1893 - 63 Southampton County Chancery Sickel, Heller + Co. &c Moore, J.W. etc

"Creditors Suit"

Ch. Ct. Southampton Branch.

68 136

Sickel, Heller & Co.

v. Bill & 3 Exhibits.

Moore and others.

John L. Sickel and John F. Kellar merchants and partners trading as Sickel, Kellar & Co. and J. C. Stoneburner and B. F. Richards merchants and partners trading as Stoneburner & Richards. -

against

J. W. Moore, H. L. Griffin Trustee, W. F. Allen and J. T. Bernd merchants and partners trading as W. F. Allen & Co.; Miller L. Creighton, John A. Lawrence and William A. Disney merchants and partners trading as Hurst, Miller & Co.; W. L. Edwards; Wm. L. Moore, Peter Moore, H. Hartman & E. Hartman and merchants and partners trading as H. & E. Hartman & Co.; S. Hamburger and H. Hamburger merchants and partners trading as Hamburger Bros.; R. F. Bayley and John E. Ellis merchants and partners trading as R. F. Bayley & Co.; James Carroll, John R. Adams and W. C. Carroll, merchants and partners trading as Carroll, Adams & Co.; J. L. Clarke and merchants and partners trading as J. L. Clarke & Co.; T. A. Bryan and merchants and partners trading as T. A. Bryan & Co.; Moses Frank & Isidor Hammerslaugh and Joseph D. Kirkman merchants and partners trading as Frank & Hammerslaugh; D. Darby, F. Darby and B. F. Darby merchants and partners

trading as Darby & Co.; John L. Farant and W. B. Farant, merchants and partners trading as John L. Farant & Co.; Lowenburg Lowenburg and merchants and partners trading as Lowenburg Bros. & Co.; W. L. Hudgins and N. W. Nichols merchants and partners trading as W. L. Hudgins & Co.; Edward Murray and S. M. Shoemaker Jr. Kyle, merchants and partners trading as Dinsmore & Kyle; Enamel Isaac Greenbaum Adolph Koenigsberger and Herman Greenbaum, merchants and partners trading as Isaac Greenbaum & Sons. Seward and Hunt merchants and partners trading as Seward & Hunt; C. D. Gray and merchants and partners trading as C. D. Gray & Co. and J. H. Wallace and A. A. Martin merchants and partners trading as Wallace & Martin, E. M. Bamm & C. R. Griffin attorneys & partners as Bamm & Griffin. —

To the Honorable George Blow Judge of the Circuit Court of Southampton County.

Humbly complaining your orators John L. Sickel and John F. Kellew merchants and partners trading as Sickel Kellew & Co, and J. C. Stonebruner and J. C. Richards merchants and partners trading as Stonebruner & Richards, of Baltimore, Maryland, respectfully represent and show

unto the Court that J. W. Moore a merchant doing business in Franklin, Southampton County, Virginia, is justly indebted to your orators Sickel, Heller & Co. for goods, wares and merchandise bargained sold and delivered to him, in the sum of $148.50 with legal interest thereon from the 27. day of February 1885 until payment. An itemized account is herewith filed marked "Exhibit No 1" ~~and~~ which your orators pray may be read as a part of this bill.

That the said Moore is also justly indebted to your orators Stonebruner & Richards for goods, wares and merchandise bargained, sold and delivered to him, in the sum of $134.06 with legal interest thereon from the 28. day of January 1885, until payment. An itemized account is herewith filed marked "Exhibit No 2", which your orators pray may be read as a part of this bill.

That while so indebted the said J. W. Moore, on the 28. day of January 1885, executed and delivered a deed of trust conveying his assets consisting of dry goods, notions, boots, shoes, hats, caps, crockery, glass, hardware, country produce etc. together with all of the books, bonds, notes and open accounts due to the said Moore, to R. G. Griffin,

Trustee for the avowed purpose of securing the debts to your orators, and certain other of his creditors therein named, and hereinafter named as defendants in this suit.
A copy of the said deed is herewith filed marked "Exhibit No. 3" and your orators pray that it may be read as a part of this bill.

The said conveyance purports to secure two classes of creditors. The second class creditors being postponed until the first class creditors have been paid in full. Your orators are named in the second class. By the terms of the deed the said Griffin Trustee has no authority to take possession of the said property until he shall be required so to do by a majority in interest of the said first and second class creditors. and a majority in interest are put in the first class, so that the second class creditors are powerless to avail themselves of any benefit whatever under the said deed. As a security, to them the said deed is a delusion and a snare.

By clear and irresistible implication the said Howe reserves the right to ~~dispose~~ remain in possession of the said assets, and to dispose of them, and

collect the proceeds just as he did before its execution.-
As a matter of fact your complainants are informed, believe and they therefore charge that the said Griffin, Trustee, has not taken possession of the said property, but the same has remained in the possession of the said Moore, and is now under his control.- He is selling them off day by day and collecting the proceeds in the usual course of business without accounting therefor to the Trustee or to any other person.-
That the said Moore has no other property to which your orators can resort for the satisfaction of their debts.-
Thus the assets to which your orators have a right to resort are being daily dissipated.-
Your orators allege that the said deed of trust was made by the said Moore with intent to hinder delay and defraud his creditors of and from what they are lawfully entitled to, of which intent all the grantees who were privy to its execution had notice.-
That the said deed contains expressly and by implication reservations for

the benefit of the grantor inconsistent with its avowed purpose, and that it is therefore in law fraudulent upon its face, null and void as to your orators.-

Forasmuch therefore as your orators are without remedy save in a Court of Equity where such matters are properly cognizable and relievable they pray that the said J. W. Moore; R. R. Griffin, Trustee; W. F. Allen and J. T. Boring merchants and partners trading as W. F. Allen & Co.; Miller R. Creighton, John A. Lawrence and William S. Disney merchants and partners trading as Hurst Miller & Co.; W. R. Edwards; Wm. P. Moore; Peter Moore; H. Hartman, E. Hartman and merchants and partners trading as H. & E. Hartman & Co.; S. Hamburger and H. Hamburger merchants and partners trading as Hamburger Bros.; R. P. Bayley and John E. Ellis merchants and partners trading as R. P. Bayley & Co.; James Carroll, John Q. Adams and W. C. Carroll, merchants and partners trading as Carroll, Adams & Co.; J. R. Clarke and merchants and partners trading as J. R. Clarke & Co.; T. A. Bryan and merchants and partners trading as T. A. Bryan & Co.;

and Joseph D. K. Horner,
Moses Frank ~~and~~ Isidor Hammerslough, merchants
and partners trading as Frank & Hammerslough;
D. Darby, P. Darby, and B. F. Darby merchants
and partners trading as Darby & Co.; John L.
Farant and W. B. Brant merchants and partners
trading as John L. Farant & Co.; David Lowenburg
Lowenburg and merchants and
partners trading as Lowenburg Bros. & Co.;
W. L. Hudgins and N. W. Nichols merchants and part-
ners trading as W. L. Hudgins & Co.; Edward Murray
and S. W. Shroyer, Jr. ~~and Kyle~~ merchants and partners trading
as Dinsmore & Kyle; ~~Isaac~~ Greenbaum and
and Herman Greenbaum
Adolph Cunningham merchants and partners trading as
Isaac Greenbaum & Sons; Seward and
Hunt, merchants and partners trading
as Seward and Hunt; C. D. Gray and
merchants and partners trading as C. D.
Gray & Co.; J. H. Walters and A. A. Martin mer-
chants and partners trading as Walters & Martin;
and C. W. Baum and K. R. Griffin attorneys and
and all other persons interested in the subject matter, whose names are to the
complainants' unknown, who are also defendants as parties unknown
partners as Baum & Griffin, may be made
parties defendant to this bill and required
to answer the same (but the complainants
waive answers under oath), that an
injunction may be awarded to prohibit
and restrain J. W. Moore, K. R. Griffin,
Trustee, their agents, attorneys and all
other persons from proceeding to sell or dispose

of any of the stock of goods merchandise, in the store house and ware-rooms recently or of any of the proceeds of the sales of the said merchandise occupied by J.H. Moore in Martinsburg W.Va. and from collecting any of the bonds notes and open accounts conveyed in the said deed of trust; that a receiver may be appointed to take possession of the said assets and dispose of the same under the decrees of this Court; that your orators debts may that the said deed of trust may be set aside and annulled be paid out of the said assets; that all proper accounts may be taken, and for such other, further and general relief as the nature of the case may require and the principles of equity justify.

Let a Supena go &c

And your orators will ever pray &c

Sickel Hellen & Co.,
Stonebraker & Richards
by Counsel

Rob. N. Straus, p.q.

State of Virginia County of Shenandoah, to wit:

This day B.C. Ely personally appeared before me and made oath that the statements contained in the foregoing bill so far as made of his own knowledge are true, and so far as made from knowledge or information derived from others he believes them to be true. Given under my hand this 9 day of March 1885.

Rob. N. Straus Commissioner in Chancery.

W. P. Moore

vs } Petition
Mandamus

J. W. Moore et als.

1885. Apl 4th

W. P. Moore
vs
J. W. Moore & c

To Honorable George Blow judge of the
circuit Court of Southampton county

Your petitioner W. P. Moore begs leave
to file this his petition in the case
of Sickle. Helen & co vs J W. Moore et als
now pending in the circuit court
of aforesaid county and is shows unto
your honor the following facts. That
J. W. Moore of the town of Franklin
Southampton county Va on the 28th
of January 1885 made a deed to
R. R. Griffin of the city of Portsmouth
Va by which he conveyed all that
certain stock of goods and general
merchandise contained in the store
house and ware rooms of J. O. Moore
situated in town of Franklin and
occupied by said J. W. Moore as
merchant. Same consisting of dry
goods. notions. boots. shoes. hats. caps
glass. crockery and hardware and
country produce and such articles
of general merchandise not mentioned
as are usually kept in a retail
country store. together with all of
the books. bonds. notes and open
accounts belonging to. due and

owing said J.N. Moore. In trust
first to secure ratably payment
of following sums of money due and
owing by him to following parties
To H F allen & Co $342.48. to Hunt.
Miller $322.22. to M.R. Edwards $600.
to your petitioner W.P. Moore $500.- and to
Peter Moore $500.- and secondly after
payment ratably of above amounts
then to secure payment ratably of
following claims. To H. & E Harlmon
& Co 129.50/XX. to Hamberger Bros $50 22/XX
to R.P. Bailey & Co $33 60/XX. to Worrell. Adams
& Co $132 69/XX. to J.R. Clarke & Co $32 25/XX
to J.A. Bryan & Co $52.95/XX. To Frank
Hammersbough $170.25/XX. to Darby & Co
$60.- to Stoneburner & Richards
$134 00/XX. to John. L Farand & Co
$43.38/XX. to Lowenberg & Bros - Co $202.85/XX
to Dickle Allen & Co $148.50/XX to N.R.
Hudgins & Co $35.85/XX. to Dinsmore
Kyle & Co $64.53/XX. to Greenbaum & Sons
$129.69/XX. to Seward. Mint $73 83/XX. To C.D.
Granger & Co $23 85/XX and to Wallers. Morin
$66.65/XX. Said deed provides if said
J.N. Moore should make default
and fail to pay after reasonable
demand of payment of any of

the aforesaid sums of money of either first or second class creditors. the said K. R. Griffin Trustee shall after being requred by a majority in interest of said first & second class creditors take possession of aforesaid property and assets and sell the same for cash at public auction or private sale as to him may appear most beneficial for all parties concerned ~~concerned~~ and out of proceeds of sale pay costs and expenses of same including a commission of five per cent. reasonable counsel fees. clerk hire and pay first class creditors mentioned therein ratably and after they are paid then pay ratably creditors of second class. all of which will more fully appear from a certified copy of said deed filed in this cause of record. Helen Moore et als marked Exhibit No 3 and prayed to be taken as a part of this petition and considered herewith. That said J. N. Moore is justly indebted to your petitioner. N. P. Moore in the sum of $500.00 by note in writing which has been due

and owing to your petitioner by Moore since 22 Feby 1882 for money loaned and expended by him for said Moore as evenduced by this note in writing ~~assaid~~ for the same herewith filed. marked exhibit No 10 and prayed to be taken as a part of this bill. and that Moore has never paid him the same. and that he made the said deed without the consent. knowledge or approval of your petitioner and that he has not accepted the same. but has peremptorily refused to do so and doth further reject and repudiate the same. and wishes the same set aside and get his proportion of the assets and only what is fair and just. That he charges and avers that the said deed is fraudulent. null and void. for said Moore therein reserves unto himself powers totally incompatible with its avowed design. Namely that he shall remain in quiet possession of aforesaid goods and asset and continue to sell and receive as usual the money for same (and account to no one for it) until reasonable demand of payment of any sums of money

of either first or second class creditors and then only upon a demand by a majority in interest of said first and second class creditors. Shall the aforesaid trustee take possession of aforesaid goods, wares and assets or which gives more too great powers and totally inconsistent and contrary to the avowed purposes and designs of said deed and per se shows it to be. to defraud hinder and delay your petitioners from getting this just debt and so making said deed fraudulent null and void. Now your petitioners pray to be made parties plaintiff in aforesaid suit of Sickle Helen vs vs Moore it als recently brought and now going on for the purpose of setting aside said deed and distributing the funds under the direction of this court and in which and injunction has been already granted restraining said Moore his trustee agent and assigns from in any way selling or disposing of said property and that the parties named as defendants in the aforesaid suit may be made

* parties

defendants as to this petition * except such as may come in by publication and ask to be made publication and required to answer the same and that this petition may be treated as a part and heard along with said plaintiffs bill and that aforesaid deed of trust of J. W. Moore be declared null and void and set aside and that the court would appoint a receiver to take charge of + sell and under the direction of this court distribute the proceeds of said sale according to principles of law and equity. and that the court would grant. such. other further and general relief to your petitioner as the nature of this cas may require or to equity seem meet. as in duty bound your petitioner will ever pray

May it to please the court

Signed —

Wm. J. Moore

H. B. Shands & Son

attys for petitioner

(over)

State of Va
Southampton County To-wit
The above petition of H.P. Moore was
this day subscribed and sworn to before
me H. Shands a commissioner in chancery of
circuit court of aforesaid State & county by
H.P. Moore. Given under my hand
this 3rd of April 1885

H. Shands
Comr in Chancery

Moore
No 3 note
Moore
$500

$500.00/100

Due Wm P. Moore five hundred dollars in cash for value received with interest to be added from date Feby 22/82

J. W. Moore

To the Hon: Jeorge Blow, Judge of the Circuit Court for the County of Southampton:

Your petitioner Peter Moore shows unto your Honor as follows:

J. W. Moore of the town of Franklin and County aforesaid, on the 28th day of January 1885 made a deed to K. R. Griffin of the City of Portsmouth by which he conveyed to the said Griffin all that certain stock of goods and general merchandise contained in the Store house and two rooms belonging to J. O. Moore, situate in the said town of Franklin and occupied by the said J. W. Moore as a merchant, consisting of dry goods, Notions, boots, shoes, hats, caps Crockery, glass, hardware, country produce and such articles of general merchandise, not mentioned, as are usually kept in a retail Country store, together with all of the books, bonds, notes and open accounts belonging to and due and owing to the said J. W. Moore, in trust, first to secure ratably the payment of the following sums of money owing by him to the following: to W. F. Allen & Co $342.48; to Hurst Miller & Co. $322.72; to M. R. Edwards $600.00; to W. P. Moore $500, and to yourself $500.00; and 2nd after the payment ratably of the above named debts, then to secure the payment ratably the following debts due the parties now to be named, to wit: to H & E Hartman & Co $129.50; to Hamberger Bros $50.72; to R. P. Bailey & Co $33.00; to Carroll Adams & Co $132.63; to J. R. Clarke & Co $32.25; to J. A. Bryan & Co $52.95; to Frank & Hausmen Clough $170.25; to Darby & Co. $60.00; to Stonebumer & Richards $134.00; to John L. Harant & Co. $43.05; to

Lawrenburg Bros & Co $202 85/100; Sickel, Hellen & Co $148 50/100; to W. R. Huggins & Co $35 85/100; to Dinsmore & Kyle $64 50/100; to Greenbaum & Sons $129 69/100; to Seward & Allen $73 83/100; to C. D. Gray & Co. $23 85/100 and to Walter & Allaire $66 65/100.

