstances in connection with it in so far, in fact, not insofar at all, George came over to my desk and and said he wanted to place the money that he had in hand represented either by cash or check, I do not recall which, to the credit of Henry, W. H. I think the initials were, and he wanted it placed to his credit so that he would have to counter-sign the checks. The purpose of that being that he

would want to see that Henry did not waste the money. He stated specifically that the money belonged to Henry. He told me how that it came about that he got the money. My recollection is that he said that the money was part or all of the proceeds of a sale of a piece of real estate. I am not clear in my mind exactly on that point, but I am absolutely certain that he said it was Henry's money.

Q. And that his purpose in signing the checks with Henry was just to check up on Henry?

A. Yes sir, so that he would not waste the money.

CROSS EXAMINATION BY W. W. FORMAN:

Q. Did you question George when he came there as to why he was making the deposit?

A. No, he said he wanted to place it to his credit. There was nothing for me to question him about.

Q. Was Henry there at the time?

A. Yes. I asked Henry's consent to the transaction before I had the pass book issued.

And further this deponent saith not.

* * * * *

PROFESSOR BROWN, being duly sworn, deposes and says:

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

A. A. J. Brown; 64 years of age; residence, 275 Pine Street, Suffolk, Virginia; retired school professor.

Q. How long have you been teaching school in this City Professor?

A. 37 years consecutively. 10 years in the County. I only had two schools, ten in one and 37 in the other since the 10th day of October, 1882.

Q. Do you know Henry Jackson?

A. Yes sir.

Q. How long have you known him?

A. Why I have known him forty some years I think. Let me see, I have known him to be sure thirty some years. I remember when his father was killed and I was teaching up at Holy Neck District close by the place.

Q. Do you know his reputation for truth and veracity?

A. Good, since I have been knowing him.

Q. Do you remember the time that he gave up his job at the school to go over and clerk for his brother, George L. Jackson?

A. Yes sir. I remember distinctly when he left the school as janitor of the Jefferson Primary, not the high school, but he had charge of the primary department. I think I got him the job.

Q. Do you know whether or not George L. Jackson and Henry Jackson have ever done business as partners in Saratoga Place or were doing business at the time of George's death?

A. I remember distinctly when he gave up the position there as janitor with the school that he was going over to help his brother. I asked him ~~why~~ he had given up there, if he had had any trouble.

Q. Just state whether or not there was any partnership, if you know?

A. No partnership that I know of.

Q. State why you know there was no partnership?

A. I asked Henry, Mr., why he gave up the position.

Q. Professor, was there any conversation between the three of you in any regard to why he went over there?

A. The third party was not present.

Q. Did you visit the store over there after he went to work there?

A. It was some time before I did.

Q. Did you on that occasion, or any occasion, in the presence of Henry and George hear anything said about a partnership?

A. Never have in my life.

BY THE COMMISSIONER:

Q. Did the subject ever come up between the three of you at the same time?

A. No sir.

BY MR. LOVELACE:

Q. Professor, do you know of your own knowledge where any of the articles that are in that place came from?

A. No sir/

Q. You don't know whether Henry got any of it from his mother or not?

A. I never questioned him at all.

CROSS EXAMINATION BY W. W. FORMAN:

No questions asked.

And further this deponent saith not.

* * * * *

T. MCSWAIN, being duly sworn, deposes and says:

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

A. T. McSwain; age, 29; Second Street and Linden Avenue, Saratoga Place; cook.

Q. Do you live in the vicinity of the restaurant formerly run by George L. Jackson?

A. Yes sir.

Q. Do you know whether or not George L. Jackson and Henry Jackson have ever run that place as partners?

A. They did not.

Q. Were you a constant visitor to that business while George was running it?

A. Every night I used to go up there.

Q. Did you ever hear George, in the presence of Henry, say whether or not he and Henry were partners?

A. No sir.

Q. Did you ever hear him deny that?

A. No sir.

Q. Did you ever hear George L. Jackson, in the presence of Henry, say if he was or was not a partners of Henry's?

A. No, I never heard him say.

Q. Never heard him say he was or was not?

A. Heard him say he was not a partner to him.

Q. Did you ever hear Henry say what he was getting for his services over there?

A. I have.

Q. What?

A. \$10.00 per week.

Q. Was George present when this conversation took place?

A. No sir. Henry was at my house.

Q. You don't know anything about this money that was in the bank?

A. No sir.

Q. Did you ever know George L. Jackson to have as much as \$1,000.00?

A. Never.

Q. Did you ever know him to have any large sum of money?

A. Not in my life.

And further this deponent saith not.

Depositions adjourned by agreement of counsel to
Tuesday, February 12th, 1929, at 2:30 P. M.

By Mr. Lovelace:

B. A. KELLY, being duly sworn, deposes and says:

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

A. B. A. Kelly, Suffolk, Virginia; furniture business; 40 years.

Q. Mr. Kelly, did you sell a bill of goods to Henry Jackson?

A. Yes sir. I sold it first to George L. Jackson then later transferred it to Henry.

Q. What were those goods?

A. It was three porcelain kitchen tables, one "24" Richmond Heater and pipe. The bill amounted to \$34.50. I used to collect from George and I have been over there four or five times, several times, to collect for this account while he was sick. Of course he made his payments up until he was taken sick. After he gotten sick I could not get anybody to make any payments on the stuff and so I went over there a few times and I said to Henry, "Henry, this bill has been standing for some time and somebody has got to make payments on this stuff or I will have to take it". So Henry said to me, "what is the balance?" And I told him \$17.50. He said, "before you take the stuff in I will take it over myself and pay for it myself. Give me a statement for it". I gave him a statement of it and I said, "well, Henry, if you want to take it over you will have to sign a contract". He told me to fix the contract so I fixed up a contract and he signed it and he took it over and paid for it.

(Contracts here offered in evidence).

Q. Did you re-possess these goods and sell them to Henry?

A. Yes sir, I took my truck over there to get them and he taken the bill over right then.

Q. Were those tables and other articles which you have mentioned in the store which George L. Jackson ran in Saratoga Field?

A. Yes sir.

Q. Were those contracts recorded?

A. Yes sir, in the County Clerk's Office.

Q. Has Henry finished paying on his contract?

A. Yes sir, paid it up, \$17.50 in weekly installments.

Cross Examination by W. W. FORMAN.

Q. Mr. Kelly, you say you went there several times to collect?

A. Yes sir, I will not say how many, several times. He was only sick thirty days.

Q. And you say on this particular trip Henry said instead of taking them away he would take them himself?

A. Yes, fix the contract in his name and he would take them over and pay for them himself.

Q. Did you proceed against George for default in payment under the terms of this contract?

A. I did not take any legal proceedings.

Q. You did not?

A. No.

BY THE COMMISSIONER:

Q. Mr. Kelly, did you know the relation that existed between Henry Jackson and George L. Jackson in the conduct of that business?

A. No, I do not know.

Q. Do you know that he was hired by George in any capacity^{or} as manager?

A. No sir, I do not know anything about that.

Q. Did Henry state to you that he had succeeded George L. Jackson in the business there?

A. I don't think so. I don't remember that.

Q. Was there ever any claim ever made by either George or Henry that a partnership existed between them?

A. Not to me.

W. W. FORMAN.

Q. What balance was due on this account when Henry took it over?

A. \$17.50.

Q. Was it taken over before or after the death of George L. Jackson?

A. After.

BY THE COMMISSIONER:

Q. What, these contracts were?

A. Made over after his death.

Q. Was any demand made on the administratrix for the payment?

A. There was not, no sir. Only one time the lawyer asked me if I had any claim against the estate of George L. Jackson and I told him I had one time but Henry took it over after his death. That was some time after his death. Then he said to me was I holding George L. Jackson's estate responsible for any claim and I told him I was not.