Said deed provides that if the said J. W. Moore should make default and fail to pay after reasonable demand of payment of any of the aforesaid sums of money of either the first or second class, the said K. R. Piffer trustee shall after being so required by a majority in interest of the said first & second class creditors take possession of the property and assets above mentioned and sell the same for cash at public auction or by private sale as may to him appear most beneficial to the parties concerned and out of the proceeds of sale pay costs & expenses thereof including five per cent commissions to the said trustee & reasonable counsel fees, clerk hire &c and then pay the first class creditors mentioned ratably, and after they are paid the creditors mentioned of the second class ratably - All of which will the more fully appear by reference to said deed & certified copy whereof is herewith filed as a part of this bill marked Exhibit "A"

The said J. W. Moore is justly truly indebted to your petitioner in the sum of five hundred dollars for money borrowed & has been so indebted since April 1884, and said deed was made without the knowledge or consent of your petitioner and has in no way been accepted by him, but on the contrary your orator repudiates said deed and the provision therein made

for him, and charges that its effect is to defeat its avowed purpose and object, that it is fraudulent per se and utterly null and void. Under said deed the said stock of merchandise cannot be taken possession of by the trustee until after demand of payment, and default upon the part of the grantor and not until a majority in interest of the first-second class creditors require him to take possession of the same, and by necessary implication the grantor has a right to retain possession of said stock & sell the same and thereby defeat the expressed intention of said deed.

That there is now pending in the said Court a suit in the name of Sickel, Heller & Co. et al plaintiffs against J.W. Moore et al, defendants, the object of which is to set aside said deed and to distribute the assets and property thereby conveyed & or the proceeds of sale of said property under the direction of this Court. Upon the prayer of the plaintiffs in said suit and injunction has been awarded and your petitioner is informed & charges that under an order therein made by your Honor, the Sheriff of the said County is in possession of the property conveyed by the said Moore and the grantor & grantee in the same have been enjoined & prohibited from in any manner interfering with the goods merchandise, books, notes & open accounts & embraced therein.

Your petitioner prays to be made a party plaintiff to said suit; that the parties therein named as defendants be made defendants to this petition required to answer the same; that this petition be made and treated as a part

of said bill filed by the plaintiffs in said suit; that said deed be set aside and held and declared void, that a Receiver be appointed to take charge of the property conveyed by the said deed and collect the same and collect all debts due to the said J.W. Moore and that this Court will administer the proceeds of said sale and collections according to the principles of law and equity and that your petitioner may have such other, further and more general relief as the nature of his case demands and to equity seems meet. And your petitioner as in duty bound will ever pray &c.

Peter Moore

Harmanson & Heath, attys for petitioner.

Subscribed and sworn to before me James E Heath, a Notary Public, in the City of Topeka, by Peter Moore, in the said City this 25th day of March A.D. 1885.

James E Heath Not. Pub.

Peter Moore
vs
J.W. Moore et al
Petition
Filed March 27. 1885.
D.B.P. Clk

Petition of
I. Greenbaum & Sons
Carroll, Adams & Co.
in cause of
Sickel, Keller & Co.
v.
J. W. Moore & Co.

1885. Apl 18th Filed
L.R.P.C.C.

Please file at once
& oblige,
R.R. Peeples

To the Circuit Court of Southampton County.

Your petitioners Emanuel Greenbaum, Adolph Hemingsberger and Herman Greenbaum merchants and partners trading as Isaac Greenbaum & Sons, and James Carroll, John R Adams and W. C. Carroll merchants and partners trading as Carroll, Adams & Co. respectfully represent to the Court that, J. W. Moore of Franklin Va. is justly indebted to the said Isaac Greenbaum & Sons in the sum of $129.69 with legal interest thereon from the 27 day of October 1884 until paid, for certain goods, wares and merchandise bargained, sold and delivered to the said Moore at his special instance and request. An itemized account is herewith filed marked Exhibit, which your petitioners pray may be read as a part of this petition.

That the said Moore is also justly indebted to the said Carroll, Adams & Co. in the sum of $100.63, with legal interest thereon from the 1. day of

October 1884 until paid for certain goods wares and merchandise, bargained, sold and delivered to the said Moore at his special instance and request. An itemized account is herewith filed marked Exhibit, which your petitioners pray may be read as a part of this petition.-

That a chancery suit has been recently instituted and is now pending in the Circuit Court of Southampton County in the name of Sickel Heller & Co. and Stoudenmier & Richards against the said J. W. Moore, K. R. Griffin, Trustee and others, the object of which is to set aside and ~~and~~ annul a certain deed of trust dated the 28. day of January 1885 from the said J. W. Moore to K. R. Griffin, Trustee, on the ground that the said deed was executed with intent to hinder, delay and defraud the creditors of the said Moore.-

Your petitioners join in all of the allegations and prayers contained in the bill in the said suit, pray that that they may be admitted as parties plaintiff therein, that their said

debts may be paid out of any assets that may be under the control of the Court in the said cause, and for such other further and general relief as the nature of their case may require and to equity shall seem meet. —

And your petitioners will ever pray &c. —

~~Let~~

Isaac Greenbaum & Son.
Carroll, Adams & B.
by Counsel.

Rob. R. Bentley
Counsel.

Darby & Co
vs
Petition
Moore

Case of Sickel Hellum & Co
vs
Moore
1885 April 14th Filed

Please file

Sickel. Hellum & Co
vs
Petition of
Darby & Co
Moore
1885 Apl 14. Filed.
L R Prince C.C

To the Circuit Court of Southampton County:

Your petitioners D. Darby, P. Darby and B. F. Darby merchants and partners trading as Darby & Co. respectfully represent to the Court that J. W. Moore of Franklin Va. is justly indebted to your petitioners in the sum of $60.$\frac{50}{100}$ for goods wares and merchandise bargained sold and delivered to the said Moore at his special instance and request. ~~Copy~~ An itemized account is herewith filed marked Exhibit which your petitioners pray may read as a part of this petition. Interest is claimed upon the said indebtedness from the 13 day of November 1884.

That a suit in chancery has been recently instituted in the Circuit Court of Southampton County by Sidat Ellen & Co. and Stoudenmire & Richards, the object of which is to set aside and annul a certain deed of trust dated 28 day of January 1885 from the said J. W. Moore to K. R. Griffin Trustee, on the ground that it was

executed with intent to hinder, delay and defraud the creditors of the said Moore. -

Your petitioners join in all of the allegations and prayers in the bill in the said suit contained and pray that they may be admitted as parties plaintiff in the said suit, that their said debt may be paid out of any assets that may be under the control of the Court in the said cause, and for such other further and general relief as the nature of the case may require and the principles of equity justify. ~~and~~ -

And your petitioners will ever pray &c. -

Darby & Co. -
by counsel. -

Robt. W. Peatus. -
Counsel. -

Sickle Hollenbeck et al
vs
J. H. Moore et al

Answer of
H. R. Seiffert. Trustee.

In the Circuit-Court of Southampton County Va.
Sickle Hellen & Co Et al
Vs
J. W. Moore et als

The answer of K. R. Griffin, trustee, one of the defendants to the bill of Sickle, Hellen & Co et als complainants, exhibited against him and others in the Circuit-Court of Southampton County.

This defendant now, and at all times hereafter, saving and reserving to himself all, and all manner of benefits and advantages of Exception and insufficiencies in the said Complainants bill of complaint contained, for answer thereto, or so much and such parts thereof as this defendant is advised is material for him to make answer to, answering saith, that it is true as alleged in complainants bill, that he was made trustee in a certain deed of trust from J. W. Moore, one of the defendants to this suit, bearing date on the 28th day of January 1885, by which deed the said J. W. Moore conveyed to this defendant his stock in trade, consisting of dry goods, notions, boots, shoes, hat cases, groceries, glass, crockery and hardware, country produce, and books, bonds, notes, and open accounts, contained in the store house and ware rooms of J. C. Moore, situated in the town of Franklin, Southampton County, Virginia,

In trust to secure the debts due the Creditors of the said D. W. Moore, as mentioned, and in the order of Classes named in the deed aforesaid, a copy of which is filed as Exhibit-B, as a part of the bill of the Complainant, and which copy is asked to be taken and read as a part of the answer of this defendant:
And this defendant says, that after the Execution of said deed, he, as trustee, directed the said Moore, the grantor therein named, to proceed to take an inventory of the stock of goods, books, bonds &c, owned therein and report the same to this defendant, which the said Moore did as soon as it was practicable for him to complete said inventory. And this defendant further says that he, by the direction of the said Moore, immediately after the Execution of said deed, did inform the Creditors of the said Moore, by letter to each and every one of them, except those whom this defendant saw in person, of the date and provisions of said deed of assignment; and that after the said inventory had been completed and furnished this defendant, he ordered to the Creditors of the said Moore a true and accurate account of his assets and liabilities, and requested that said Creditors would advise him of their instructions in the premises.
And this defendant says further, that though by the terms of the deed of assignment, he was not required to take charge of said Stock of goods &c,

until instructed to do so by a majority in interest of the said first and second Class Creditors of the said Moore, he, the said Moore, was advised by this defendant, as soon as he had taken and finished the inventory aforesaid, to keep an account, and furnish the same to this defendant, as trustee, of his, the said Moore's, transactions in the management of the stock in trade, as aforesaid, and as far as he is advised, and as this defendant verily believes, said advice would have been strictly followed had not the said Moore been restrained from so doing by the effects of an injunction awarded in this suit by this honorable Court.

And this defendant answers further that so far as he is informed, and believes, there was no collusion between the said Moore and his creditors either of the first or the second Class named in his said deed of assignment, in the execution thereof; and, therefore, so far as this defendant is informed and advised, he denies, and says it is not true that said deed of assignment is fraudulent per se, or that it was made to hinder, delay and defraud the creditors of the said Moore, but on the contrary, he believes the same was made in good faith, and with a purpose to protect his creditors in the order named in his said deed of assignment.

And this defendant having thus answered the bill of the complainant, prays that the injunction awarded in this cause may be dissolved; that the proceeds of the sale of the stock of goods, books &c, made by Reuin Perkins, appointed for the purpose, by this honorable Court, be distributed among the creditors of the said Moore, according to the provisions of this said deed of Assignment; and that this defendant be hence dismissed with his reasonable cost and charges in this behalf expended

K. R. Griffin, Trustee

State of Virginia

Southampton County to-wit:

This day personally appeared before me J. C. Parker a Notary Public for the County aforesaid, K. R. Griffin trustee, whose answer is above written, and made oath that the statements contained in the said answer, so far as made of his own knowledge, are true, and that such statements as are made therein, from knowledge or information derived from others, he believes to be true

Given under my hand this 5th day of November 1888

J. C. Parker N. P.

Petition of

Frank L. Saunderson

in

Fidel, Nelson & Co. &c

vs. —

J. W. Moore &c

1885. Apl 8th filed.

To the Circuit Court of ~~Southampton~~
Southampton County:

Your petitioners Moses Frank, Sidon Hammerslough and Joseph D. K. Horner merchants and partners trading as Frank & Hammerslough represent to the Court that J. H. Moore of Franklin Va. is justly indebted to your petitioners in the sum of $170.25 with legal interest, from the 1. day of October 1884 until paid, for goods wares and merchandise bargained, sold and delivered to him by your petitioners. An itemized account is herewith filed marked "Exhibit" which your petitioners pray may be read as a part of this petition. -

That a chancery suit has been recently instituted in the Circuit Court of Southampton County by Sickel, Heller & Co. & others, against J. H. Moore & others, the object of which is to set aside and annul a certain deed of trust executed by the said Moore conveying certain property to K. R. Griffin, Trustee, on the ground that the said conveyance was executed

with intent to hinder, delay and defraud the creditors of the said Hood.

Your petitioners join in all the allegations and prayers in the bill in the said suit contained, pray that they may be admitted as parties plaintiff in the said suit and that their said debt may be paid out of the assets under the control of the Court in the said cause.
And they will ever pray &c.

Frank A Hammerslough
by Counsel.

Rob. N. Harris,
p.q. —

Petition of

T. A. Bryan & Co.

in

Sidal Mellow & Co.

v.

J. W. Moore & Co.

1885. Apl 13. Filed

L. B. Price. C.C.

To the Circuit Court of Southampton County.

Your petitioners J. A. Bryan and merchants and partners trading as J. A. Bryan & Co. respectfully represent to this Court that J. W. Moore of Franklin Va. is justly indebted to them in the sum of $52.95- with legal interest thereon from the 1. day of February 1885- for certain goods wares and merchandise bargained, sold and delivered to the said Moore at his special instance and request and for which your petitioners have never been paid. - An itemized account is herewith filed marked "Exhibit" and your petitioners pray that it may be read as a part of this petition. -

That a suit in chancery has been recently instituted in the Circuit Court of Southampton County. the by Sickel Heller & Co. vs. Moore against J. W. Moore, K. R. Griffin, Trustee, and others, - the object of which is to set aside and annul a certain deed of trust dated the 28. day of

January 1885 from the said J. H. Moore to I. R. Griffin, Trustee, on the ground that it was executed with intent to hinder, delay and defraud the creditors of the said Moore.

Your petitioners join in all of the allegations and prayers in the bill in the said suit contained, and pray that they may be admitted as parties plaintiff to the said suit, that their debt may be paid out of the assets that are under the control of the Court in the said cause, and for such other, further and general relief as the nature of their case may require and the principles of equity justify.

And your petitioners will ever pray &c.

T. A. Bryan & Co.
by Counsel.

R. V. W. Peyton,
Counsel.

Petition of
Walters & Martin
in
Sickel, Heller & Co
v.
Moore & Co
1885. Apl. 8th. filed.

To the Circuit Court of Southampton County:

Your petitioners J. H. Wallace and A. A. Martin merchants and partners trading as Wallace & Martin respectfully represent to the Court that J. H. Moore of Franklin Va. is justly indebted to your petitioners in the sum of $70.05 ~~for goods~~, with legal interest thereon from the 30 day of January 1885 until paid for goods, wares and merchandise bargained, sold and delivered to the said Moore, and for which your petitioners have never been paid. An itemized account is herewith filed marked "Exhibit" which your petitioners pray may be read as a part of this petition.

That a suit in chancery has been recently instituted in the Circuit Court of Southampton in the name of Liebel, Keller & Co. and Stonebruner & Richards as complainants against the said J. H. Moore and others, defendants, the object of which is to set aside a certain deed of trust executed by the said Moore to R. R. Griffin, Trustee, on the ground that it was executed with intent to hinder, delay and

defraud the creditors of the said Moore, and is hence fraudulent and void. —

Your petitioners join in all the allegations and prayers in the bill in the said suit contained, pray that may be made parties plaintiff in the said suit, and that their said debt may be paid out of any funds that may be under the control of the Court in the said cause. —

And your petitioners will ever pray &c. —

Watters & Martin
by Counsel

Rob. W. Travis,
p.p.

Sichel Hellenstein
& Jacobi
W. Monroe.

St. Paul

Franklin, Va., Dec 3rd, 1885

Mr R. R. Pearce & Co

In Account with

FRANKLIN GAZETTE

Book and Job Printing Office,

DR. M. E. DAUGHTRY, Editor and Proprietor.

All Kinds of Job Printing Done with Neatness and Dispatch.

1885-

Dec 1st To Legal advertising
Helen A Cox & others
vs. J. W. Moore, Jr. R.
Gr Jeffries Trustee &c. $10 00

Dec 3rd 1885
Received Payment
Joseph B. Pearce
M. E. Daughtry

Dinsmore vs Kyle

Petition

vs

Accounting

S. W. Moore vs als

1885. Apl. 4"

To The Honorable Geo. Blow judge of the circuit court of Southampton County in chancery sitting

Respectfully pititioning your pititioners Edward Murray and Samuel M Shoemaker merchants and partners doing business under the name firm and style of Dinsmore & Co all of Baltimore Maryland shew unto your Honor that J. W. Moon of the town of Franklin Southampton Co Virginia on the 28th day of January 1881 - made a deed of trust to K. K. Griffin Trustee of the city of Portsmouth by which he conveyed to the said K. K. Griffin all that stock of goods and genral merchandise contained in the store house and ware room belonging to J. W. Moon situate in the said town of Franklin and occupied by the said J. W. Moon as a merchant consisting of dry goods, notions, boots, shoes hats, caps, crockery, glass, hardware and country produce and such articles of genral merchandise, not mentioned as are usually kept in a country retail store together with all the books, bonds notes and open accounts belonging to

due and owing to the said I. W. Moore
& Trust to secure first ratably the
following sums of money owing by
him to the following persons. To W. F
Allen & Co $342.48 cts, to East Mills
& Co $322.72 cts to M. R. Edwards the
sum of $100, to W. P. Moon the sum
of $300 and to Peter Moon the sum of
$300, secondly upon the further trust
after paying ratably of the above said
parties in full, to secure the payment
ratably of the following named sums
to the following named parties viz to
H & E Hartman & Co $129.50 cts to
Hamburger & Bro $30.72 cts, to R. P.
Bailey & Co $32.25 cts, to Carroll, Adams,
& Co $132.63 cts, to J. R. Clark & Co
$32.25 cts, To T. A. Bryan & Co $32.75 cts
To Frank & Hammerslough $170.25 cts,
To Darby & Co $60, to Stonestreet &
Richards $134.05 cts, to John L. Farrar
& Co $43.08 cts, to Lowenburg & Bro
$202.85 cts, to Isbel Hellen & Co $148.50 cts
to W. R. Hudgins & Co $35.85 cts to Jon
Petitioner the sum of $64.50 cts due
by account and herewith filed marked
exhibit A and pray to be taken as a
part of this petition to Jonbaum &

& Sons $ 12 & 69 cts, to Secund & Munt $ 73 & 83 cts to C.D. Gray & Co $ 23 & 85 cts, and to Watkins & Martin $ 16 & 65 cts. The said deed provides that if the said J. W. Moore, should make default and fail to pay after reasonable demands of payment of any of the aforesaid sums of money of either of the first or second claps. the said K.K. Griffin Truster shall after being so agured by a majority in intent of the first, and second claps creditors take possession of the property and after bying mentioned and sell the same for cash at public auction or by private sale as to him may appear most beneficial to the parties concerned and out of the proceeds of sale pay costs and expenses thereof including five per cent commissions to the said Truster, and reasonable counsel fees, Clerks hire &c and then pay the first clap creditors mentioned ratably and after they are paid the creditors of the secund clap mentioned ratably all of which will more fully appear by the said deed a copy of which is filed with the bill of Lichel & Callum & Co &c vs J. W. Moore and others marked M.K. The

The said J. W. Moon is justly indebted to your Orators in the sum of $64.50 cts as by the state and the said deed was made without their knowledge or consent and in no way has been accepted by them but on the contrary your Orators repudiate the said deed and the provisions thereof made for them and charge that it is null and void and fraudulent per se, under the said deed the property therein conveyed cannot be taken possession of by the Trustee until after demand made of payment and default made on the part of the grantor, and not until a majority in interest of the first and second class creditors agree him to take possession of the same and by necessary implication ~~and by necessary implication~~ the grantor has a right to retain possession of the said stock and sell the same and thereby defeat the expressed intention of the said deed

That there is now pending in the circuit court of Southampton on the chancery side thereof a suit in the name of Sidney Holden & Co

vals plaintiffs vs J. N. Moore vals
defendants The object of which is to
set aside The said deed and to distribute
The assets and property thereby conveyed
and The proceeds of The sale of The
said property under The direction
of This court, upon The prayer of
The plaintiffs' bill in The said suit
an injunction has been awarded and your
petitioners are informed and charge
That under an order made therein
by your Honor The sheriff of Southampton
county is in possession of The property
conveyed by The said Moore and The
Grantor and Trustee K. R. Griffin have
been enjoined and prohibited from in
any manner interfering with The goods
wares and merchandise, books, notes,
accounts &c embraced therein.

Your Petitioners pray to be made
parties plaintiffs to The suit and that
The parties named therein as defendants
be made defendants to this petition
except such as who shall by petition
ask to be made parties plaintiffs
to The said suit and agreed to
answer The same that this petition
may be made and taken as a part

of the bill filed by the plaintiffs in the said suit. That the said deed may be set aside and declared null and void that a receiver may be appointed to take charge of the property conveyed by the said deed, and sell the same and collect all the debts due the said J. N. Moore and that this court will administer to the the proceeds of the said sale and collections according to the principles of law and equity and that your Petitioners may have such other and general relief the premises considered as equity may dictate and the nature of this case may require, and as in duty bound your Petitioners will ever pray &c

Dinsmore & Ryle by
Wm B Shands & Son
their counsel
Shands & Lamar S. C.

S. W. Moon

To 3

Dumm & Kyle

$14.85

A

+++MONTHLY STATEMENT.+++

Baltimore, Feby 5th 1885

Mr. L. W. Moore

Franklin Va

Consumption Co.

EDWARD MURRAY,
S. M. SHOEMAKER, JR. } To DINSMORE & KYLE, Dr.

43 SOUTH HOWARD STREET.

1885			
Jany 8	To mdse		$ 6 44

Above we hand you Statement of Account. Please remit for all Bills due and oblige,

.....

W. R. HUDGINS. N. W. NICHOLAS. T. T. ROBERS.

NORFOLK, VA. April 30th 1885

Mr J M Moore
Fauquier Va

Bought of W. R. HUDGINS & CO.,
WHOLESALE HARDWARE DEALERS,
35 EAST SIDE MARKET SQUARE.

Terms, 60 days

If the terms and prices on this Bill are not correct, advise us at once.

All Invoices must be settled either by Note or Acceptance.

1884						
December	17	2 doz Britton Scrapers 30#			4	50
1885	1	" 1 set Weights			6	50
January	23	" 1/2 doz Padd Locks	1959	200	1	
		" 1/2 " " "	1952	100		50
		" 1/2 " " "	1953	150		75
		" 1/2 " doz Rules		150		75
		" 1/2 " Pockets	8 1/2	400	2	
		" 1/3 " Butcher Knives Cow		300	1	
		" 1/2 " Razors	16d	900	4	50
		" 1/2 " "	10 2	1150	2	75
		" 1/6 Gro Tea Spoons	12	600	1	
		" 1/2 " " "	22a	300	1	50
		" 1 doz R H Cof D Hoe Ax		750	7	50
		" 1 " Ivory Combs	12 2/2		1	75
		" 1 " " "	817		1	
		" 1/2 " Horse Brushes	22	200	1	
		" 1/2 " LB " "	350	300	1	50
		" 1 " Japan Tiles 2in			6	50
		" 1 " " " 3 1/2 "			7	50
		" 1 " " " 4 "			7	50
		Bill Dray			1	50
						30 65
						$35 85

The plaintiffs claim of the defendant the above sum of $35.85 and interest thereon from the 23d. day of March 1885 free paid and costs of their Petition

NEW ATLANTIC HOTEL.

R. S. DODSON,
PROPRIETOR

Norfolk. Va. 17. April 1885

Jos. B. Prince Esq. Clerk &c.
Jerusalem Va.

Dear Sir,

I herewith return the Chancery papers in the case of Sickel Hellen & Co. &c. vs. Woork &c. with a decree appointing John C. Parker Receiver. Please enter it at once. The receiver will qualify in a day or two I suppose.

You will please issue process against the following defendants, unless some of them have filed petitions: A. R. Griffin, Trustee W. F. Allen and J. T. Bolton merchants and

partners trading as W. F. Allen & Co., S. Hamburger and J. Hamburger merchants and partners trading as Hamburg & Bros., John L. Farant and —— merchants and partners trading as Jno. L. Farant & Co., W. R. Rudgins and —— merchants and partners trading as W. R. Rudgins & Co. and E. H. Bann and R. R. Griffin attorneys and partners trading as Bann & Griffin, all of Norfolk Va. ~~Please~~ enclose the Sheriffs fee $3.- ~~and I will repay you~~. —
Here need be only one copy for Col. Griffin I think. —

Very truly yours,

Robt. D. Pruitt.

Sickel, Hellen Ho.

vs } In Chy.

J. W. Moore Sal

Petition of W. R. Hudgins Ho.

1885. May 6. filed

J. R. P. C.

In the Circuit Court of Southampton County, Va.

Sickel, Hellen, Hes.

vs. } In Chancery

J. W. Moore & al.

To the Honorable George Blow Circuit Court Judge in and for said County:

Humbly complaining respectfully represent and show unto Your Honor. Your Petitioners, W. R. Hudgins and A. W. Nicholas merchants and partners in trade under the name and style of W. R. Hudgins and Company. by this their Petition,

That on the 25th. day of April 1885 a suit in Equity was instituted in said Court by John L. Sickel and John F. Hellen, merchants and partners trading as Sickel Hellen Hes. and others against J. W. Moore, K. R. Griffin Trustee and others. for the purpose

of having a certain conveyance ~~and~~ made by said Moore as specified in said suit, set aside and annulled on the ground that it was made with intent to defraud the creditors of said Moore and to hinder and delay them in the recovery of what the said Moore owes them and is fraudulent per se and null and void.

That on the 23d. day of March 1885 the said J W. Moore was indebted to your Petitioners in the sum of $35.85 for divers goods, wares, and merchandise before that time and at his special instance and request sold and delivered unto the said Moore by your Petitioners. as will appear by the itemized statement of their claim herewith filed as part of this petition.

That neither the said Moore nor any person for him has paid any part of said sum of $35.85, the same being still due and unpaid.

Your Petitioners, therefore, join in all the allegations contained in the bill in said suit and pray that they may be admitted as parties

plaintiff and
pray that this their Petition may
be filed in said suit and their
said claim allowed therein and
paid out of any money or assets
under the control of the Court ~~in~~
in said suit; that said convey-
ance may be set aside and
annulled and all other and
futher relief may be granted to
Your Petitioners as the nature of
their case may require or to
Equity may seem proper. And
Your Petitioners will ever pray etc.

W. R. Hudgins Exs.
By their Counsel

Wilbur J. Kelly Esq.
6 May 1885

Dr: Pub.
in Lockel H & Co
to

Mone Pr.

Virginia. In Clerks Office Southampton
Circuit Court Sept 3. 1885.

John L. Siebel and John T. Hellen merchants and partners trading as Siebel, Hellen & Co., and J. C. Stoneburner and B. H. Richards merchants and partners trading as Stoneburner & Richards

against

J. W. Moore, K. R. Griffin, Trustee, W. F. Allen and J. T. Borum merchants and partners trading as W. F. Allen & Co.; Miller R. Creighton, John A. Lawrence and William S. Disney merchants and partners trading as Hurst, Miller & Co.; W. R. Edwards; Wm. P. Moore; Peter Moore; H. Hartman, E. Hartman and merchants and partners trading as H. & E. Hartman & Co.; S. Hamburger and H. Hamburger merchants and partners trading as Hamburger Bros.; R. D. Bayley and John E. Ellis merchants and partners trading as R. D. Bayley & Co. James Carroll, John R. Adams and W. C. Carroll merchants and partners trading as Carroll, Adams & Co. J. R. Clarke and merchants and partners trading as J. R. Clarke & Co.; T. A. Bryan and merchants and partners trading as T. A. Bryan & Co. Moses Frank ~~and~~ Isidor and Joseph D. H. Horner Hammersleigh, merchants and partners trading as Frank & Hammersleigh;

D. Darby, R. Darby and B.F. Darby merchants and partners trading as Darby & Co.; John L. Farant and W.B. Farant merchants and partners trading as John L. Farant & Co.; David Lowenburg, Lowenburg and merchants and partners trading as Lowenburg Bros. & Co.; W.R. Hudgins and N.W. Nicholas merchants and partners trading as W.R. Hudgins & Co.; Edward Murray and S.W. Slocumb Jr. merchants and partners trading as Dinsmore & Kyle; ~~Isaac Greenbaum and Sons~~ Emanuel Greenbaum, Adolph Koenigsburger and Herman Greenbaum merchants and partners trading as Isaac Greenbaum & Sons; Seward and Hunt merchants and partners trading as Seward & Hunt; C.D. Gray and merchants and partners trading as C.D. Gray & Co.; J.H. Walters and A.A. Martin merchants and partners trading as Walters & Martin; E.W. Bauns and K.R. Griffin merchants and partners trading as Bauns & Griffin and all other persons who are not named who are interested in the subject matter and who are made defendants by the general description of parties unknown

The object of this suit to set aside and annul the deed of trust made by J.H. Moore to K.R. Griffin Trustee, dated 28 January 1885, and duly admitted to record in the Clerk's Office of Smith-

ampton County Court on the 30 January
1885, ~~and~~ of J.H. Moore to recover the debts due
to the complainants, and have satisfaction
of the same out of the assets ~~con~~
conveyed in the said deed of trust -

Issue Summons vt. Lowenburg Bros. & Co.
of Norfolk - fee paid $1.00 -

O.P. v. First Miller & Co.
H & B. Hartman & Co.
R.P. Bayley & Co.
J.R. Clarke & Co.
Seward & Trust
C.D. Gray & Co. -
And all other persons interested
in the subject matter whose
names and residences are unknown
Affidavit made by R.H. Prentis.
Teste. J.B. Pinner C.C.