BY W. W. FORMAN:

Q. How long after George's death was it when this property was taken over by Henry?

A. I think a very few days, probably the next week.

Q. Did you know whether or not George was a married man?

A. I do not know anything about whether he was married or single.

BY THE COMMISSIONER:

Q. Did you say that Henry informed you that George was dead and that you then forfeited the contract as to the estate and sold it over to Henry?

A. Yes. I sold the contract over to Henry then, yes sir.

Q. Did you not know that under the law you are bound to present your claim to the estate before you can forfeit it?

A. I did not know it under those contracts.

Q. Did Henry, at the time he informed you of the death of George, also tell you that he had purchased or otherwise acquired

the estate or interest of George in that property?

A. He did not.

Q. Or make any other claim by which he had a right to make a contract with you for the purchase?

A. No, he did not make any statement whatsoever only he told me that George was dead and therefore when a person should die or leave the stuff - if George might take care of it it was all right or if he did not I could not hold George responsible for it because he was out of the place of business and the stuff was in Henry's care.

BY W. W. FORMAN:

Q. Mr. Kelly, when you say it was over there in Henry's care, do you mean it was at some place other than where it was delivered when you sold it to George?

A. No, in the same place, but Henry was in the store at the same time George was sick.

BY MR. LOVELACE:

Q. Mr. Kelly, you stated that George had been in arrears for thirty days?

A. For thirty days before his death.

Q. Did you consider his contract forfeited before his death?

A. I did, yes sir.

Q. Then your idea in going over there the day that the contract was signed was to take the stuff back to the store or to re-sell it to Henry.

A. Yes sir.

And further this deponent saith not.

* * * * *

ERNEST L. FDLK, JR., being first duly sworn, deposes and says.

BY MR. LOVELACE:

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

A. Ernest L. Folk, Jr.; merchant; Suffolk, Virginia; 35 .

Q. Did you sell to George L. Jackson a bill of goods some time before his death?

A. I did.

Q. What were those articles that you sold?

A. Well, there were decanters, chairs, I believe a showcase, either one or two, and I don't know whether he bought a coffee urn or not. I don't remember all the items but tell you from memory.

Q. Do you remember the amount of the bill, approximately?

A. I don't know that. I would not like to say.

Q. Your contract is of record in the Clerk's Office?

A. I believe so, yes sir.

Q. Did George L. Jackson keep up his payments on that contract?

A. I don't believe he did as it was agreed to the best of my recollection.

Q. Did you re-possess these goods?

A. No we did not.

Q. Who paid for them?

A. I think that George paid every time that I handled it.

Q. How many times did you handle it, Mr. Folk?

A. Well, my brother and myself have both been looking after the affairs of my father's estate. I originally handled the transaction then I turned the note that was given over to my brother and he turned it over to the bank and he handled it after that time and took care of the renewals as the note came due and I am not in a position to say how the payments were kept up.

Q. Do you know whether Henry Jackson paid anything on the bill or not out of his own funds?

A. Well, I am not prepared to say. Every check that was given to me was given me by George to the best of my recollection. Now, I don't remember who they were signed by.

Q. Well, since George's death, who has taken care of the account?

A. Well, Henry Jackson has taken care of it since then.

Q. Do you know how much has been paid since George's death?

A. I think it has been paid out. I don't know exactly but I think it has been paid out.

Q. Do you know how much was due at the time of George's death?

A. I don't remember.

Q. Don't remember?

A. No, I don't.

Q. Was there a note due at the time of George's death given for the amount of the bill up at your place?

A. Yes.

Q. Who paid that note?

A. Well, Henry Jackson assumed the indebtedness. I don't know that he paid it out at that time but he renewed it.

Q. Are these two notes here the notes that were given in payment of that account?

A. Yes, I presume so for we have no other notes for it.

Q. And you say he paid the other note out which was due at the time of George's death besides the two notes?

A. Yes sir ultimately because we had no other paper from him.

Q. State whether or not that check was in payment of that account also?

A. Yes, here is my signature and then it was turned over to my brother, who deposited it in the bank.

Q. That check is signed by whom?

A. W. H. Jackson and George L. Jackson.

Q. Please state the date of this check?

A. March 6th, 1928.

CROSS EXAMINATION BY W. W. FORMAN:

Q. Do you recall, Mr. Folk, how much was due on that original note?

A. At the time of George's death?

Q. Yes.

A. I do not.

BY THE COMMISSIONER:

Q. You say you did not re-possess the goods that were sold to George?

A. No sir.

Q. You just simply carried the account in the name of Henry Jackson?

A. That is true but, of course, we would have had to re-possess the goods if had not someone assumed the indebtedness.

BY W. W. FORMAN:

Q. Nevertheless the payments made by Henry were simply in continuance of the original contract made by George?

A. That was true, yes, except for one thing. I think the note was past due for some time before Henry showed up, but in reality it was a continuance.

And further this deponent saith not.

* * * * *

M. ANDERSON MAXEY, being first duly sworn, deposes and says:

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

A. M. Anderson Maxey; 36; Suffolk, Virginia; attorney-at-law.

Q. Will you please state whether or not you ever made a loan to Henry Jackson?

A. I did.

Q. I show you here a deed of trust. Will you state whether or not that is the deed of trust and the property described in there is the property on which you made the loan?

A. It is.

Q. Did you examine the title to the property which was in Henry Jackson's name?

A. I did - permit me to qualify that - I did to the extent of
36.

ascertaining that the loan which I made Henry Jackson at the time was secure. I examined it sufficient to know that my lien was secure.

Q. In whom did you find fee simple title to that property?

A. William Henry Jackson.

Q. Was that property later sold, or do you know?

A. I am not positive. I think it was taken up, but my loan was paid off.

Q. Who paid you?

A. William Henry Jackson.

Q. Will you state whether or not this is the statement that you made up of what was due on the deed of trust?

A. It is made in my handwriting and signed by me.

Q. Do you know whether or not this is a statement of the sale of that property or not?

A. This is the bond described in the deed of trust, marked paid in full by the Clerk. The second paper I do not know anything about except it says, "Paid to M. A. Maxey \$278.66," which was the amount due under the deed of trust at the time the same was paid.

Q. Do you know ~~in~~ whose check it was you got?

A. I could not swear to that, I don't remember, but I remember very distinctly making the loan to William Henry Jackson and my receipt shows that it has been paid, and I might say further that I never knew George L. Jackson in his lifetime at all and so far as I can tell never transacted any business for him in his life.

CROSS EXAMINATION BY W. W. FORMAN:

Q. Mr. Maxey, do you recall who negotiated this deal with you?

A. Henry Jackson. I never knew George L. Jackson and he was never in my office.

Q. Did anybody else, aside from Henry Jackson, have any dealing with you in connection with this?

A. None that I know of.

Q. How do you account for the fact, Mr. Maxey, that you gave a receipt for the amount mentioned on this slip, which Mr. Lovelace has introduced in evidence here, to W. H. Crocker?