Robt. H. Prentis
P.Q.
6 May 1885

Send Summons to Norfolk for Lowenburg Bros.
$1.00 paid -

Michel Hellmuth
vs 3 Or. Pub
Move to.

1885.
Oct 24. Retd. Publication
completed.

This is a true abstract from the Franklin Four Cornered Printers Bill $10.00

VIRGINIA—IN THE CLERK'S OFFICE OF SOUTHAMPTON CIRCUIT COURT, September 3rd, 1885.

Jno. L. Sickel and Jno. F. Hellen, merchants and partners trading as Sickel, Hellen & Co., and J. C. Stoneburner and B. H. Richards, merchants and partners, trading as Stoneburner & Richards, Plaintiffs,

against,

J. W. Moore, K. R Griffin, Trustee, W. F. Allen and J. T. Borum, merchants and partners, trading as W. F. Allen & Co., M. R. Creighton, Jno. A Lawrence and Wm. A. Dirney, merchants and partners trading as Hurst, Miller & Co., M. K. Edwards, Wm. P. Moore, Peter Moore, H. Hartman, E. Hartman and ——— merchants and partners traiding as H. & E. Hartman & Co., S. Hamburgher and H. Hamburgher, merchants and partners trading as Hamburgher Bros., R. P. Bayley and John E. Ellis, merchants and partners trading as R. P. Bayley & Co., James Carroll, John Q. Adams and W. C. Carroll, merchants and partners trading as Carroll, Adams & Co., J. R. Clarke and ———, merchants and partners trading as J. R. Clarke & Co., T. A. Bryan and ——— as J. R. Clarke & Co., T. A. Bryan & Co., Moses Frank, Isidor Hawgenbaugh and J. C. Hawgenbaugh, merchants and partners trading as Frank & Hawgenbaugh, D. Darby, P. Darby and D. F. Darby, merchants and partners trading as Darby & Co., Jno. L. Farant and W. B. Farant, merchants and partners trading as Jno. L. Farant & Co., David Lourenburg and —— Lourenburg and ———, merchants and partners trading as Lourenburg Bros. & Co., W. R. Hudgins and S. W Nicholas, merchants and partners trading as W. R Hudgins & Co., Edward Murray and S. M. Shoemaker, Jr., merchants, and partners trading as Dinsmore & Kyle, Emanuel Greenbaum, Adolph Kosenburger and Herman Greenbaum, merchants and partners trading as Isaac Greenbaum & Sons, —— Seward and Munt, merchants and partners trading as Seward & Munt, C. D. Gray and ———, merchants and partners trading as C. D Gray & Co., J. H. Walters and A A Martin, merchants and partners trading as Walters & Martin, E. M. Baum and K. R. Griffin, merchants and partners trading as Baum & Griffin, and all other persons who are not herein named, and who are interested in the subject matter and who are made defendants by the general description of parties unknown, Defendants,

IN EQUITY.

The object of this suit is to set aside and annul the deed of trust made by J. W. Moore to K. R. Griffin, trustee, dated 28th. Jan'y 1885, and duly admitted to record in the Clerk's office of Southampton County Court, on the 30th Jan'y, 1885, to recover of J. W. Moore the debts due to the complinants and to have satisfaction of the same out of the assets conveyed in the said deed of trust, and it appearing from affidavit made, that Hurst, Miller & Co., H & E. Hartman, R. P. Bayley & Co., J. R. Clarke & Co., Seward & Munt, C. D. Gray & Co., and all other persons interested in the subject mat ter whose names and residences are unknown, are non-residents of this Commonwealth, It is ordered that they appear here within one month after due publication hereof, and do what is necessary to protect their interests in this suit.

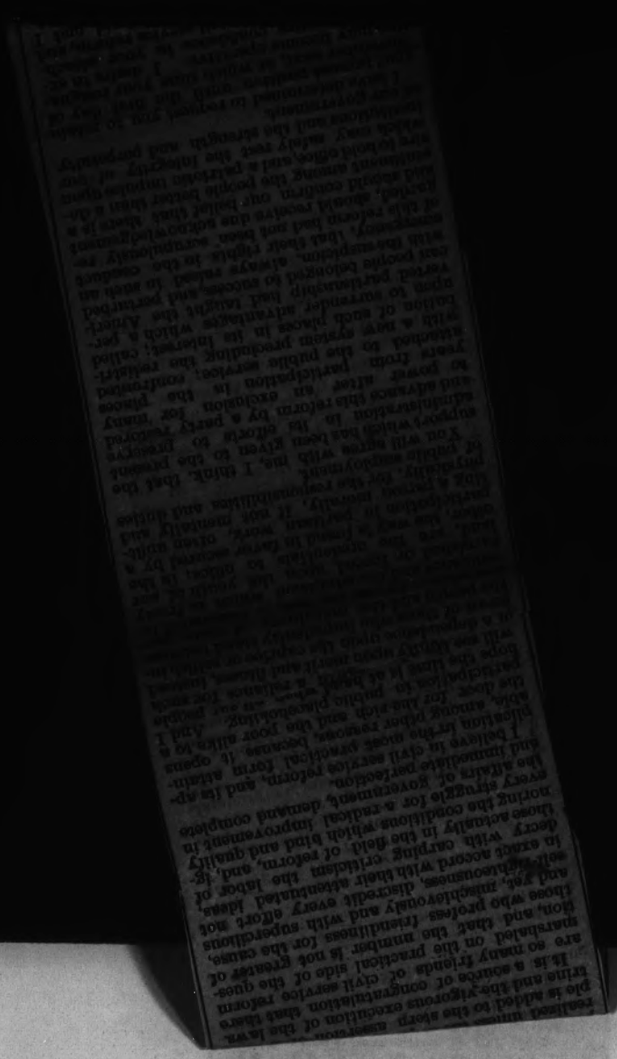
A copy.

Teste. J. B. PRINCE, c. c.

J. B. PRINCE, p. q.

that the lished in the weekly

ughlin Editor.



This is to certify that the above has been published in the Franklin Gazette weekly four times.

M. E. Daughtry
Editor.

Printers Bill
$10.00

Fichel Heilbrun & Co Pl

vs

Bond of Receiver

Monestothers

1885. Apl 21

Know all men by these Presents, That we H. Parker, John Pretlow Jr. J. D. Pretlow, W. H. L. Goodman, & J. F. Bryant and S. B. Pretlow

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Five thousand ——— Dollars, to the payment whereof well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation. Sealed with our seals and dated this 21 day of Apl A. D. 188 6.

THE CONDITION of the above obligation is such that if the above bound

H. Parker, who was appointed a Receiver by a decree entered in vacation by the Judge of the Circuit Court of Southampton County, in the Chancery cause therein depending, Styled Eichel Heller & Co &others vs. J. W. Mone, K. R. Griffin Trustee &others which decree was entered Apl 17. 1885.

under the aforesaid vacation order or any future decree in the said Cause

shall faithfully discharge the duties of his office or trust ~~according to law~~, then the above obligation to be void, or else to remain in full force and virtue.

Signed, sealed and delivered in presence of the Court.

J. D. Parker SEAL

by B. F. McLemore, atty in fact SEAL

W. H. L. Goodman SEAL

by B. F. McLemore, atty in fact SEAL

J. F. Bryant SEAL

by B. F. McLemore, atty in fact SEAL

John Pretlow Jr.

by B. F. McLemore, atty in fact

S. B. Pretlow SEAL

Power of Attorney

Jas. F. Bryant

to

B. F. McLemore.

Know all men by these presents that I Jas. F. Bryant of Southampton County Va. do hereby make, constitute & appoint B. F. McLemore of Southampton County Va. my true & lawful attorney in fact, for me & in my name, to execute a bond, signing & sealing the same, as surety for J. C. Parker, in the penalty of five Thousand Dollars, the said bond being payable to the Commonwealth of Va. and conditioned to be void if the said J. C. Parker shall well & truly perform his duty as Receiver, appointed by the Judge of the Circuit Court of the aforesaid County, of the stock of goods belonging to J. W. Moore in the town of Franklin Southampton County, Va.

Witness my hand & seal this 20 day of April 1868.

J. F. Bryant (Seal)

Power of Attorney
John Pollard Jr
to
B. J. McLemore

Know all men by these presents, that I, John Pittman, Jr. of Southampton County, Va. do hereby make, constitute & appoint B. F. McLemore of Southampton County, Va. my true & lawful attorney in fact, for me & in my name to execute a bond, signing & sealing the same, as surety for J. C. Parker, in the penalty of Five Thousand Dollars, said bond being payable to the Commonwealth of Va. & conditioned to be void if the said J. C. Parker shall well & truly perform his duty as Receiver, appointed by the Judge of the Circuit Court of Southampton County, Va. of the stock of goods belonging to J. W. Moore in the town of Franklin, Va.

Witness my hand & seal this 21st day of April 1885.

John Pittman, Jr. Seal

Power of Attorney
W. L. Goodman
to
B. F. McLemore

Know all men by these presents that I. W. H. L. Goodman. of the County of Southampton. State of Virginia. do hereby make. constitute & appoint B. F. McLemore of Southampton County. Va. my true & lawful attorney in fact. for me & in my name. to execute a bond. signing & sealing the same. as surety for J. C. Parker. in the penalty of Five Thousand dollars. the said bond being payable to the Commonwealth of Va. & conditioned to be void if the said J. C. Parker shall well & truly perform his duty as Receiver. appointed by the Judge of the Circuit Court of Southampton County Va. of the stock of goods belonging to J. W. Moore in the town of Franklin Southampton County. Va.

Witness my hand & seal this 20 day of April 1895.

W H L Goodman (Seal)

Power of Attorney
J. D. Pollard
to
R. F. McLemore

Know all men by these presents that I, J. D. Pretlow, of Southampton County, Va. do hereby make, constitute & appoint R. F. McLemore of Southampton County, Va. my true & lawful attorney in fact, for me & in my name, to execute a bond, signing & sealing the same, as surety for J. C. Parker, in the penalty of Five Thousand Dollars, the said bond being payable to the Commonwealth of Va. & conditioned to be void if the said J. C. Parker shall well & truly perform his duty as Receiver, appointed by the Judge of the Circuit Court of Southampton County, Va., of the stock of goods belonging to J. W. Moore in the town of Franklin Southampton County, Va.

Witness my hand & seal this day of April 1886.

J. D. Pretlow (Seal)

Sickle, Heller vs et al

vs

J. W. Moore et al

Answer of

J. W. Moore

In the Circuit-Court of Southampton County

Sickle, Hellen & es et-als
vs
J. H. Moore et-als
} Answer

The answer of J. H. Moore, one of the defendants to the bill of ~~Complaint~~ Sickle, Hellen & es et-als, Complainants, exhibited against-him in the Circuit-Court of Southampton County.

This defendant now and at-all times hereafter, saving and reserving to himself all, and all manner of benefit and advantage of exceptions and insufficiencies in the said Complainants said bill of Complaint-Contained, for answer thereunto, or so much, and such part thereof as this defendant-is advised is material for him to make answer unto, ~~answering~~ answering, saith, that it-is true as alleged in Complainants bill that he is indebted to them as follows; to Sickle, Hellen & es in the sum of $148.50 with interest-from the 27th day of February 1885; And to Stone, Gunn & Richards in the sum of $34.06 with interest from the 28th day of January 1885. And that it-is also true that on the 28th day of January 1885, this defendant-made a deed to R. R. Griffin, trustee, Conveying to him all of his stock in trade, as a merchant, doing business in the town of Franklin Virginia, Consisting of dry goods, notions, boots, shoes, hat, caps, crockery, glass, and ~~crockery~~ Earthen ware, Country produce, books, bonds notes and open accounts, Contained in the store house and ware rooms of J. H. Moore, situated

in the said town of Franklin, in trust to secure the debt
due his creditors from him as mentioned, and in the or-
der named in the deed aforesaid, a copy of which is filed
as exhibit-3 as a part of the bill of the Complainant, and
which copy is asked to be read as a part of the answer of this
defendant.

This defendant admits it to be true as alleged in bill of the
Complainant, that in his said deed he made two classes
of creditors, and preferred the first-class as against the
second class, in payment of the respective sums due them,
as he was advised he had a right to do under the laws
of the land: And that it is also true as stated in said
bill, that the trustee named in said deed was not re-
quired to take immediate possession of the stock in trade
of this defendant, together with his books, bank notes, and
open accounts, until there was default and failure to pay
the debts enumerated in said deed, and he, the said
trustee, directed so to do by a majority in interest of the
said first and second class creditors. Nevertheless,
this defendant avers, that at the time of the execution of said
deed of trust a large part of the debts ~~due~~ made by him
on account of his said stock in trade, and secured
by said deed was not then due, and the payment thereof
could not at that time have been demanded. And this
defendant further says that at the time said trust deed
was executed, he directed his said trustee to give by
letter, or otherwise, as might be most expedient, prompt
and immediate information to all his creditors of the date

and provisions of his said deed of trust; So that, by the time of the maturity of all his indebtedness they would be advised of the assignment, and enabled to commit action to protect their interest in the premises; And that the said trustee was not required to take actual possession of the stock in trade of this defendant, until he made default in the payment of the debts aforesaid, and that he, the said trustee, so required by a majority in interest of the said first and second class creditors, this defendant, after the execution of said deed, never regarded himself, with reference to said stock in trade, and as to the management thereof, other than as the agent of said trustee, Indeed, So far from acting in the premises on his own account, and in his individual Capacity, this defendant, on the contrary, did, under the direction of his said trustee, proceed as soon as practicable after the execution of said deed of trust, and before the institution of the suit of the Complainants, to take an inventory of the stock of goods, books, bonds notes and open accounts, and reported the same to said trustee upon its completion; And thereupon this defendant was directed by said trustee to render to him an account of his transactions in the management of said Stock of goods until the creditors of this defendant were advised and fully informed of the execution of the deed of assignment, and those instructions would have been implicitly obeyed by this defendant, had he been permitted to remain in charge of said Stock

of goods as agent of said trustee, after his report of the inventory aforesaid. It is not true, therefore, as alleged in the bill of Complainants, that, either by express words in said deed, or "by clear and irresistible implication," this defendant reserved the right therein to remain in possession of the stock of goods aforesaid, and sell them, and collect and dispose of the proceeds just as she did before the execution of said deed.