A. I may have done it but I don't remember. It may be that W. H. Crocker paid me this amount, as my receipt shows, but I was testifying from memory and may be mistaken.

Q. This is your handwriting?

A. Unquestionably.

Q. Then evidently you are mistaken when you stated that you had received the money from Henry Jackson?

A. Evidently. If W. H. Crocker paid me that money, he paid it to me for William Henry Jackson, as I never knew George L. Jackson in his lifetime.

Q. Do you recall, Mr. Maxey, whether ^{or} not W. H. Crocker told you for whose benefit he was paying this money?

A. No.

BY MR. LOVELACE:

Q. Mr. Maxey, upon the payment of this amount mentioned on this slip, which is \$278.66, regardless of who paid it to you, you released William Henry Jackson, did you not?

A. I did.

Q. Regardless of who paid it or who it was paid for?

A. I did, and I do not think I would have released it to anyone but William Henry Jackson or his duly authorized agent.

And further this deponent saith not.

* * * * *

HENRY JACKSON, RECALLED:

Henry Jackson recalled for cross examination and upon objection by Mr. Lovelace as to cross examination upon anything except what is testified to on direct examination, the court

ruled that he could be examined as an adverse witness and new matters brought out.

BY W. W. FORMAN:

Q. Henry, would you give us some idea of how much money you have put into this business since you have been up there?

A. No, I certainly could not.

Q. Do you now claim that business as your own, solely?

A. No sir.

Q. Well, how much of it do you claim as your own?

A. I had to get a license to stay there this year.

Q. I will ask you again, Henry, if you just stated that you did do not claim to own the business as your own, solely?

A. I certainly did.

Q. Then, if you do not, then what portion do you claim as your own?

A. I want my salary and what I paid in there and the other bills I paid there for him there - them checks.

Q. But you said that you did not know how much you have paid in there. Is that correct?

A. I have not all the bills I paid out because some I lost.

Q. Do you have any idea how much money you have put into this business?

A. No sir, I can look over my accounts and see what I borrowed and everything.

Q. Where are those accounts you refer to?

A. In the shop there.

Q. Don't you recall that I asked you when you were here on examination before how much you claim was due you? Do you recall that?

A. Sure, didn't I tell you what he owed me for salary?

Q. Is what he owes you for salary all that he owes you?

A. No sir.

Q. How long have you been in charge of that business?

A. I was in charge in September after he died.

BY THE COMMISSIONER:

Q. Until when?

A. Until now.

BY W. W. FORMAN:

Q. What is the average daily and weekly receipts of that business?

MR. LOVELACE: I object.

A. Sometimes \$25.00 or \$30.00 per week.

BY THE COMMISSIONER:

Q. Have you anything that shows what your actual receipts and disbursements were?

A. No sir.

Q. Did you not keep a cash book that showed what you took in and what you paid out?

A. No sir. I know what I borrowed. I aint paid all that yet.

W. W. FORMAN:

Q. What are your average weekly expenses there in the operation of that business?

A. Well, let me see, I cannot sum it up but I could tell you after I get back to the shop.

Q. Have you been able to keep up your current expenses such as store rent, electric light, heat, and so forth?

A. I borrowed money to pay that with, the rent and electric light bill.

Q. How much have you borrowed for that purpose since you have been operating this business?

A. I owe one man \$100.00 and I owe McSwain \$75.00.

Q. Then you mean to say that you have been conducting this business ever since the death of George L. Jackson at a continuing loss?

A. I have.

Q. Do you know how much you have lost?

A. I certainly don't. I know what I owe out.

Q. Henry, do you know anything at all about that business that you operate out there?

A. I know what I am doing out there.

Q. Well, what are you doing?

A. Why, I am not doing much out there right now, I tell you that right now.

Q. Do you think that to have this business sold and the proceeds therefrom distributed to the parties interested in same as their interest may appear would be to the advantage of all parties concerned?

A. When I getsmy salary.

Q. How do you hope to get your so-called salary?

A. I don't know to save my life.

Q. Are you anxious to continue the operation of this business?

A. Well, I don't know what I am going to do. She can sell it so I get my money. If I buy ^{out} it, it will be mine just the same.

Q. If you buy it out?

A. Yes.

Q. When you say "She", to whom do you refer?

A. To his widow.

Q. Do you mean Mary . . Jackson?

A. I mean his widow.

Q. Then you recognize Mary Jackson, the administratrix of the estate of George L. Jackson, deceased, as the owner of this business.

A. Certainly I don't.

Q. Then why do you expect her to pay you what you claim is due you for your salary?

A. He owed it to me - the checks where I been paid since I was working for him.

Q. Henry, whom do you regard as the owner of the business we are now discussing?

A. Now?

Q. Yes.

A. I own it now.

Q. How did you acquire title to it?

A. Well, they come up there and ask me about his business about two weeks after he died and I told them like this, and I said, "George don't own nothing here but two stoves because the first money he paid, I loaned it to him", for the stuff from E. L. Folk.

BY THE COMMISSIONER:

Q. Do you mean you loaned him the money to commence the business?

A. Yes sir. I loaned him money when he first started.

Q. Is that what you base your claim of title on?

A. Yes sir.

Q. Did anybody ever execute any paper transferring the title of the store to you?

A. No sir.

BY W. W. FORMAN:

Q. How much did you loan him at first?

A. I loaned him \$75.00 when he started business and I paid his rent to George Bryant when he left on Washington Street.

Q. When was that, Henry?

A. That was sometime in March.

Q. March what year?

A. I think in 1927, I think. I won't be positive.

Q. He went where?

A. He went out there in Saratoga.

Q. Now, Henry, that was about two years ago?

A. That is right - two years ago.

Q. Has George never paid you any of the money back you claim to have loaned him?

A. No sir, he aint never paid me a nickel of that money back.

Q. And yet you continued to advance him money and continued to work for him for a period of seven or more months without receiving pay for but one month and none of the money that you had previously advanced him?

A. Yes.

Q. I am asking Henry where he got that lot?

A. My mother gave it to me. She willed those two lots to me.

Q. What was your mother's name?

A. Mary V. Jackson.

Q. When did she die?

A. She died in March.

BY THE COMMISSIONER:

Q. What year?

A. I can't remember the year, but if I had the bank book I could remember the year, but I haven't it with me.

Q. Then it is your belief that these lots belonged to you because they were willed to you by your mother, Mary Virginia Jackson, by her last will and testament?

A. Yes sir. I believe they were mine.

W. W. FORMAN: I wish to introduce, please, a certified copy of the last will and testament of Mary Virginia Jackson, deceased, which purports to show all of the devises, et cetera, made by her. I wish also to introduce a certified copy of the conditional sales contracts, showing sales of John S. Folk, agent, to George L. Jackson, dated March 6th, 1928, and sales to the said George L. Jackson of other parties of goods and chattels used in the operation of the business in controversy in this suit.

BY MR. LOVELACE:

Q. Where were those lots located that you sold through Mr. Crocker?

A. On the Norfolk Road near the race track.

Q. You say your mother gave you those lots?

A. I went to see Mr. Crocker and asked him how much she owed on those lots and he said \$385.00 and he said, "Henry, before you can get them in your name, you will have to get Lizzie and George to sign ". They both signed the note and I carried it to Mr. Crocker.

Q. Did Mr. Crocker then give you the deed to those lots?

A. Yes sir, he gave me a deed and I went and had it recorded and I have a receipt for it right now.

Q. And did you then later borrow money on these lots from Mr. Anderson Maxey?

A. Yes sir, I borrowed the money from Mr. Maxey.

Q. Did you borrow any money on these lots from anyone else?

A. Yes, sir.

Q. Who?

A. First from Mr. Bradford Kilby.

Q. Did you sell these lots on the Norfolk Road?

A. Yes sir.

Q. The money that you got from the sale of these lots, what did you do with the money you got from the sale of these lots on the Norfolk Road?

A. The money was deposited, \$1,000.00 over here to the American Bank like Mr. Jones told the other day.

BY THE COMMISSIONER:

Q. So that \$1,000.00 is all you got for that property?

A. I got \$1,500.00. After I paid off all I owed I got \$1100.00 and some dollars. I taken \$133.39 and deposited it to my own personal account.

BY W. W. FORMAN:

Q. Now, Henry, did you have an account at this same bank at the time this \$1,000.00 deposit was made?

A. I did.

Q. How long had you had it there?

A. I had the money in the bank ever since - I have forgotten the exact date.

Q. How much did you have at the bank at the same time beside this?

A. I don't remember. I checked some out but I had near \$200.00 at least.

Q. How was that money deposited?

A. What money?

Q. The \$200.00 and something.

A. That was made up in Henry Jackson, my personal account.

Q. Did it require the signature of anyone else?

A. Nobody but Henry Jackson.

Q. But when the \$1,000.00 was deposited you felt it necessary to have it deposited under such conditions as to require the signature of your brother, George L. Jackson, to draw upon it?

A. No.

Q. Then Mr. E. E. Jones, who testified here the other day, was mistaken when he said you requested that the deposited be made that way?

A. No, he wasn't mistaken.

BY THE COMMISSIONER:

Q. Did you request it or not?

A. After George told me how it was doing I told him it was all right.

And further this deponent saith not.

Depositions adjourned by agreement of counsel
to Tuesday, February 19th, 1929.

DIRECT EXAMINATION BY W. W. FORMAN:

Mary Jackson, plaintiff, being duly sworn, deposes and says:

Q. Mrs. Jackson, state your name, age, residence and occupation.

A. My name is Mary Jackson, my age about 52, my home is 253 Pine Street, Suffolk, Virginia, my occupation is housewife.

Q. Mrs. Jackson, are you acquainted with George Jackson, deceased?

A. Yes.

Q. What relation, if any, was he to you?

A. He was my husband. I am his widow now.

Q. When did George Jackson die?

A. The 6th of September.

Q. What year?

A. 1928.

Q. Did George Jackson leave a will when he died?

A. No, he did not.

Q. Has anyone qualified on his estate?

A. Yes.

Q. Who did?

A. I did.

Q. Then you are the complainant in this cause?

A. Yes.

Q. Are you acquainted with Henry Jackson?

A. Yes.

Q. What relation, if any, was he to George Jackson?

A. His brother.

Q. What did George Jackson do for a living?

A. He run a place out in Saratoga.

Q. Was anyone associated with him in the conduct of that business?

A. Henry Jackson.

Q. About how long was Henry Jackson associated with him in this business?

A. About a year this past Christmas, Christmas 1928.

Q. Did your husband, George Jackson, discuss with you his business?

A. Yes, when he was home, whenever he came home.

Q. Did he tell you upon what terms and conditions he had taken his brother, Henry, into the business with him?

A. Well he taken him in as a partner.

BY MR. LOVELACE: I object:

BY W. W. FORMAN: We are proceeding under authority of Section 6209 of the Code of Virginia.

BY W. W. FORMAN:

Q. Who has conducted this business since the death of your husband?

A. Henry Jackson.

Q. Has Henry made any accounting to you for any of his transactions in that business since the death of your husband?

A. No.

Q. What debts, if any, did George owe in connection with that business at the time of his death?

A. Well, he owed the back rent. I paid that in August to Lawyer Holland.

Q. For what month did you pay?

A. For August.

Q. For August?

A. Yes, the month of August.

Q. What year?

A. 1928.

Q. After having qualified on your husband's estate, did you advertise for creditors to send in whatever bills they might have against the estate of George Jackson, deceased?

A. I did.

Q. You heard the testimony of several creditors

BY MR. LOVELACE: I object to that line of testimony.

OBJECTION OVERRULED.

who testified here at the last hearing and the hearing before, as to certain claims they had against the estate of George Jackson, deceased. I am asking you if any of these claims were presented to you for payment?

A. No.

BY THE COMMISSIONER:

Q. None of them have been presented to you for payment?

A. No.

BY W. W. FORMAN:

Q. Were there any other parties connected with this business with the exception of George Jackson and Henry Jackson?

A. No.

Q. Who owned that business prior to the establishment of that business between Henry and George?

A. George, while he was living.

Q. Do you know anything about any debts owed by George to Henry Jackson?

A. I do not.

Q. Was George accustomed to telling you about the debts he owed?

A. I think he told me as much as I think a man would tell his wife about debts.

Q. Did he ever tell you that he owed Henry anything?

A. No.

Q. What debts are now outstanding against this business? Do you know?

A. No, I do not know.

Q. Where did Henry live during the time?

A. He stayed hom.

Q. At your home?

A. Yes.

Q. Where was Henry living during the time he was in company with George in that business?

A. He stayed home down on Pine Street.

Q. Did George ever borrow any money from you?

A. Yes.

Q. Do you remember the last time he borrowed money from you and for what purpose it was borrowed?

A. I remember one time he borrowed money from me to pay on some lots.

Q. Who was he buying these lots from?

BY MR. LOVELACE. I object, that is immaterial.

A. W. H. Crocker.

Q. How much did you loan him on those lots?

A. I loaned him \$100.00.

Q. Did he ever try to borrow from you on any other occasion?

A. Well no, he wanted me to go on a note on the house but I told him no, I would rather loan him the money than go on the note.

Q. Did George own those lots at the time of his death?

A. He did.

Q. Did he?

A. I don't know.

Q. Do you know anything about Mr. Crocker selling any lot for George?

A. I know Mr. Crocker came down looking for George and said he had a good sale for the lots, and I told him if he hurried on up town he

Mr. Lovelace- I object, clearly hearsay.

would see him before he would go in the field.

Q. Did George tell you after that whether the lots had been sold?

A. He did.

Q. Do you know to whom they were sold?

A. No, I don't know but I I heard his name called. Some Jew man.

Q. Do you know how much they were sold for?

A. I don't know. I don't remember.

Q. Do you know what George did with the money that he got for the lots?

A. Well, he deposited the money in the bank. He told me after he sold the lots the money he owed me he would pay me but he has not ever paid me.

Q. Did he tell you where he had deposited this money and how?

A. No, not specially. If he did I could not say right how it were.

Q. You don't remember?

A. I don't remember.

Q. Did George own any lots at the time of his death, any real estate?

A. Yes he owned his lots.

Q. Where is this lot located?

A. On Pine Street and the other lots is on Norfolk Road.

Q. Which lots did he sell?

A. The lots on Norfolk Road are the lots where were sold.

Q. Then you were mistaken when you said he owned them at the time of his death. I am referring to the lots -

BY MR. LOVELACE: I object:

Objected to by attorney for the defendant subject to the ruling of the Court on its admissibility.

on the Norfolk Road?

A. Yes.

Q. And you are certain that George told you he had taken Henry in as a partner in the conduct of that business out in Saratoga?