This defendant further says, there was no collusion between him and his creditors or any or either of them, either of the first or the second class, in the execution of said deed, on the contrary, this defendant avers, that not one of either class knew of his purpose to make said deed, and that it was made without the knowledge or consent of any one of them. And therefore, it is not true as imputed in the bill of the complainants that they were privy to its execution and had notice thereof; Nor is it true that said deed was made to hinder, delay and defraud the creditors of this defendant as alleged in the bill of the complainants, because this defendant says, that he, in good faith, conveyed in said deed all of his property, of any description, except a horse and lot, that were already subjected to a lien for as much as they were worth - for the benefit of his ~~my~~ creditors giving to a majority of them in interest the right to direct and control the trustee,

without any reservation to himself to direct and control him in the disposition of the stock of goods, books, bonds, notes and open accounts as aforesaid.

And this defendant ~~[illegible]~~ denies the right of the complainant to claim payment of the amounts due them, or any part as provided for in the deed of trust aforesaid, inasmuch as they have no special Equities in the premises.

And this defendant having answered and denied collusion between himself and any part of his creditors in the procurement of the execution of the said deed of trust and that the same is not fraudulent per se, and was not made to hinder, delay and defraud his creditors* prays that the injunction granted in this cause may be dissolved, and that he be hence dismissed with his reasonable cost and charges in this behalf most wrongfully sustained.

K. R. Griffin

State of Virginia

Southampton County, to-wit:

This day personally appeared before me, J. C. Parker a Notary Public for the County aforesaid, J. H. Moore, whose answer is above written, and made oath that the statements contained in the said answer, so far as made of his own knowledge, are true, and that such statements as are made therein from knowledge or information derived from others, he believes to be true

Given under my hand this 5th day of November 1885.

J. C. Parker, N. P.

* All which matters and things this defendant is ready and willing to aver, maintain and prove as this honorable Court shall direct, and

† That the proceeds of the sale of the stock of goods, books &c. made by Reuben Parker, appointed for the purpose by this honorable Court, be distributed among the creditors of the said defendant according to the provisions of his said deed of assignment

In vacation 17th April 1885
Circuit Court of Southampton County
Sickel & Allen & als &c
vs
J. W. Moore & als
On the motion of the plaintiffs & for
reasons satisfactory to the court, it
is ordered that John. C. Parker, who is
hereby appointed receiver for that pur-
pose, do take into his possession the
stock of general merchandise, now in
the storehouse & warerooms recently
occupied by J. W. Moore in Franklin, Va.
and all proceeds of sales of any such merchan-
dise, together with all the bonds, notes, open
accounts, choses in action & assets of
every description, conveyed by the said
Moore to R. R. Griffin, Trustee, by deed dated
28th January 1885
The said Receiver is hereby authorized &
directed to convert the said assets into
money with all reasonable speed, by
proceeding at once to collect the out-
standing bonds notes & open accounts,
(with authority to compromise such
as are doubtful) and by making either
public or private sales in the usual course
of trade of the said stock of merchandise.

& other assets for cash in his discretion
And he is directed to advertise the time,
place, & terms of sale in such manner
as he may deem judicious & may employ
such clerks & agents as may be necessa-
-ry for the purpose paying them the
compensation which is customary in the
neighborhood for like services. And all money
realized from the sale & collected from
the said assets, after the payment of
necessary expenses, shall be deposited
on interest account in the Marine Bank
of Norfolk, and the said Receiver shall
make report to the Court & return with
his report a certificate of deposit showing
the sum deposited by him in said Bank as
above directed. But before the said Receiver
shall have any authority under this decree
he shall execute bond before the Clerk of
this Court with good security in the penalty
of $5.000 payable to the Commonwealth of Va.
& conditioned for the faithful discharge
of his duties under this or any future
decree that may be pronounced in this cause.
To the Clerk of the Circuit Geo Blow, Judge
Court of Southampton

I, J. B Prince, Clerk of the Circuit Court of
Southampton County, do hereby certify that the
bond in the above cause has been given with
security deemed sufficient by me.
Test — J B Prince, Clk

To the Hon Geo Blow, Judge of the Circuit Court of Southampton Co Va. Oct 15th 1885

I, John C. Parker, Receiver appointed under the above decree, beg leave to report to the Court that, on the 22nd day of April 1885, in pursuance of & obedience to said decree, I took possession of the said stock of merchandise belonging to said J. W. Moore, (amounting by inventory to about $3305.00/100 Dollars, but many of good old & existing considerably more than at present) & also of open accounts to the amt of $196.00/100, these being all the assets delivered into my hands, & so far as I can ascertain being all conveyed in deed to K. R. Griffin. I proceeded at once to sell the said stock in the said store house which belonged to J. W. Moore, at cash for cash. I continued the sale in this manner until the 17th day of Aug 1885, after which time I continued the sale by public auction finishing on the 10th of September 1885. I also proceeded to endeavor to collect the accounts, but all of them were of long standing & in parties, some of whom were & are from the county & state & nearly all insolvent. I succeeded in collecting only a few

& other assets for cash in his discretion
And he is directed to advertise the time,

the remainder of which I return herewith as inventoried. My receipts were as follows, to wit.

Cash received from sale of stock & the fixtures as per's collected $2260.38

Disbursements as follows:

Apr	28	Pd J. W. Moore for assisting take inventory	4.00
May	1	" T. O. Moore store rent from Nov 17th to date of injunction	28.50
"	2	Incidental	2.80
"	4	" L. A. Gay for license	12.50
"	16	Clerks hire one day	1.50
"	22	" " 4 weeks	26.60
"	30	" " to Fowler for May	35.00
"	31	Pd T. O. Moore store rent for May	20.00
June	18	Postage & stationary	.75
"	20	Cash to Fowler for hire & board for June	35.00
"	30	T. O. Moore store rent for June	20.00
July	23	To Fowler for hire & board for July	35.00
"	23	Town license	5.00
"	31	T. O. Moore store rent for July	20.00
Aug	17	Pd Fowler for hire & board for part Aug	27.12
"	31	" T. O. Moore store rent for Aug	20.00
Sept	10	Fowler for services at auction	14.00
"	"	D. J. Watkins as auctioneer	35.00
"	"	T. O. Moore store rent for 10 days	6.67
"	11	Pd Dr Dugleby for porters	1.50
"	"	Exchange on drafts deposited	4.50
		Com on sales at 5%	113.01
		Total expenses	$466.15

Cash remaining on hand as shown by certificates & deposits herewith filed
$1792.20

This report is correct & vouchers for disbursements are herewith filed.
I said T.O. Moore for sub from time of injunction Mar 17th, because she demanded from the court not from the time the court deprived her & her husband of the use of it. & also by the advice of counsel for the plaintiff.

Very respectly.
John. C. Parker.
Receiver.

Franklin Va.
Oct 18th 1881

[illegible] from the county & state & nearly all insolvent.
I succeeded in collecting only a few

PROMPT ATTENTION GIVEN TO ORDERS,
Correspondence to receive prompt attention, should be addressed to the firm.

Book _____
Folio _____
Salesman Eley

Baltimore _____ 188_

Mr J. W. Moore
Franklin Ga

BOUGHT OF

JNO. L. SICKEL.
JNO. F. HELLEN.

Sickel, Hellen & Co.

IMPORTERS & JOBBERS OF

Hosiery, Gloves, Notions, White Goods, Embroideries &c.&c.

No. 22 HANOVER ST.

Terms: _____

A. HOFN & CO.

BEFORE REPORTING GOODS SHORT, PLEASE EXAMINE CAREFULLY.

Aug 25.		as Ord & Req.					
1760	1	Doz	Cheviot	Shirts		4	
12	1	"	Bicycle	"		4 25	
151	1	"	Cheviot	"		3	
	1	"	Ayer	" 4 25 / 9.00	6 63 / 9.00	18	
790	1/2	"	Florence	"	12.00	6	
490	1/2	"	White	"	900	4 50	
	1/2	"	Argyle	" 1.17 / 4.50	120 / 600	5 25	
	1	"	Bo Jean Drawers	22 / 3.00	22 / 225	5 25	
	1	"	Ladies 1/2 Hose	4820 / .75	117 / .75	1 50	
	1	"	" " "	25 5 / 1.25	4c / 2.00	3 25	
300	1	"	Fey " "			75	
			Case & Tray			50	
#	1	Doz	Suspenders.	4374 / 3.00	1170 / 2.80	1020 / 1.25	6 25 / 6250
Nov 1			Rec'd				
28	1	Doz	Bo Jean Drawers			4	
aug	1	#	Wool Pipes			1 50	
1795	1	"	Cheviot Shirts			4 50	
1515	1	"	Bicycle "			4 50	
117	4	"	Ladies 1/2 Hose	.75		3	
4820	4	"	" " "	.75		3	
900	2	"	Fey " "	1.50		3	
740	2	"	Ingrd " "	150		3	
145	1	"	British " "			2 25	
35	1	"	Bo " "			2 25	
5546	1/2	"	Cheviot Shirts	2100		1050	
4720	1/2	"	"	3000		15	
70	1	"	Wht Ribbed Shirts			4	
30	1	"	Cravat "			4	
			Ford			6450	6250

Nickel, Nellen & Co

v.

Wood & others

Exhibit No. 1.

Account of Nickel, Nellen & Co with Wood & others

1878				
Dec 1	Balance Forward		62	50
1879				
Jan 1	Interest		1	25
Dec 31	Interest		82	50
			146	25
	Interest & Exchange	1	62	
	Balance		84	25
			146	25
1880				
Jan 1	Balance Forward		84	25
	Interest		1	25
Dec 31	Interest		82	50
			167	75
	Interest & Exchange	1	62	
	Balance		105	13
			167	75
1881				
Jan 1	Balance Forward		105	13
	Interest		1	25
Dec 31	Interest		82	50
			188	88
	Interest & Exchange	1	62	
	Balance		126	26
			188	88
1882				
Jan 1	Balance Forward		126	26
	Interest		1	25
Dec 31	Interest		82	50
			210	01
	Interest & Exchange	1	62	
	Balance		147	39
			210	01
1883				
Jan 1	Balance Forward		147	39
	Interest		1	25
Dec 31	Interest		82	50
			231	14
	Interest & Exchange	1	62	
	Balance		168	52
			231	14
1884				
Jan 1	Balance Forward		168	52
	Interest		1	25
Dec 31	Interest		82	50
			252	27
	Interest & Exchange	1	62	
	Balance		189	65
			252	27
1885				
Jan 1	Balance Forward		189	65
	Interest		1	25
Dec 31	Interest		82	50
			273	40
	Interest & Exchange	1	62	
	Balance		210	78
			273	40
1886				
Jan 1	Balance Forward		210	78
	Interest		1	25
Dec 31	Interest		82	50
			294	53
	Interest & Exchange	1	62	
	Balance		231	91
			294	53
1887				
Jan 1	Balance Forward		231	91
	Interest		1	25
Dec 31	Interest		82	50
			315	66
	Interest & Exchange	1	62	
	Balance		253	04
			315	66
1888				
Jan 1	Balance Forward		253	04
	Interest		1	25
Dec 31	Interest		82	50
			336	79
	Interest & Exchange	1	62	
	Balance		274	17
			336	79
1889				
Jan 1	Balance Forward		274	17
	Interest		1	25
Dec 31	Interest		82	50
			357	92
	Interest & Exchange	1	62	
	Balance		295	30
			357	92
1890				
Jan 1	Balance Forward		295	30
	Interest		1	25
Dec 31	Interest		82	50
			379	05
	Interest & Exchange	1	62	
	Balance		316	43
			379	05
1891				
Jan 1	Balance Forward		316	43
	Interest		1	25
Dec 31	Interest		82	50
			400	18
	Interest & Exchange	1	62	
	Balance		337	56
			400	18
1892				
Jan 1	Balance Forward		337	56
	Interest		1	25
Dec 31	Interest		82	50
			421	31
	Interest & Exchange	1	62	
	Balance		358	69
			421	31
1893				
Jan 1	Balance Forward		358	69
	Interest		1	25
Dec 31	Interest		82	50
			442	44
	Interest & Exchange	1	62	
	Balance		379	82
			442	44
1894				
Jan 1	Balance Forward		379	82
	Interest		1	25
Dec 31	Interest		82	50
			463	57
	Interest & Exchange	1	62	
	Balance		400	95
			463	57
1895				
Jan 1	Balance Forward		400	95
	Interest		1	25
Dec 31	Interest		82	50
			484	70
	Interest & Exchange	1	62	
	Balance		422	08
			484	70
1896				
Jan 1	Balance Forward		422	08
	Interest		1	25
Dec 31	Interest		82	50
			505	83
	Interest & Exchange	1	62	
	Balance		443	21
			505	83
1897				
Jan 1	Balance Forward		443	21
	Interest		1	25
Dec 31	Interest		82	50
			526	96
	Interest & Exchange	1	62	
	Balance		464	34
			526	96
1898				
Jan 1	Balance Forward		464	34
	Interest		1	25
Dec 31	Interest		82	50
			548	09
	Interest & Exchange	1	62	
	Balance		485	47
			548	09
1899				
Jan 1	Balance Forward		485	47
	Interest		1	25
Dec 31	Interest		82	50
			569	22
	Interest & Exchange	1	62	
	Balance		506	60
			569	22
1900				
Jan 1	Balance Forward		506	60
	Interest		1	25
Dec 31	Interest		82	50
			590	35
	Interest & Exchange	1	62	
	Balance		527	73
			590	35
1901				
Jan 1	Balance Forward		527	73
	Interest		1	25
Dec 31	Interest		82	50
			611	48
	Interest & Exchange	1	62	
	Balance		548	86
			611	48
1902				
Jan 1	Balance Forward		548	86
	Interest		1	25
Dec 31	Interest		82	50
			632	61
	Interest & Exchange	1	62	
	Balance		569	99
			632	61
1903				
Jan 1	Balance Forward		569	99
	Interest		1	25
Dec 31	Interest		82	50
			653	74
	Interest & Exchange	1	62	
	Balance		591	12
			653	74
1904				
Jan 1	Balance Forward		591	12
	Interest		1	25
Dec 31	Interest		82	50
			674	87
	Interest & Exchange	1	62	
	Balance		612	25
			674	87
1905				
Jan 1	Balance Forward		612	25
	Interest		1	25
Dec 31	Interest		82	50
			695	00
	Interest & Exchange	1	62	
	Balance		633	38
			695	00
1906				
Jan 1	Balance Forward		633	38
	Interest		1	25
Dec 31	Interest		82	50
			717	13
	Interest & Exchange	1	62	
	Balance		654	51
			717	13
1907				
Jan 1	Balance Forward		654	51
	Interest		1	25
Dec 31	Interest		82	50
			738	26
	Interest & Exchange	1	62	
	Balance		675	64
			738	26
1908				
Jan 1	Balance Forward		675	64
	Interest		1	25
Dec 31	Interest		82	50
			759	39
	Interest & Exchange	1	62	
	Balance		696	77
			759	39
1909				
Jan 1	Balance Forward		696	77
	Interest		1	25
Dec 31	Interest		82	50
			780	52
	Interest & Exchange	1	62	
	Balance		717	90
			780	52
1910				
Jan 1	Balance Forward		717	90
	Interest		1	25
Dec 31	Interest		82	50
			801	65
	Interest & Exchange	1	62	
	Balance		739	03
			801	65
1911				
Jan 1	Balance Forward		739	03
	Interest		1	25
Dec 31	Interest		82	50
			822	78
	Interest & Exchange	1	62	
	Balance		760	16
			822	78
1912				
Jan 1	Balance Forward		760	16
	Interest		1	25
Dec 31	Interest		82	50
			843	91
	Interest & Exchange	1	62	
	Balance		781	29
			843	91
1913				
Jan 1	Balance Forward		781	29
	Interest		1	25
Dec 31	Interest		82	50
			865	04
	Interest & Exchange	1	62	
	Balance		802	42
			865	04
1914				
Jan 1	Balance Forward		802	42
	Interest		1	25
Dec 31	Interest		82	50
			886	17
	Interest & Exchange	1	62	
	Balance		823	55
			886	17
1915				
Jan 1	Balance Forward		823	55
	Interest		1	25
Dec 31	Interest		82	50
			907	30
	Interest & Exchange	1	62	
	Balance		844	68
			907	30
1916				
Jan 1	Balance Forward		844	68
	Interest		1	25
Dec 31	Interest		82	50
			928	43
	Interest & Exchange	1	62	
	Balance		865	81
			928	43
1917				
Jan 1	Balance Forward		865	81
	Interest		1	25
Dec 31	Interest		82	50
			949	56
	Interest & Exchange	1	62	
	Balance		886	94
			949	56
1918				
Jan 1	Balance Forward		886	94
	Interest		1	25
Dec 31	Interest		82	50
			970	69
	Interest & Exchange	1	62	
	Balance		908	07
			970	69
1919				
Jan 1	Balance Forward		908	07
	Interest		1	25
Dec 31	Interest		82	50
			991	82
	Interest & Exchange	1	62	
	Balance		929	20
			991	82
1920				
Jan 1	Balance Forward		929	20
	Interest		1	25
Dec 31	Interest		82	50
			1012	95
	Interest & Exchange	1	62	
	Balance		950	33
			1012	95
1921				
Jan 1	Balance Forward		950	33
	Interest		1	25
Dec 31	Interest		82	50
			1034	08
	Interest & Exchange	1	62	
	Balance		971	46
			1034	08
1922				
Jan 1	Balance Forward		971	46
	Interest		1	25
Dec 31	Interest		82	50
			1055	21
	Interest & Exchange	1	62	
	Balance		992	59
			1055	21
1923				
Jan 1	Balance Forward		992	59
	Interest		1	25
Dec 31	Interest		82	50
			1076	34
	Interest & Exchange	1	62	
	Balance		1013	72
			1076	34
1924				
Jan 1	Balance Forward		1013	72
	Interest		1	25
Dec 31	Interest		82	50
			1097	47
	Interest & Exchange	1	62	
	Balance		1034	85
			1097	47
1925				
Jan 1	Balance Forward		1034	85
	Interest		1	25
Dec 31	Interest		82	50
			1118	60
	Interest & Exchange	1	62	
	Balance		1055	98
			1118	60

Correspondence to receive prompt attention should be addressed to the firm.

We expect a strict compliance with terms.

J. C. STONEBURNER.
B. H. RICHARDS.

Baltimore, Nov 29th 1884.

Mr J W Moore Franklin Va

Bought of STONEBURNER & RICHARDS,

D. B. Folio..Y..161..

Terms....60. days...

WHOLESALE GROCERS,

22 & 24 South Howard Street,

And 26 & 28 South Liberty Street.

Not responsible for Safe Arrival of Goods.

2	Bbls St Gran Sugar	294 296	590	6 3/8	37	61
5	Gro 200 Par Matches		200		10	00
5	Cream Cheese Ohio	33 33 33 33 33	159	12½	19	88
8	Bags Shot 2 2 3 BB 2 8		200	6	12	00
6	Do Shoe Soles	36 2 11	36 14		9	00
10	Gl Wrapg Bags	3 lb 160	3 lb 200	2 lb 290	7 lb 400	2460
			Less 25%		615	18 45
1	Bag Rio Coffee		134		9¼	12 40
1	" " Do		133		10½	13 97
		Bag & Box 35	Drag 40			75 $134 06

COMMISSIONER OF DEEDS,

No. 33 Lexington St., Cor. St. Paul St.

State of Maryland, City of Baltimore, to wit:

BY THIS PUBLIC INSTRUMENT BE IT REMEMBERED, That on this 6th day of Feby 188 5, before me the subscriber, G. EVETT REARDON, *Commissioner*, resident in the City of Baltimore aforesaid, duly commissioned and qualified by the Executive authority and under the laws of the State of Virginia to administer oaths and affirmations, and to take depositions, affidavits and the acknowledgement and proof of Deeds and other instruments to be used or recorded therein, personally appeared B. H. Richards

who, being by me duly sworn according to law, did depose and say: That he is a member of the firm of Stoutenburgh & Richards of Baltimore, Maryland,

Which said firm is composed of the following persons, and none others, viz:

O. C. Stoutenburgh, & B. H. Richards

that he believes the goods, wares, merchandise, effects and chattles charged in the annexed account were bona fide sold and delivered as charged, and that his firm has not, nor hath any person for ~~them~~, to his knowledge and belief, received any payment or satisfaction for the articles charged, except the amount credited on the face of said account hereto annexed, nor ~~have~~ has received any security for the same; and that the sum of $ 134,$\frac{10}{100}$ dollars charged and claimed is justly due, together with lawful interest to be added thereto according to the best of his knowledge and belief.

B. H. Richards

And on the same day also personally appeared ~~O. C.~~ J. C. Fullerton Clerk of Stoutenburgh & Richards and made oath in due form of law that the goods, wares, merchandise, effects and chattels charged in the annexed account were sold and delivered, as charged to the said Virginia and at the prices therein charged, and that the said Virginia assumed to pay for the same.

J. C. Fullerton

Sworn to and subscribed before me on the day and year above written.

G. Evett Reardon

Commissioner for the State of Virginia

in the State of Maryland, residing at Baltimore City.

Office 33 Lexington street, cor. St. Paul street.

Moore
Da 3 3 Dof 2
Griffin Trustee

A Copy

Exhibit No. 3.
with Bill of
Sickel, Nellen & Co. Pl.
vs.
Moore Pl. —

Dec 1. 75
08
Postage $1.83

This Deed made this 28th day of January 1885 between J.W. Moore of the Town of Franklin County of Southampton Virginia of the first part and K.R. Griffin Trustee of the City of Portsmouth State aforesaid of the second part, Witnesseth: That for and in consideration of the sum of five dollars to him in hands paid the receipt whereof is hereby acknowledged, he the said party of the first part doth grant bargain sell & convey unto the said K.R. Griffin trustee all of that certain Stock of general merchandise contained in the Store house & room rooms belonging to J. W. Moore, situate in the Town County & State first aforesaid and now occupied by the said party of the first part as a merchant, consisting of dry goods, notions, boots, shoes, hats, Caps, Crockery & Glass, and hardware, Country produce, & such other articles of general merchandise not mentioned as are usually kept in a retail Country or village Store together with all of the books, bonds,

Notes & open accounts, belonging to & due & owing to the said party of the first part to have and to hold the same to him the said K. L. Griffin trustee, his Executors & Assigns Upon Trust First to secure, & ratably the payment of the following sums of money due & payable to the following named parties to wit: To W. A. Allen & Co the sum of $342.48 due on or about the 20th day of Janry: 1885 as evidenced by open account: To Messrs Hurst Millen & Co the sum of $3222 as evidenced by Notes of equal instalments on negotiyes, bearing date on or about the 12th day of November 1884: To Mrs M. L. Edwards the sum of $600.00 as evidenced by note bearing date on the day of August 1881: To Wm B Moore the sum of $500.00 as evidenced by open account bearing date on the 22d day of February 1882: and to Peter Moore the sum of $500.00 as evidenced by Note bearing date on the 16th day of January 1885: And Secondly upon the further trust after the payment ratably

of the above named parties in fact to secure the payment notably the following named sums to the following named parties viz:-
To H. & E. Hartman or to the sum of $129.55 as evidenced by open account dated Decr 11th 1884 to Hamburger Bros the sum of $00.22 as evidenced by open account dated Jany 16th 1885 to R. T. Bailey & Co the sum of $33.69 as evidenced by open account dated Decr 1st 1884 to Carroll Adams & Co the sum of $132.63 as evidenced by open account dated Oct 1st 1884 to J. R. Clarke & Co the sum of $32.25 as evidenced by open account dated Febry 19th 1884: to D. A. Williams Bryan & Co the sum of $00.29 as evidenced by open account dated Decr 1st 1884 to Frank & Hammers bought the sum of $170.25 as evidenced by open account dated Oct 1st 1884 to Darby & Co the sum of $60.00 as evidenced by open account dated Decr 14th 1884 to Stamburnus & Richards the sum of $134.26 as evidenced by open account dated Novembr 29th 1884 to Jno L. Grant & Co the sum

sums of money of either of the first or second Class, the said K. L. Griffin trustee shall after being so required by a majority in interest of the said first ~~Class~~ second class creditors, take possession of the said general Stock of merchandise, herein before mentioned together with the books, bonds, notes, open accounts &c of the said J. H. Moore & sell the same for cash at public auction, or by private Sale, as may to him appear most beneficial to the parties concerned, but should the sale be by public auction it shall be after ten days notice of time & place of sale, and the said K. L. Griffin Trustee shall after paying the costs & expenses of sale including a Commission of five per cent on gross amount of Sales, a reasonable premium, and costs of travel to and from place of sale, and to Messrs Bonner & Griffin Attorneys at law a reasonable fee for such professional services as they have or may hereafter render in the execution of the trust under

this deed together with the Costs of services of such Agent or Clerks as he may have to employ in the execution of said Trust pay ratably to the creditors of the first Class as above named, & secondly then to the Creditors of the second Class ratably, the balance if any & thirdly the residue if any: to such parties or the said party of the first part may direct— Witness the following Signatures & Seals the day & year above written—

J. W. Moore [Seal]

City of Norfolk to wit:
I E. M. Bamm a Notary Public for the City aforesaid and the State of Virginia do certify that J. W. Moore whose name is signed to the foregoing writing bearing date on the 28th day of Jany 1885 acknowledged the same to be his deed before me in my City aforesaid Given under my hand this 28th day of Jany: 1885

E. M. Bamm N. P.

Southampton County In the Clerks
Office Jany 30th 1886. This Deed of
Trust from J.W. Moore to C.R.
Griffin Trustee for the benefit of
W.T. Allen & Co et.als: was this day
received and together with the
certificate thereto annexed admitted
to record.

Teste J.B. Freeman C.C.

A Copy
Teste Jas. L. McLemore D.C.

M. K. Edwards

& 3 Petition & bond enclosed

J. W. Moore et als

1885. Apl 1st –

To The Honorable Geo. Blow judge of
The circuit court of Southampton County
in chancery sitting

Respectfully petitioning your
your petitioner Mrs M. R. Edwards sheweth
unto your Honor that J. W. Moore of the
town of Franklin Southampton Co Va
On the 28th day of January 1885 made a
deed to R. R Griffin of the city of Portsmouth
by which he conveyed to the said R R
Griffin all that stock of good and genral
merchandise contained in the store house
and ware room belonging J. W. Moore situate
in the said town of Franklin and
occupied by the said J. W. Moore as a
merchant consisting of dry goods, notions
boots, shoes, hats, caps, crockery, glass, hardware
country produce and such articles of
general merchandise, not mentioned as
are usually kept in a country retail store
together with all the books, bonds, notes
and open accounts belonging to, due, and
owing to the said J. W. Moore In trust
to secure first ratably the payment
of the following sums of money owing
by him to the following persons To
W. F Allen & Co $342.48 cts & Hunt Miller & Co

$322.72/00 to your Petitioner Mrs M.K Edwards The sum of $500 due by Bond with Jesse C. Moon dated July ~~Bond~~ date & day of ~~August~~ 1881 To W.P. Moon $500 and to Pleasant Moon the sum of $500 due by bond and secondly upon the further trust after paying ratably of the aforesaid parties in full to secure the payment ratably of the following named sums to the following named parties viz to Hes & Hartman & Co $127.50 to Hamburger & Bros $50.72/00 to R.P. Bailey & Co $32.25/00 to Carroll Adams & Co $132.63cts to J.K. Clarke & Co $32.25/00, To J.A Bryan & Co 32.75/00 to Frank & Hammerslough $170.25/00, to Darby & Co $10, to Stoneburner & Richards $134.06cts, to John L Farrant & Co $43.08cts, To Hamburg Bros & Co $202.85cts, to Liebel Hellen & Co $148.50cts to W.K Hudgins & Co $31.85cts to Dinsmore & Kyle $64.50cts to Isenbaum & Sons $129.67cts, to Seward & Mims $73.83cts to C.D Gray & Co $23.85cts and to Wallis & Martin $66.65cts The said deed provides that if the said J.W. Moore should make default and fail to pay after reasonable ~~delivery~~ demand of payment of any of the aforesaid sums of money or either the first

or second class The said R. R. Griffin Trustee shall after being so required by a majority in intent of the said first and second class creditors take possession of the property and assets before mentioned and sell the same for cash at public auction, or by private sale as to him may appear most beneficial to the parties concerned and out of the proceeds of sale pay costs and expenses thereto including five per cent commissions to the said Trustee, and reasonable counsel fees clerk hire &c and then pay the first class creditors mentioned ratably and after they are paid the creditors of the second class mentioned ratably all of which will more fully appear by said deed a copy of which is filed with the bill of Michael Hellen &c vs J. W. Moon and others and marked Exhibit A. The said J. W. Moon is justly indebted to your Petitioner in the sum of $100, with interest as before stated and the said deed was made without the knowledge or consent of your Petitioner and in no way has been accepted by her, but on the contrary your Petitioner repudiates the said deed and the provisions thereto

by leave of Court is filed marked A and prays to be taken as a part of this petition

made for him and charges that its effect is to defeat its own purpose and object, that it is fraudulent per se and utterly null and void, under the said deed the said stock of merchandise cannot be taken possession of by the Trustee until after demand of payment and default on the part of the grantor and not until a majority in interest of the first and second class creditors signify him to take possession of the same, and by necessary implication the grantor had a right to retain possession of the said stock and sell the same and thereby defeat the expressed intention of the said deed

That there is now pending in the circuit court of Southampton on the chancery side a suit in the name of Nickel & Cullen & Co vs Jno Plaintiffs against D. N. Moon vs defendants the object of which is to set aside the said deed and to distribute the assets and property thereby conveyed and the proceeds of sale of the said property under the direction of this court upon the prayer of the plaintiffs bill in the said suit [illegible]

an injunction has been awarded and your Petitioner is informed and charges that under an order made therein by your Honor the Sheriff of Southampton County is in possession of the property conveyed by the said Moore and the grantor and Miss Jiffine has been injoined and prohibited from in any manner interfering with the goods wares and merchandise, books, notes, accounts &c embraced therein

Your Petitioner prays to be made a party plaintiff to the said suit and that the parties therein named as defendants be made defendant to this Petition except those who may by petition ask to made parties plaintiff to the said bill and agreed to answer the same that this petition may be made and treated as a part of the bill filed by the plaintiffs in the said suit that the said deed may be set aside and declared null and void that a receiver be appointed to take charge of the property conveyed by the said deed and sell the same and collect all debts due the said J. W. Moore and that this

court will administer the proceeds of the said sale and collections according to the principles of law and equity and that your Petitioner may have such other and general relief the premises considered as equity may dictate and the nature of her case may require and as in duty bound your Petitioner will ever pray &c

Signed M R Edwards

Shanders Son p.q.