A. Yes.

BY THE COMMISSIONER: Did Henry Jackson at any time present any claim to you for compensation or for any money paid by him on behalf of the estate?

A. No.

Q. Did you, at any time since your appointment as administratrix,

require him to account for funds received in the conduct of that business?

A. No.

Q. Did Henry Jackson, with your consent, pay any money on behalf of the estate, that you know of?

A. None that I know of.

Q. Did Mr. Folk, or any of the other creditors who have testified that Henry paid them money, present any claim to you whatever as administratrix?

A. No, not that I know of.

Q. Well, you would know if they had presented it, would you not?

A. Yes sir.

CROSS examination by Mr. Lovelace:

Q. How much estate did George leave?

A. I don't know.

Q. You are administratrix, are you not?

A. Yes.

Q. How much insurance did he leave?

A. I don't know.

Q. Did he leave any money in the bank?

A. You know. \$4.00 is all I know.

Q. Then if these people had presented to you, as administratrix their bills, could you have paid them?

A. I could if Henry had paid me any money out there in the field. He has not paid me anything. I could not spend all the little money I had.

Q. The money you talk about you had, was it your money or George's money?

A. My money.

Q. You said that you paid the rent in August?

A. I did.

Q. That was before George died, was it not?

A. I paid the money when Mr. Holland came down there after it.

It was August rent. I paid it afterward. It was August rent when Mr. Holland came after it.

Q. You said George discussed his business with you. Did he tell you about borrowing money from different parties around town?

A. I said I don't know anything about that, only he borrowed money from me.

Q. And the only phase of the business that you discussed with George was about the partnership with Henry?

A. I didn't have to discuss that. He told me that.

Q. Did he tell you any of the details - how much money Henry put in the business or anything of that sort?

A. He did not.

Q. Just what did he tell you about this partnership?

A. The only thing he said they were partners. That is all I know. He said he was going in a larger business.

Q. And that is all he said?

A. He may have said other things but that is all I remember his saying.

Q. Then that is all that you heard him discuss about it?

A. I won't say that is all he said but I know he said they were in partners. I never heard him say anything about rent.

Q. Who has paid the rent since George died?

A. I have not.

Q. You say you loaned your husband some money?

A. Yes I loaned him money.

Q. Did you take any evidence of this debt?

A. No, I loaned him my own money out of my own pocket. Just loaned it to him right so.

Q. Do you know what he did with this money?

A. Well, I didn't think to ask him what he did with it. He borrowed the money from me. He borrowed it.

Q. Do you know whether he put it in the business or what he did?

A. He put it in the business or paid on the lots.

Q. Do you know whether or not George ever owned any lots on the Norfolk Road?

A. Well he said so. I had to take his word.

Q. Didn't you tell Columbus Parker, in discussing this matter, that you knew this money in the bank was Henry's money?

A. No, I have not said a thing to Columbus Parker. I haven't seen him.

Q. You have not seen him?

A. Of course I saw him.

Q. And didn't you tell Columbus to go and tell Henry to come to see you and that you would pay him the money- go to the bank with him to get the money?

A. No, I didn't. I told Columbus that Henry had not been to see me about the money. Had not been to talk with me about the money and I told him if it was Henry's money he would get it or I would get one-half and he would get one-half, and if it was mine I would get it and he would get one-half.

Q. By what reason do you claim any interest in the deposit of \$1,000.00? Why do you lay claim to any of it?

A. I have a right. He was in it, my husband. My business it seems to me.

Q. Where did George get the money?

A. I don't know. He worked for the money. He worked for what money he got.

Q. What kind of work did he do to get this money?

A. Well, George kept a place in Saratoga and worked here in town before he went out there.

Q. Well, didn't he have a checking account from the store over there?

A. I don't know what you mean.

Q. Didn't he have a checking account that he kept all his weekly deposits in?

A. I reckon he did. If I went after them I could not get them.

Q. Have you been to the bank to get a statement of this account?

A. I thought you meant checks and things were he made deposits.

Q. I am talking about the checking account at the bank.

A. Well, I have gotten plenty of checks from the bank.

Q. I want to know where he got \$1,000.00 all at one time to make a deposit?

A. He was working and he could have borrowed it.

Q. These things that you have claimed are in the store building out there in Saratoga, do you know anything about who paid for them, how they were paid for or when they were paid for?

A. Well, I would have known if I could have gotten the papers out there, if Henry would have given me the papers; but Henry would not give me them. I have not had any papers.

Q. How could you have paid for them?

A. Paid for them?

A. Yes.

A. With money.

Q. You testified that George did not leave but \$4.00 in the bank?

A. I could have paid for them with money.

Q. Whose money?

A. My money or George's money.

Q. Which?

A. Both of us money. When I didn't have it he had it.

Q. You said you didn't know how much money George left. Did he leave any estate except the lots on Pine Street and the little business in Saratoga Field?

A. You asked me that once.

Q. I am asking you again?

A. I don't know.

Q. Speaking of these lots on Pine Street, were they not, at the time of George's death and some time prior to his death, encumbered for all they were worth?

A. No, I don't know anything about it.

Q. Is there any deeds of trust or any liens against these lots?

A. What lots do you mean?

Q. On Pine Street?

W. W. Forman: Objected to because irrelevant and unnecessary.

A. I don't know.

Q. How many lots did George own on Pine Street?

A. I don't know.

Q. Are not Henry and his sister interested in that lot?

A. No. I know nothing about Lizzie in it.

Q. Has not Henry got an interest in those lots?

A. I don't know.

Q. I ask you about the house and lot where you live. Has not Henry and his sister got an interest in that lot?

A. Lizzie has not but I think Henry has.

W. W. FORMAN: I object.

And further this deponent saith not.

* * * * *

W. H. CROCKER, being duly sworn, deposes and says:

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

A. W. H. Crocker, Suffolk, Virginia, 51, real estate.

Q. How long have you been in the real estate business, Mr. Crocker?

A. Fifteen or eighteen years.

Q. How long have you lived in the City of Suffolk?

A. Twenty-six years.

Q. Do you know Henry Jackson, the party defendant in this suit

here?

A. I do.

Q. How long have you known him?

A. About twenty years.

Q. Did you know George Jackson, deceased?

A. I did.

Q. What relation was George to Henry?

A. Brothers.

Q. How long did you know George?

A. About twenty years.

Q. Did you ever have any business transactions with George or Henry?

A. Had business transactions with George and some little transactions with Henry.

Q. State, briefly, what transaction you had with George Jackson, deceased?

A. The principal business I had with George Jackson, deceased, was in the paying for lots originally bought by his mother, deceased. George Jackson made all of the payments on some lots purchased by his mother and subsequently assigned to Henry Jackson. I sold the lots for George Jackson that were acquired by deed in the name of Henry Jackson. That, in brief, is the principal business that I had.

Q. Now, Mr. Crocker, how much were those lots sold for in the first instance?

A. I have got to refer to my book for that.

Q. You have your book?

A. Yes sir, It is pretty old.

A. The lots were originally sold for \$450.00 to Mary Jackson, George and Henry Jackson's mother. (after reference to book).

Q. How much of this money was paid by Mary Jackson?

A. \$20.00

Q. Who paid the balance?

A. Goerge Jackson.

Q. Did he pay it in a lump sum or did he pay it in partial installments?

A. He paid it in partial installments.

Q. Do you have a record of how those payments were made?

A. I have.

Q. Please state to the Court just how those payments were made and when?

A. The purchase of said lots made April 1st, 1918, contract was written in the name of Mary Jackson, purchase price, \$450.00. On April first Mary Jackson, upon the delivery of contract paid \$20.00. April the 30th, 1918, George Jackson paid \$15.00; April 10th George Jackson paid \$30.00; April 17, 1919, George Jackson paid \$100.00, and March 5th, 1920, George Jackson paid \$285.00. Prior to the last named payment, the time of the contract perhaps nearing expiration, or perhaps after expiration, I don't recall which, I notified George that I would be glad for him to finish the payments or notify his mother accordingly. He came up to make the last payment and stated that they wanted to make this deed in W. H. Jackson's name. I informed him that he would have to have an assignment of said contract in order to do that. He evidently (I have the contract) did that and came up with the \$285.00, and my ledger notation is, "W. H. Jackson, Assignee of Mary Jackson, March 5th, 1920, Deed written March 8 - 1920, delivered to George Jackson". That closed the transaction.

Q. During this time this contract was pending, did you have any dealing whatever with Henry Jackson in reference to that lot?

A. None whatever. Unknown in the transaction.

Q. Did you know whether Henry Jackson was living in the City of Suffolk during that time?

A. I did not.

Q. Did you sell these lots when they were sold the last time?

A. I did.

Q. To whom did you sell them?

A. Sold them to Mr. Herman and Levy.

Q. Who authorized you to sell those lots?

A. George Jackson.

Q. Did you consult Henry about the matter at all?

A. I did not. George came to me probably about twelve months before I got the sale and said he wanted to sell the lots that were put in Henry's name. I think I saw Henry several months thereafter, had seen George several times and had talked to them and saw Henry and told him I thought I could get the price.

Q. After the sale was made, to whom did you deliver the purchase price?

A. To George Jackson.

Q. Did you regard George acting for himself or as agent for Henry?

A. I regarded George as acting for himself.

Q. When the lots were first bought, to whom did you deliver the deed?

A. I delivered the deed to George Jackson.

Q. And you are certain that the sale of those lots was made upon the authority of George and not upon the authority of Henry?

A. Yes sir.

BY THE COMMISSIONER: Refused for this question to be answered.

W. W. FORMAN: Exception noted.

Cross Examination by Mr. LOVELACE:

Q. Crocker, you say this contract was made out in the name of Mary Jackson?

A. Yes sir.

Q. And these payment which you have mentioned here were paid on Mary Jackson's contract, were they not, excepting the last one, which you stated, of \$285.00?

W. H. Jackson, assignee of Mary Jackson, March 5, 1920

Mary Jackson
In Acct. N. D. Co.

1918

Apr. 1 To purchase of lots
4-5 Block "K"

\$450.00

Apr. 1 By cash \$20.00

" 30 " " 15.00

" 10 " " ✓ B 30.00

1919

April 7 " " ✓ B 100.00

1920

March 5 " " ✓ B 285.00

Deed written March 8 - 1920

Delivered to Geo. Jackson.

True Copy:

W. H. Jackson

A. Paid on that contract.

Q. You didn't know who send the money up there by George or whether it was his money?

A. No, I just have an opinion.

Q. Then this contract was then assigned to W. H. Jackson on March 5th, 1920?

A. Yes, March 5th, 1920.

Q. At this time you stated that your record showed W. H. Jackson, assignee of Mary Jackson, paid \$285.00?

A. I did. I say the record shows that George Jackson paid

W. W. FORMAN: I object.

\$285.00 and also shows that W. H. Jackson is assignee of Mary Jackson. W. H. Jackson has never paid me a penny at any time.

Q. I ask you does your record show who any of that money was paid by?

A. The record does not show who it was paid by. The only thing, I know of my personal knowledge who it was paid by.

MR. LOVELACE: I would like to have a copy of this record they are introducing, and made a part of this record.

Copy made and here introduced as an EXHIBIT.

BY THE COMMISSIONER:

Q. In whose handwriting is that record made?

A. It is in the hand of W. H. Crocker.

Q. In your own handwriting?

A. Yes sir, with the exception of the booking, this is made by some clerk I had at this time, and this is made by the Clerk when it was entered, and these credits are made by myself.

When the contract was turned in, the bookkeeper at that time booked it.

BY MR. LOVELACE:

Q. Can you state whether or not the \$285.00 was paid in cash or by check?

A. I don't remember.

Q. Can you give any reason why George Jackson would have had lots belonging to him conveyed to Henry Jackson, or W. H. Jackson?

A. Can I give any reason?

Q. Yes?

A. My opinion, I cannot give any reason-

W. W. FORMAN: I object.

my belief is that he was doing that for some purpose. I don't know.

Q. You gave W. H. Jackson a general warranty deed for these lots?

A. I did.

Q. At the time you sold those lots to Messrs. Herman and Levy, you paid off a deed of trust to Mr. Anderson Maxey, did you not?

A. I think so, yes sir.

Q. This was done with the consent of Henry Jackson, was it not?

A. No sir. I received no consent from him. We merely found that encumbrance thereon and I paid it off to have it cleared up. I had no consultation with Henry Jackson.

Q. Do you mean to say that you just took Henry Jackson's lots and sold them, paid off a deed of trust that he had put on them and have paid out the balance of the money without consulting him at all?

A. Yes sir, working under the direction of George Jackson and the protection of the purchaser. The only relation that I had with Henry Jackson - when the deed was properly prepared he came before me, or someone else, collected the money the money and paid off the deed of trust and delivered the money.

Q. Who did you pay the balance of the money to?

A. To George.

Q. Well, who was the check made payable to?

A. I think to W. H. Jackson.

Q. You say that all of Mary Jackson's right, title and interest under that contract was assigned to W. H. Jackson on March 5th, 1920?

A. I did.

Q. Up to that time how much had been paid on the contract?

A. I guess the difference between \$285.00 and \$450.00 unless there is some interest figured in there.

Q. Do you know whether or not George was acting as agent for Henry Jackson?

A. Every indication was that George had taken over the matter from his mother and every indication was that he had the deed made in W. H. Jackson's name for some purpose, that purpose I do not know, and further say I don't know whether he was acting as agent for W. H. Jackson or Mary Jackson.

And further this deponent saith not.

J. H. Crocker

* * * * *

JOHN H. FULCHER. being duly sworn, deposes and says:

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

A. John H. Fulcher; 32; Suffolk, Virginia; practising attorney.

Q. State whether or not you represent the administratrix of the estate of George Jackson, deceased.

A. I do.

Q. How long have you represented her?

A. I began to represent her shortly after her husband's death. I went with her to the Clerk's Office of the City Court with her daughter, and she, at that time, qualified as administratrix on the estate of George L. Jackson, on my suggestion. The exact date I do not remember.

Q. Did you advise her to advertise for possible creditors of the estate of George L. Jackson?

A. I did. I did it for her myself.

Q. Do you know whether or not any of the creditors appeared and presented their claims?

A. The insurance man of West and Withers is the only man that has presented a claim against the estate. I forget the gentleman's name. Mr. W. D. Boyette did not present his claim properly but told me, however, that George owed him \$20.00 for a Back Bar that is now in the business in the store out there in Saratoga.

Q. As the attorney for the administratrix of the estate of George L. Jackson, deceased, have you inspected the business?

A. I have.

Q. I want you to state the extent of your investigation and what you found.

A. I went out there to the place, which is a restaurant, I forget the name of the street in Saratoga, in company with the widow, Mary Jackson, her daughter, Adlena Jones, her son-in-law, Jiles Jones, one Wednesday afternoon, the exact date I don't remember, and at that time I made a general inspection and took an inventory of what was in the place.

Q. I hand you the bill of complaint filed in this cause, and ask you whether the articles recited therein are the same ones covered by this inventory made by you?

A. They are.

Q. Did you have any conversation with Henry relative to this business?

A. I did.

Q. State briefly the conversation.

A. I went out there. When I first went in I went into a conversation with him about some jewelry. After we had finished with that conversation then we took up the matter of the business. Henry informed me very promptly that he and George were partners, in the presence of Mrs. Jackson, her

daughter and son. There was another in the place by the name of Aleck Roberts, who was sitting up front. We went and looked at the license to see whose name they were in and Henry had volunteered and told me that the license was in the name of George Jackson but he was a partner nevertheless. I asked him then was he willing to purchase George's interest in the business. Then he began to tell me that practically everything in the place belonged to him and pointed to various articles that he claimed as his, so I informed him that if that was the way he felt about the matter that we would not be able to make a friendly settlement, that it would be necessary to bring a suit to have the partnership dissolved. He said that he did not care what we did. That ended our conversation on that day.

Q. Do you know the extent of George Jackson's debts at the time of his death?

A. At George Jackson's death I went to see several of his creditors and they gave me, some of them, that is E. L. Folk and the Southern Furniture Company and West and Withers, insurance, and Mr. Bradford Kilby. E. L. Folk Company, they told me the time I went to see them there was a note in the bank where they had discounted it and the exact amount of the note they did not know. I went over to the National Bank where the note was discounted, and Henry had renewed the note, taken it up, and they refused to give me any information on the amount that was due on it because they were looking to Henry to pay it. I went to the Southern Furniture Company. They said that George owed them, if my memory serves me right, \$17.50 and they had assigned that contract to Henry. But the amount at George's death was \$17.50. I went to West & Withers Insurance Company and the amount that was owed by George there amounted to twenty some dollars, but I explained to them, or they explained to me, rather, that part of that amount was due for insurance

on George's real estate on Pine Street and the remainder was due on the chattels out in Saratoga in this restaurant. I explained it to them that that was a partnership business, that the widow, or administratrix rather, would not be responsible for the full amount that was due in Saratoga. I went to see Mr. Bradford Kilby and he has a deed of trust on George Jackson's property on Pine Street, Suffolk, Virginia, evidenced by a certain bond to the amount of \$300.00. I went to Mr. Victor Altschul and George Jackson owed him \$1.00. Those are the only debts that I know of at the present. I might state this, that after having a conversation with Henry I went to the Clerk's Office and examined Miscellaneous Lien Book and the chattels that he claimed as his the record showed that those chattels had been sold to George Jackson.

BY THE COMMISSIONER:

Q. Reservations of title?

A. Yes sir, reservations of title, and I have a copy here.

I might also state that the administratrix has had a very little to do with handling the estate. I, as her attorney, have handled it from start to date. As to the real property George Jackson owns, he owns one house and lot on Pine Street, Suffolk, Virginia; he owned twenty-five acres, if I mistake not, of land and there is a tract of land owned by him in Nansemond County, Virginia, willed him by his mother outright.

BY MR. LOVELACE:

Q. In talking with Henry Jackson, did Henry tell you that George owed him any money?

A. He did not, no.

Q. He has never said anything about George owing him any money?

A. Never mentioned it in his life.

Q. Who paid the hospital bill?

- A. Henry paid the hospital bill with this idea. George Jackson left his watch and a diamond ring at the hospital and Henry could not get it until the bill was paid, because I went to the hospital, representing the administratrix. That was the information they gave to me.
- Q. Do you state to the Court, to the Commissioner, that the hospital authorities - that Henry paid that bill with that in mind?
- A. No, I don't. I mean to tell the Court this, that all personal effects, as jewelry, the hospital as a rule, will hold those things until the bill that has been incurred by the patient has been paid.
- Q. The diamond ring that you mention here, suit has been brought, was brought, by the administratrix for the recovery of that ring?
- A. As well as the watch.
- Q. What was the outcome of that suit?
- A. The outcome of that suit was that we brought an action in detinue for the recovery of the watch and the ring and we subsequently prevailed because we recovered the watch.
- Q. What became of the action as to the ring?
- A. The ring was retained by Henry. The Court decided the ring was Henry's and the watch was George's.
- Q. Was there ever any evidence in either as to the watch?
- A. Yes, the real watch was never produced until the case was taken to the Circuit Court of Nansemond County, and on that date Attorney J. M. Lovelace presented the watch in court. I might state that he had given me another watch, I don't remember the make of that watch, on the street one day and I returned him the watch and told him that was not the proper watch, the watch we were seeking was an Illinois, 21 jewel, size 17.
- Q. Is it not a fact that the watch was produced before they

went into any evidence and the Court ruled it was not necessary to introduce any evidence whatever as to the watch?

A. I don't recall the Court making any such ruling.

Q. Do you deny it?

A. Since there is no record to show the Court made any such ruling, I deny such.

Q. Is it not a fact that when we tried the case before Justice N. T. Gray that I, as counsel for Henry Jackson, told you that we had the watch and would deliver you the watch?

A. You might have told me that but the watch was never delivered and at the time the case was tried before Justice Gray there was some question as to the cost of the case, so we appealed to the Circuit Court of Nansemond County and the watch was never delivered until the witnesses had been sworn.

Q. Is it not a fact that your object out to Saratoga was to see about this particular jewelry?

A. No, it was not. Our purpose out there was to see about the business out there and also some hogs out there belonging to George, as well as the jewelry.

Q. You say that Henry pointed out the articles that he claimed as his?

A. He did.

Q. Do you recall what they were?

A. He stated practically the same things on cross-examination, if my memory serves me correctly, as he pointed out when I went out there.

Q. These bills that you have mentioned of West & Withers and others around town, has the administratrix settled with any of them, paid any of them?

A. She has not because I advised her she had one year to make these settlements, and, too, I advised her to wait until this suit dissolving the partnership had properly terminated.

Q. Did George Jackson have any estate from which to pay these

bills?

A. The business out there, if that belongs to George, I presume if it was sold would pay these bills and, if not, he has sufficient real property to pay all of his indebtedness.

Q. What personal estate did he leave other than whatever interest he might have in that business in Saratoga Field?

A. I know of none other.

And further this deponent saith not.

* * * * *

HENRY JACKSON, being recalled by the Commissioner for further examination, deposes as follows:

BY THE COMMISSIONER:

Q. What, if any, accounts did you keep of your transactions at that restaurant from the time of George Jackson's death until now?

A. Well, I got what bills I paid there for stuff I bought. No sir.

Q. Did you keep any memoranda of the cash received by you?

A. No sir, I did not.

Q. What did you do with the cash you received there in the conduct of that business?

A. Well, I taken it to pay out bills with it while he took care of it. I taken charge of it myself when he died.

Q. Did you deposit that money in any bank?

A. No sir, I didn't have any to deposit. I borrowed a lot.

Q. You did what?

A. I borrowed a lot.

Q. Borrowed it?

A. I borrowed it to pay some bills out there.

Q. What was the average daily receipts there at that restaurant?

A. I am going to tell you, some days there wan't even fifty cents a day.

Q. What is the amount of the money that you claim the business owes you other than for salary?

A. I loaned him \$30.00 once. I loaned him \$75.00 when he first went in business.

Q. And how long has he owed you that?

A. He went in business in 1907.

Q. 1907?

A. 1927 he went in business. I worked at the school a year.

Q. Did your business continue practically the same after his death as before it?

A. No sir, it did not.

Q. Can you say whether you took \$5.00, \$10.00 or \$15.00 on an average there?

A. Not a time unless Saturday or Sunday. Did not take it in the week.

Q. Who paid the rent of that store from the time of his death until the present time?

A. I paid it.

Q. What is the amount of that rent?

A. \$16.00 per month.

Q. What other standard charges have you paid from the proceeds of that store?

A. The light bill.

Q. What is that a month?

A. That is \$3.00, \$4.00 or \$5.00.

Q. Is there a water charge on that store?

A. No, no water, pump in the house.

Q. Have you paid yourself any salary since September up to the present time?

A. I have not.

Q. Did the proceeds of that store warrant you paying yourself a salary?

A. No sir.

Q. Then do you mean to say that practically the only receipts from that business is about \$20.00 a month?

A. Oh, there is more than \$20.00 a month.

Q. What, if anything, then, have you done with the balance?

A. I have not any balance.

Q. You are sure of that are you?

A. Sure.

Q. The money that you testified the other day to have paid on the notes to Folk and Company and purchasing from the Southern Furniture Company, from where did you get that money?

A. I got it after he died. I got it out of the business.

Q. Got it out of the business?

A. I had a couple of hundred when he died.

Q. You paid, then, on the notes money that you took in from the restaurant?

A. Some of it come out of my own pocket, when I didn't have money from the business.

Q. Did you keep any memorandum then of the money you advanced out of your own pocket as distinct from the business?

A. I certainly did not.

Q. Then how can you testify that you have paid any specified sum out of your own pocket for the benefit of this estate?

A. I know I gave him \$30.00 one time and \$75.00 when he first went in business but I aint never been in business with him, if I had, I would have been on the license.

Q. Then you have no memoranda, no positive information to guide the Court in determining just how much, if any, the estate owes you other than salary due, have you?

A. I got some checks there where he owed me.

Q. Were all the checks that you produced here in this case loans to George Jackson?

A. All except I got about four or five belong to me in there.

(Other checks here introduced in evidence).

Q. A check drawn to cash and endorsed by A. R. Fleming~~ing~~,
what was that check for?

A. For the doctor's bill.

Q. For doctor bill?

A. Yes.

Q. For who?

A. For George Jackson.

Q. When was that bill incurred?

A. Some time in July. I can't tell the date.

Q. What July?

A. Last July.

Q. What are these checks for? Are these checks for salaries,
each for \$10.00 signed by George L. Jackson?

A. Yes sir.

BY MR. LOVELACE:

Q. What month were those checks dated which George Jackson paid
you as salary?

A. January, 1928.

Q. Are those the only checks that he ever gave you as salary?

A. Yes sir. In 1927 I worked at the school and I started work-
ing for him in 1928. I started working for him in 1928.

Q. You started to say something about borrowing some money
since George's death. What was this money used for?

A. I used it in the business there.

Q. Who did you borrow the money from?

A. I borrowed \$100.00 from Mizelle. I call him "Fats". I bor-
rowed \$50.00 from MacSwain.

Q. Have you borrowed any from anyone else?

A. No, but what I borrowed from the bank.

Q. How much did you borrow from the bank?

A. I think I got \$150.00 from the bank.

BY THE COMMISSIONER:

Q. What was that \$150.00 used for?

A. I used that in the business, some of it, and some I used for debts I owed.

Q. How much did you put in the business?

A. I don't know how much I put in the business. I know I kept up every note that was due.

BY MR. LOVELACE:

Q. Did you borrow this money for the purpose of paying these debts which you have mentioned due E. L. Folk Company and others?

A. No sir.

Q. Did you use any of that money to pay these debts?

A. I had enough money to pay E. L. Folk when I took it over.

BY THE COMMISSIONER:

Witness being shown check bearing date April 23rd, 1928,
is asked:

Q. What was that \$10.00 for? Was that for salary?

A. No.

Q. What was it for then?

A. That is some money he gave me to do something with.

Q. To do something with? What was the something? Do you remember?

A. To give somebody. I gave it to somebody. I can't tell.

BY W. W. FORMAN:

Q. Does anybody work with you now out there?

A. Yes sir.

Q. Who is it?

A. MacSwain.

Q. How much do you pay MacSwain a week?

A. Nothing. I got him as partners. Look at the license and see.

Q. You got him as partner?

A. Well, you go look at the license. That is all you can do.

Q. How does he live, he doesn't get anything?

A. You ask him. Sometimes he goes down here at the Crystal.

Q. How can he work down there and work for you, too?

A. That is easy to do.

Q. Do you know a fellow by the name of Joe Mizelle?

A. Yes, I know Joe Mizelle.

Q. Do you know anything about some hogs that belonged to him and George together?

A. I know nothing about the hogs that belonged to Joe Mizelle and George.

Q. Who do those hogs belong to.

A. I dont know nothing about no hogs. I know George aint no hogs out there.

Q. Did you get some money from Joe Mizelle?

A. No sir. I did not. I got \$100.00 from his brother.

Q. Is he not the same man that owned the hogs?

A. I don't know.

And further this deponent saith not.

W.H.CROCKER, being recalled, by complainant, further testified as follows:

By W. W. Foreman:

Q. Mr. Crocker when the lot s in question ~~were~~ had been paid for at whose request were they put in Henry Jackson's name?

A. George Jackson, made that request.

Q. Was Henry Jackson present at that time.

A. No.

Q. How many times and for what purpose did Henry Jackson come to see you about these lots?

A. Henry Jackson did not come to see me at all.

Q. When you had arranged for the sale of the lots did you consult him as to the purchase price to be paid for them would be satisfactory to him?

A. I did not.

Q. Please state the credits entered on your record, who made the respective entries, and to whom the payments were made, and by whom the payments were made?

A. The first credit, April 1, 1918, entered by myself, was made to me by Mary V. Jackson; the next credit of \$15.00, was paid to me by George Jackson, on April 30, 1918, and the entry was made by me; the next credit of \$30.00, was paid to me by George Jackson, on April 10, 1918, and the entry was made by me; the next credit of \$100.00, was paid to me by George Jackson, on April 7, 1919, and the entry was made by me; the next and last credit of \$285.00, was paid to me by George Jackson, and the entry thereof made by me.

Q. State briefly what dealings you had with Henry Jackson in relation to these lots?

A. The only dealings I had with Henry Jackson in the sale of these lots he came before me or somebody else and signed the deed;

By the Commissioner:

Q. State, if you know, who paid the purchase price on that sale of the lots, and what was done with that money; did the money pass through your hands, if so, how was it disbursed?

A. The purchase price was paid by Mr. A. Herman through the American Bank, and was paid to me; and it was paid by me to George Jackson, and the amount of the trust deed was paid through the American Bank to Mr. Maxey, who was the trustee in the deed of trust. I never paid a penny of the money to Henry Jackson.

By W.W.Foreman:

Q. Was Henry Jackson present when the purchase money was paid for these lots through the American Bank?

A. He was not.

And further this deponent saith not.