Southampton County to wit

This day Mrs M.R. Edwards personally appeared before me L B Parker Clerk of Circuit Court of Southampton Co and made oath that the facts set forth in the above petition are true to the best of her knowledge and belief given under my hand this 4 day of April 1885 –

L B Parker C.C.

Office of

J. W. MOORE,

DEALER IN

Boots, Shoes, Hats, Caps, Trunks, Clothing, Groceries and Confectioneries.

Franklin, Va., ... 187_

Paid interest on the within note upto July 6/84
Aug 8/84 W. R. Edwards

Boots
To 3 Sons
Edwards
600

$600.00/100

On demand I we promise to pay to Mrs. Warren Edwards the full & just Sum of Six hundred dollars for value received with 6 per cent interest from date & we hereby waive the benefit of the homestead exemption as to this debt Witness our hands & Seals this the Six (6) day of July 1881

J. W. Moore (Seal)

Tepie O Moore (Seal)

Sickel, Hellen & Co. vs

DECREE

vs. appointing

Receiver

Moore & others

No. 108

In Vacation: 17. April 1885.-
Circuit Court of Southampton County

Siebel, Kellen & Co. and Stonebumer & Richards -
v.
J. W. Moore, R. R. Griffin Trustee & others -

On the motion of the complainants and for reasons satisfactory to the Court it is ordered that John C. Parker, who is hereby appointed Receiver for that purpose do take into his possession the stock of general merchandise ~~and store fixtures~~ now in the store house and ware rooms recently occupied by J. W. Moore in Franklin Va., and all ~~money~~ proceeds of sales of any such merchandise, together with all the bonds, notes, open accounts, choses in action and assets of every description conveyed by the said Moore to R. R. Griffin Trustee by deed dated 28 January 1885.-

The said Receiver is hereby authorised and directed to convert the said assets into money with all reasonable speed by proceeding at once to collect the outstanding bonds, notes and open

accounts (with authority to compromise such as are doubtful) and by making either in the usual course of trade public or private sales of the said stock of merchandise and other assets for cash, in his discretion.- And he is directed to advertise the time, place and terms of sale in such manner as he may deem judicious, and may employ such clerks and agents as may be necessary for the purpose, paying them the compensation which is customary in the neighborhood for like services.-
And all money realized from the sales and collected from the said assets, after the payment of necessary expenses, shall be deposited on interest account in the Marine Bank of Norfolk
And the said receiver shall make report to Court and return with his report a certificate of deposit showing the amount deposited by him in the said bank as above directed.-

But before the said Receiver shall have any authority under this decree he shall execute bond before the Clerk of this Court, with good security, in the penalty of $ 5000.- payable to the Commonwealth of Virginia, and conditioned

for the faithful discharge of his duties under this or any future decree that may be pronounced in this Cause. —

Geo R Lord
Judge

To the Clerk of the
Circuit Court for the
County of Southampton.

In Vacation.
10. March 1885.

John L. Sickel and John F. Kellen merchants and partners trading as Sickel, Kellen & Co, and J. C. Stonebrner and B. H. Richards merchants and partners trading as Stonebrner & Richards -

v.

J. W. Moore, K. R. Griffin Trustee &others.

On the motion of the complainants injunction is awarded to prohibit and restrain the defendants J. W. Moore, K. R. Griffin Trustee, their agents attorneys and all other persons from proceeding to sell or dispose of any part of the stock of general merchandise now in the storehouse and ware rooms recently occupied by J. W. Moore or of any of the proceeds of the sales of the said merchandise in Franklin Va. and from collecting any of the bonds, notes and open accounts or other assets conveyed by the said Moore to the said Griffin Trustee by deed dated the 28 day of January 1885 until the further order of the Circuit Court of Southampton County. -

But before the plaintiffs shall have the benefit of this order they or some one for them are required to execute before the Clerk of the Circuit

Court of Southampton County a proper injunction bond in the penalty of $1000.00 with security conditioned to pay all such costs and damages as may be awarded in case this injunction shall be dissolved.

Geo Beaw.

To the Clerk of the Circuit Court for the County of Southampton.

Sidol Mfg Co. vs. Beaw

Injunction

Order

W. Moore P.Q.

Sichel Heller & Co.

vs

Moore &c.

1885 Oct. Rules.

Ci. Ct.

Executed this 26th day of September A.D. 1885 by serving copies hereof on J. B. Lowenberg and Jacob Hecht members of the firm of Lowenberg Brothers and Company

N. Dickson Deputy for
T. L. Slade Sergeant
City of Norfolk

Fee $1.00 received
A. Monsiette Dep. Sergt.

J. B. Spruce D.C.

Test:

On the motion of Complainants, an injunction was awarded by Judge of Circuit Court of Norfolk, to "Hand, 1885: to prohibit & restrain the defendants J. W. Moore, R. E. Griffin, Trustee, their Agents, Attorneys and all other persons from proceeding to sell or dispose of any part of the 1016 Shares of Stock mentioned & described in the Bill & Schedule exhibited & filed therewith & from collecting any of the Notes & Bills & open accounts or other assets owned by the said Moore & Griffin, Trustee, by deed dated 18th day of Sept. 1885, now in the hands of the said Griffin, Trustee or any of the Agents or Attorneys of the said Moore & Griffin, Trustee or any of the Ci. Court of Norfolk County.

Test:

J. B. Spruce D.C.

THE COMMONWEALTH OF VIRGINIA,

To the ~~Sheriff of Southampton County~~ City of Norfolk Greeting:

WE COMMAND YOU TO SUMMON Lowenburg Brothers & Co

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in October next, to answer a bill in Chancery exhibited against them in our said Court by Sickel. Hellen & Co

And this they shall in no wise omit; and have then there this writ.

WITNESS, J. B. PRINCE, Clerk of our said Court, this 24 day of Sept, 1885, in the 110th year of the Commonwealth.

Teste. J. B. Prince c.c.

atty. J. B. Prince - c.c.

Sichel, Heller & Co. vs. Summons

W. Moore et al

1885. Aff. Rules

Bond in penalty of $1000 - with security deemed sufficient has been given & approved by me. L. B. Price CC

Executed March 17th 1885 by delivering to J. W. Moore a copy of the within Summons at 9 o'clock A.M.

G. W. Vick Sheriff

On the motion of the Complainants, an injunction was awarded by Jesse J. Christ, Clerk of this Court in Vacation 10 March 1885 - to restrain the defendants J. W. Moore, H. A. Griffin, Hunter, their agents, attorneys and each of them from harvesting & selling the crop of Cotton grown by J. W. Moore & Franklin Co. on a part of the Plantation of J. W. Moore & Franklin Co. situated in Franklin Co. Miss. and from carrying away any part of said crop of Cotton until the further order of this Court & the said Complainants have given bond as required by law in the penalty of $1000 with Lewis Price & C. C. Sanders as sureties thereon which bond was approved by the Clerk 28 Jany 1885. until the further order of this Court & until the Complainants Co.

Test. J. J. Christ D.C.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON J.W. Moore, R.A. Griffin, Trustee W.F. Allen, & J.J. Brown, merchants & partners under style of W.F. Allen & Co. sothers—

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in April next, to answer a bill in Chancery exhibited against them & others in our said Court by John L. Sichel & Jno F. Hellen, merchants & partners trading as Sichel Hellen & Co. and J.C. Stoneburner & B.H. Richards, merchants & partners trading as Stoneburner & Richards

And this they shall in no wise omit; and have then there this writ.

WITNESS, J. B. PRINCE, Clerk of our said Court, this 16, day of March, 188 5~,

in the 109 year of the Commonwealth. Teste. J.B. Prince C.C.

On the 28th day of April 1885 an injunction was awarded by Judge J. C. Pruit in vacation of Norfolk City Court, to which writ and restrain the defendants J. M. Norr, St. L. Griffin, Trustee, their Agents Attorneys and all others from proceeding to sell or dispose of any part of the stock of Furniture handing now in the Store House and Warehouse occupied by J. M. Norr in Norfolk Va. or any of the goods & chattels of said J. M. Norr in Norfolk Va. or any of the goods & chattels of said merchandise & from collecting any of the debts and dues accruing to the said Firm of J. M. Norr & Co. to the said Griffin Trustee &c. which writ of Injunction was duly served upon the said Griffin Trustee & the Clerk of the Court of Hustings for the City of Norfolk on the 28th day of April 1885.

Teste.

L. B. Pinner D.C.

Sickel Heller & Co

v Sum

Griffin, Trustee & others

1885. May Rules

Lis: Pl

W B Parrott

Bond in penalty of $1000. with security is deemed sufficient has been given & approved by me.

L. B. Pinner C.C.

Service accepted for
A. Hamburger
S. Hamburger

Executed this 29th day of April A D 1885, by serving copies hereof with like order of injunction thereon endorsed on L. Hamburger of the firm of Hamburger Bros

C. L. Quinn Deputy
for J. L. Wade Sergt
of the City of Norfolk

Sergts fee 3.50 paid
C. L. Quinn D.S.

THE COMMONWEALTH OF VIRGINIA,

To the ~~Sheriff of Southampton County~~ Sergeant of the City of Norfolk Greeting:

WE COMMAND YOU TO SUMMON K. R. Griffin, Trustee - W. F. Allen & J. T. Barron, merchants & partners trading as W. F. Allen & Co. S. Hamburger & N. Hamburger merchants & partners trading as Hamburger Bros. John L. Farant & ~~Woodward~~ & partners trading as John L. Farant & Co. W. R. Hudgins & ~~W. Hotchkiss~~ merchants & partners trading as W. R. Hudgins & Co. E. M. Bann & K. R. Griffin, Attorneys & partners as Bann & Griffin.

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in May next, to answer a bill in Chancery exhibited against him & others in our said Court by Dickel Stellen & Co. & others

And this thing shall in no wise omit; and have then there this writ.

WITNESS, J. B. PRINCE, Clerk of our said Court, this 25th day of April, 188 5,

in the 109th year of the Commonwealth.

J. B. Prince C.C.

Eley & Co.
to
Bmd
Denmark

Sichel Hellmuth & Co
vs
Morse & Co.

1885. March 16

Know all men by these Presents, That we B. C. Eley and Wm Eley Jr.-

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of One thousand ——— Dollars, to the payment whereof well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation. Sealed with our seals and dated this 16 day of March A. D. 188 5-

THE CONDITION of the above obligation is such that ~~if the above bound~~ Whereas by an order of the Circuit Judge of Southampton County, made in vacation 10 March 1885- in a Chancery suit styled Sidney Hallen & Co. v. W. Moore Sothen, among other things it was ordered that before the plaintiffs shall have the benefit of the restraining order they or some one for them are required to execute before the clerk of the Circuit Court of Southampton County, a proper injunction bond in the penalty of $1000- &c. Now if the said B. C. Eley and Wm Eley shall pay all such costs and damages as may be awarded in case the injunction shall be dissolved

~~shall faithfully discharge the duties of office or trust~~ according to law, then the above obligation to be void, or else to remain in full force and virtue.

Signed, sealed and delivered in presence of the Court.

B. C. Eley SEAL
by B. F. M. Lewis SEAL
atty in fact
Wm Eley Jr SEAL
by B. F. M. Lewis SEAL
atty in fact

Know all men by these presents, that we B. C. Eley and William Eley Jr. do hereby constitute and appoint B. F. Mc. Lemore of Jerusalem Southampton County, Va. our true and lawful attorney in fact for us and in our respective names to execute and deliver before the Clerk of the Circuit Court of Southampton County, such proper injunction bond as may be required of the complainants in the Chancery cause of Sickel, Keller & Co. &c. against J. W. Moore and others about to be instituted in the Circuit Court of Southampton County, and we further authorize our said attorney in fact to waive the benefit of our respective homestead exemptions as to the said injunction bond. - And we hereby ratify and approve all that our said attorney in fact may lawfully do in pursuance of this power. -

Witness our hands and seals this 5. day of March 1885.

B. C. Eley (seal)

Wm Eley Jr. (seal)

State of Virginia,
County of Nansemond, to wit:

I, Robt. N. Prentis, a Commissioner in Chancery of the Circuit Court of Nansemond County, do certify that B.C. Eley and William Eley Jr., whose names are signed to the writing above bearing date the 5th day of March 1885 have acknowledged the same before me in the County aforesaid. —

And the said William Eley Jr. made oath that, after the payment of his just debts, and those for which he is bound as security, and is likely to have to pay, his estate is then worth at least the sum of $1000.± —

Given under my hand this 5th day of March 1885. —

Robt. N. Prentis
Commissioner in Chancery.

136

Sickel: Hellems Co

vs } Stabi Rules

Moore Forbes

In Southampton Circuit Court.
Jno: L. Sickel & Jno: F. Hollen merchants
and partners, trading as Sickel, Hollen & Co.
and others. Pltffs.

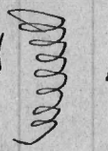
against.

Jno. W. Moore, K. R. Griffin, Trustee, W. F. Allen
and J. T. Borum, merchants & partners trading
as W. F. Allen & Co. sothers Defts } In Chancery.

1885. March 16. Summons to Apl Rules.
" " Injunction order Recd.
" Apl Rules. Process retd Executed as to Jno. W. Moore. Bill and Exhibits files, and Decree nisi vs Moore.
May Rules. Process retd Executed on K. R. Griffin, W. F. Allen & Co. Hamburger Bros. sothers. and Decree nisi as to them. Cause set for hearing as to Moore.
" June Rules. Cause set for hearing as to Griffin Trustee sothers.
" Sept 3 Or: Publication as to absent defts.
" Oct: Rules. Process Retd on Lowenburg Bros & Decree nisi.
" " 24 Or: Publication retd. publication completed.
Nov Rules. Cause set for hearing as to Lowenburg Bros.

~~101~~ 72

Sickel Heller & Co.



Deeree.

J. W. Moore Pd

✓

Entd May 1886

Geo. Blow. J.

Sickel Hellew & Co.

vs.

J. W. Moore & c

On the motion of the petitioners Watters & Martin, T. A. Bryan & Co., Faust & Hammarsleugh, Darby & Co., I. Greenbaum & Sons and Carroll, Adams & Co. leave is given them severally to withdraw the accounts filed by them with their petitions in this cause. —

~~106~~ ~~122~~

Sickel Hellen & Co. vs

N. Decree.

~~62~~ ~~18~~

60

J. H. Moore & Co

Nov' Term 1885

To be entered.

Geo. Blow.

Sickel Hellew & Co. and Stonebruner & Richards.

vs.

J. W. Moore, K. R. Griffin Trustee, and others.—

This cause which has been regularly matured and set for hearing at rules according to law came on this day to be further heard upon the Bill and the exhibits therewith filed, taken for confessed as to the defendants W. F. Allen & Co., Hirst Miller & Co. H. & E. Hartman & Co., Hamburger Bros., R. P. Bayley & Co. J. R. Clarke & Co. Jno. L. Herant & Co., Lowenburg Brothers & Co., C. D. Gray & Co., Seward & Hunt, and Baum & Griffin, and upon the answers of J. W. Moore and K. R. Griffin Trustee, with general replications to said answers, and upon the Petitions of Peter Moore, W. F. Moore, M. K. Edwards, Dinsmore & Kyle, Watters & Martin, Frank Hammersough, J. A. Bryan & Co., Darby & Co., J. Greenbaum & Sons, Carroll Adams & Co., W. R. Rudgins & Co. and upon the Report of John C. Parker Receiver

dated the 15. October 1885 and filed on the 19. October 1885 to which no exceptions have been taken and was argued by counsel.

On consideration whereof the Court doth ratify, approve and confirm the said report and the action of the said Receiver in all respects, and ~~doth~~ being of opinion that the deed of trust in these proceedings mentioned ~~&~~ executed by J. W. Moore to K. R. Griffin Trustee, dated the 28. day of January 1885 is fraudulent per se, doth set aside and annul the same; - and doth adjudge, order and decree that John C. Parker Receiver do withdraw from the Marine Bank of Norfolk the sum of $1792.20 now on deposit there to the credit of this cause, and distribute the same as follows:

First, he shall pay the costs of this suit, including a fee of $75. to K. R. Griffin Esqr. Trustee.

Secondly, he shall pay to Robert R. Purtis as attorney for Sickel Felbel & Co. the sum of $148.50 with legal interest thereon from the 27. February 1885

until paid, and to the same as attorney for Stonehouse Richards the sum of $134.06 with legal interest thereon from the 28 day of January 1885 until paid,

Thirdly, he shall pay to Harrison & Heath as attorneys for Peter Moore the sum of Five Hundred Dollars with legal interest from the 16. day of January 1885 until paid, and

Fourthly, he shall pay to Shands Son as attorneys for W. P. Moore, M. K. Edwards and Dinsmore & Kyle the residue of the said fund to be distributed pro rata between the said ~~Peter~~ W. P. Moore, M. K. Edwards and Dinsmore & Kyle in proportion to their respective debts.—

And he shall make report to Court.—

J. C. Parker Rec'r J. W. Moore

1885 To Peter. O. Moore Dr

July 1st To Rent of my store No 7 one

$20.00

Paid Payment

T. O. Moore

#35-a

Franklin. Va. June 23rd 1885-

Received of J.C. Parker. Receiver in suit of Lickel Helen & al & al as J.W. Moore & al &c. Thirty-five Dollars for clerk's fees & boards for month ending June 23rd 1885-

Geo. H. Fowler

April 29 1885

THIS CERTIFIES that I have this day examined for J. C. Parker Rec'r for J. W. Moore Franklin, Southampton County, Va., the following Weights and Measures, and sealed or condemned the same according to law, and received fees for said service as herein shown:

	Sealed.	Condemn'd	Fees Paid.
Warehouse Platform Scales	1		25
Weights and Poises for same	3		15
Counter Platform Scales, or Balances 2 beams	1		10
Weights and Poises for same	7		35
Swing Balance Beams			
Weights and Poises for same			
Yard Sticks			
Dry Measures			
Wine Measures	4		20
			85

L. H. Webb, S. W. and M. S. C.

Franklin Va

May 19 185—

J C Parsons Recivr Dr

To J S Bryant for Services

Twenty Six Dols and Twenty five

$26.25

Paid Jas S Bryant

1885 Jan. 6. Parker Rice & J. W. Munn &
To Tex. & Mun Co
July 31 To Rent of Store for two July $20.00

Rec'd Payment
T. & P. Store
per J. W. Moore

Franklin, Va

Mr. J. C. Parker Receiver for J. W. Morris Creditors

To Miss J. C. Moore Dr.

To Rent of Store for mo Aug. 85 $ 20.00

Rec. Payment Aug 31/85

J. C. Moore

per J. W. M.

11

Mr. J. C. Parker Rec'r for Creditors of L. W. Moore

1885 To Tota. O. Moore 25

May 1 To 1 3/30 Months Rent for My Store @ 20 $ 28,67

Rec'd Payment

Tota O. Moore

May 1/85

for L. W. Moore

L. L. Parker. Recd. &c

1885 To Mrs. Eva. O. Moore &c

June 1 To Rent of Store Room for. May $20.00

Recd. payment

E. O. Moore

for L. L. P.

$35.00 Franklin, Va. July 23rd 1865.

Received of J C Parker, Receiver in suit of Eickel Helen vs Eickel als as J. W. Moore, Eickel als. Thirty-five Dollars for my board & time as clerk for month ending July 23rd 1865.

Geo. A. Fowler

THE COMMONWEALTH OF VIRGINIA.

STATE LICENSE No. _____

The Treasurer of Southampton County, Virginia,

Having certified that J. E. Parker Receiver for J. M. Moore's Creditors

has deposited with him Twelve 55/100 Dollars,

in Nat Bank notes, which sum is the amount assessed by law for the privilege of

selling general merchandise to the amount of $2850,00

at the Moore house on East Main St.

at Franklin, in said County, from the 1st day of May,

1885, until the 30th day of April, 1886; and he having complied with all the requirements of the

law, is hereby authorized to do business as aforesaid.

Given under my hand this 6th day of May, 1885

L. A. Gay

Commissioner's Fee, 75 cents. Paid

Commissioner of the Revenue, District No. 1.

Franklin, Va., Sept 11th, 1885

Mr. J. C. Parker Recent for J. Vaughan

In Account with

FRANKLIN GAZETTE

Book and Job Printing Office,

DR. M. E. DAUGHTRY, Editor and Proprietor.

All Kinds of Job Printing Done with Neatness and Dispatch.

1885.			
Aug 15th	To 2000 Posters		$1.50
	Received Payment		
	M. E. Daughtry		

Franklin, Va., June, 1885

Mr. J. C. Parker Trustee for J. W. Morris &c.

In Account with FRANKLIN GAZETTE,

Book, Job & Newspaper Printing House,

DR. M. E. DAUGHTRY, PROPRIETOR.

TERMS CASH. OVER J. P. GAY'S STORE

1885				
April	23	To Note		$2.00
June	26	1885 Received Payment		
			M. E. Daughtry	

Recvd of C Parker $1400
fourteen Dollars for Labor
Sept 9th 1847
Geo A Forde

Jaunieu Vs

M.r J. C. Parker Receiver for J. W. Moore's Creditors

T. M.rs. T. O. Moore Vs.

Dr Rent of Store from Aug 31st ⅔ to Sept 10th 1885 = 1/3 mo $20.00 ⅔	$ 6.67

Rec.d Pay.t Sept 10/85 T. O. Moore

per J. W. M.

Franklin, Va., Aug 6th, 1885

Jno C. Parker Rec'r of J. W. Morris & Co

To D. J. WATKINS, Agt., Dr.,

Manager for CLUB HOUSE, Restaurant and Hotel,

WEST SIDE MAIN STREET.

TERMS POSITIVELY CASH. MEALS AT ALL HOURS.

Aug	20	To	Dry	Goods	5	00	
"	22	"	"	"	5	00	
"	24	"	"	"	5	00	
"	29	"	"	"	5	00	
Sept	3	"	"	"	5	00	
"	5	"	"	"	5	00	
"	8	"	"	"	5	11	35 11

Rec'd Payment

D J Watkins Cash

Franklin, Va. May 30th 1885.

M

Bought of James W. Moore,

—DEALER IN—

Dry Goods, Notions, Boots, Shoes, Hats and Caps,

Hardware, Groceries, &c,

Terms Cash.

1885	$25.00	Received of J C Parker Receiver in suit of J Eickel Heirs & als. as J. W. Moore & als Thirty-five dollars for my board & hire as clerk for the month ending May 23rd 1885. Geo A Fowler

☞ The Law Requires this Certificate to be Presented and the Tax Paid to the Recorder before the License Privilege can be Exercised.

FRANKLIN, VIRGINIA---License No. 23

July 1st 1885

THE RECORDER OF FRANKLIN, VIRGINIA,

will receive of J & Parker Reciver

the sum of Five 00/100 Dollars, assessed by me as Mayor of Franklin, Virginia, which sum of money is the tax imposed by ordinance for the privilege of Selling Gensral Merchandise within the corporate limits of Franklin, or within one mile from said limits, from the 1st day of July 1885 to the 1st day of July 1886

D H Bryant, Mayor.

RECEIVED, this 21 day of July 1885, of J & Parker Reciver the sum of Five 00/100 Dollars, in full of the tax assessed above by the Mayor of Franklin, Virginia, for the privilege named above.

$ 5 00

J O Gilliam

Recoreder of Franklin.

Marine Bank.

Norfolk, Va. Sept 7 1885.

J. C. Parker

has this day deposited in this Bank

One hundred fifty

Dollars,

U S. currency, under a decree of the Circ Ct

Court of S. Hampton in a suit therein depending

between Tickel Skelton

Plaintiffs, and J W Moore et al

Dependants, subject to the order of said Court.

A M Paul a C

$150—

Marine Bank.

Norfolk, Va., Sept 16th 1885.

Mr. J. C. Parker

Recr.

has this day deposited in this Bank Three hundred and five 20/100 Dollars, U. S. currency, under a decree of the Circuit Court of Southampton in a suit therein depending between Nickel Helen & Co Plaintiffs, and J. W. Mooney & Dependants, subject to the order of said Court.

W. H. Daughtrey Jr

$305.20

Marine Bank.

Norfolk, Va., Aug 29th 1885.

M. J. Parker

Franklin

has this day deposited in this Bank One

hundred and forty

Dollars,

U. S. currency, under a decree of the Circuit

Court of Southampton, in a suit therein depending

between Lucille Helen &c

Plaintiffs, and J. Williams &c.

Defendants, subject to the order of said Court.

W. H. Daughtrey

$140:

Marine Bank.

Norfolk, Va., Sept 1st 1885.

Mr. J. C. Parker
Recr.

has this day deposited in this Bank One
hundred and eighty
five ——— Dollars,
U S. currency, under a decree of the Circuit
Court of Johnston in a suit therein depending
between Keller Helen & Co.
Plaintiffs, and J. W. Moore et als
Dependants, subject to the order of said Court.

W. H. Daughtry Jr

$185.00

Marine Bank.

Norfolk, Va., Aug. 17th 1885.

W. J. C. Parker

Receiver

has this day deposited in this Bank One

hundred and forty

Dollars,

U S. currency, under a decree of the Circuit

Court of Nbhampton, in a suit therein depending

between Vickers Nelson & co

Plaintiffs, and J W Wilson et al

Defendants, subject to the order of said Court.

W. N. Daughtry

$140:

Marine Bank.

Norfolk, Va., July 8th 1885.

J. C. Parker Esq.

Receiver &c:

has this day deposited in this Bank One

hundred & thirty five

Dollars,

U S currency, under a decree of the Circuit

Court of Southampton, in a suit therein depending

between Sickle Helm & Co.

Plaintiffs, and J. W. Mooney

Defendants, subject to the order of said Court.

W. H. Taylor Pt

$135.

Marine Bank.

Norfolk, Va., June 15. 1885.

W. J. C. Parker
Sher. Court

has this day deposited in this Bank One
hundred and twenty
five ~~~~~ Dollars,
U S. currency, under a decree of the Circuit
Court of Southampton in a suit therein depending
between Jackie Allen &c. Pls.
Plaintiffs, and J. W. Moore
Dependants, subject to the order of said Court.

W. H. Daughtrey

$125.00

Marine Bank.

Norfolk, Va., May 4th 1885.

J. Parker Receiver
Franklin Va

has this day deposited in this Bank Two
hundred and sixty
two ——— Dollars,
U. S. currency, under a decree of the Circuit
Court of Southampton, in a suit therein depending
between Sickle Keen & Co.
Plaintiffs, and J. W. Moore & c
Defendants, subject to the order of said Court.

W. H. Taylor Jr

$262.00

Marine Bank.

Norfolk, Va., May 13th 1885

Mr. J. C. Parker

Receiver

has this day deposited in this Bank Two

hundred ~~~~~

~~~~~~~~~~ Dollars,

U. S. currency, under a decree of the Circuit

Court of Johnston, in a suit therein depending

between Tickle Kellum & Wife

Plaintiffs, and J. N. Moore

Defendants, subject to the order of said Court.

W. H. Daughtry

$200.
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Marine Bank.

Norfolk, Va., May 28th 1885

J. Parker Esq.
Receiver

has this day deposited in this Bank One
hundred and fifty
Dollars,
U. S. currency, under a decree of the Circuit
Court of Southampton, in a suit therein depending
between Silas Kello &c.
Plaintiffs, and J. W. Mooring
Defendants, subject to the order of said Court.

W. H. Daughtry

$150: