1873-002
Nansemond Co. (Suffolk)

Chancery Causes: Wilson Norfleet vs A. P. Morse & Co. etc

Blood, Hasty, Riddick, Smith, Wilby, Morse

Wilson Narfleet

vs } Cattell et Pat:

A. P. Morse & Co: et al:

1869. Oct: 4th Filed M

VIRGINIA.—AT RULES HELD IN THE Clerk's Office of the Circuit Court of Nansemond County, on Monday, the 6th day of September, 1869.

Wilson Norfleet

Complainant,

IN CHANCERY,

Against

A. P. Morse and George Blood, partners, doing business under the style of A. P. Morse & Co Benjamin Riddick, Trustee in a Deed of Trust executed by Nathaniel Hasty and Elizabeth, his wife, for the benefit of the said A. P. Morse & Co., the said Nathaniel Hasty and John R. Kilby.

Defendants.

The object of this suit is to recover of the Defendants, A. P. Morse & Co., the sum of $991.14, with interest thereon from the 3d day of March, 1869, till paid, and to subject all estate property or debts belonging to or due them, in Nansemond County, in the hands or under the control of the Defendants, Benjamin Riddick, Trustee or otherwise, and John R. Kilby, to the payment thereof: and the Defendants, A P Morse, George Blood and Nathaniel Hasty are hereby required to appear in the said Clerk's Office, within one month after due publication hereof, and do what may be necessary to protect his interests.

A Copy—Teste,

sep10-4t PETER B. PRENTIS, D. C.

Washington L. Riddick, p. q.

Price of ad. $5.00

I do hereby certify that the annexed notice has been published in the "Christian Sun" once a week for four successive weeks, and that the price charged is in accordance with the regular rates of advertising. Given under my hand, in Suffolk Va., this 4th day of October, 1869.

W. B. Wellons

Ed & Prop'r

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY,—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON A. P. Morse & George Blood, partners doing business under the style of A. P. Morse & Co: Benjamin Riddick, Trustee, in a Deed of Trust executed by Nathaniel Hasty and Elizabeth, his wife, for the benefit of said A. P. Morse & Co:, the said Nathaniel Hasty, and John R. Kelly

to appear at the Clerk's office of our Circuit Court for the County of Nansemond, on the first Monday in September next, 1869, being rule day, to answer a bill in chancery, exhibited against them by Wilson Norfleet

and unless they shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly. And have then and there this writ. Witness, ~~Peter B. Parker~~ E. F. Williamson, Clerk of our said Court, at his office, this 9th day of August 1869, and in the 94th year of the Commonwealth.

E. F. Williamson Clerk.

☞ The Sheriff will, in his return, note the day on which this process is executed on each defendant.

The Sheriff is hereby directed to attach all estate, property or debts belonging to or due the defendants A. P. Morse & Co: in the County of Nansemond, in the hands or under the Control of the defendants, Benjamin Riddick, Trustee or otherwise; and John R. Kelly.

Teste

E. F. Williamson. Clerk.

W. L. Rodd: p.q.

Wilson Hayflock

" Summ: in Chy: &c

vs

A. P. Morse & Co: Hal.

To Septr: Rules 1869.

Nº 13. No: 1. Page 46

Cir: Co:

Executed August 9th: 1869, and a true copy hereof delivered to Benjamin Riddick, Trustee, and John R. Kelly, each. A. P. Morse, George Blood and Nathaniel Healy are non-residents of the State of Virginia

Jno. Eley, D. S.

Wilson Nesbeck . . . . . Complainant -

vs

A. P. Mase & Co: Ld: . . . . . Defendants -

This day, W. L. Riddick, attorney for the Complainant in the above Chancery Suit, this day made oath before me, that Nathaniel Hasty, one of the defendants in said Suit, is not a resident of the Commonwealth of Virginia, as he verily believes.

(Signed) W. L. Riddick

Sworn to before me
this 6th: day of Septr:
1869

Peter B. Prentis. D.C.

Wilson Norfleet

vs } affidavit of Non-residence
of defts Natt. Nash &c

A. P. Morse & G. Lee.

1869
Septr. 6th. Read & filed

State of Virginia:

Nansemond County, to wit:

I, Wilson Norfleet, of Nansemond County, Virginia, being duly sworn do declare that A. P. Morse and George Blood, partners doing business under the style of A. P. Morse & Co. are indebted to him in the sum of ($991.14) Nine Hundred and ninety one dollars and fourteen cents, with interest thereon from the 3rd. day of March, 1869: That the said claim is just, and that there is present cause of action therefor, and the said A. P. Morse and George Blood are non-residents of the State of Virginia, and that the said A. P. Morse & Co. have Estate, or debts due them within the said County of Nansemond, wherein suit is brought on said claim: to wit: certain debts due the said A. P. Morse & Co. by Nathaniel Hasty, secured by lien on certain Real Estate and other property, by Deed of Trust executed by said Nathaniel Hasty and wife to Benjamin Riddick, Trustee, for the benefit of said A. P. Morse & Co.

And that this affidavit is made to obtain an attachment according to Law.

Wilson Norfleet

Sworn to before me
this 9th: day of August 1869
Peter B. Prentis. DC

Wilson Norfleet

vs

Affidavit

A. P. Morse & Co. et al:

May: 9th: 1869 Made Filed

$ 991.14

Suffolk. February 1st 1859

Thirty days from date Pay to the

Order of Myself

Nine Hundred & Ninety one 14/100 Dollars

Value received and charge the same to account of

To A. S. Moore Esq

Patent Mapd. Nathaniel Hisely

No.

Thaniel Hasty

(B.)

Depositions taken this 15th day of March, 1870, by consent of parties, to be read as evidence on behalf of the plaintiff in the suit in Chancery, now pending in the Circuit Court of Nansemond County, wherein Wilson Norfleet is plaintiff and A.P. Morse & Co. are defendants.

The deposition of Benjamin Riddick, who being duly sworn, says as is set forth in the answers below.

1st Question by the Counsel for Plaintiff.

Were you the book-keeper or accountant of Nathaniel Hasty? and for what length of time?

Answer. I was, & until he closed business, - from the time he commenced. I was bookkeeper first for Hasty, Hill & Co; then for Hasty & Hill, & finally for Nathaniel Hasty. Nath'l Hasty is the individual named in both firms: Hasty, Hill & Co, and Hasty & Hill.

2nd Question. What was the financial condition of Nathaniel Hasty, within your knowledge, during the latter part of 1868, and the early part of 1869?

Answer. The funds used in carrying on his business were furnished by

Morse. At that time he found no difficulty in buying what he wanted on credit.

3rd Question. Do you know of any checks drawn by N. Hasty during the latter part of '68, which were protested for want of funds in Bank? - and did ~~Answer~~ this affect his credit?

Answer. There were several protested for non-payment, and this did affect his credit. In my answer to the foregoing question (Question 2nd) I did not mean to say that his credit was good in the latter part of 1868. He did continue to make purchases but he was dealt with, with more caution by his creditors, and he was himself more cautious in buying.

4th Question. Do you know of any purchases made by A. P. Morse of staves, or other lumber, through you or in person, to be manufactured by Hasty?

Answer. I do. I know of a lot of staves and headings purchased by A. P. Morse from Wm. T. Hammaford. He also purchased from Henry Thacker, of Sussex County, a quantity of pine plank. On the occasion of the purchase from Hammaford

I was in company with Morse when he examined the lumber-yards of Mr. Tom Smith & also of Mr. Norfleet, and Mr. Morse would not buy of them in consequence of their asking a higher price than Mr. Hannaford.

5th Question. Did Morse, through you, make an offer to purchase the slaves of Norfleet or Smith [illegible] and if so, why did he not buy them?

Answer. I think I made an offer on the occasion referred to, — some time in the latter part of '68 — cold weather, — to purchase slaves of Mr. Smith. I know he (Morse) made an offer to Smith for his slaves; I do not recollect his making any offer to Mr. Norfleet, but he went to Mr. Norfleet's for the purpose of buying; he had been buying slaves from Mr. Norfleet for some time. I mean I had been buying slaves from Mr. Norfleet with the money furnished to Hasty by Mr. Morse.

6th Question. Do you know that Mr. Norfleet sold the slaves in question, and to whom?

Answer. I know that the slaves, to the amount of nearly one thousand dollars worth, were bought by Mr. Hasty from Mr. Norfleet. Mr. Hasty wrote to Morse

All Available Text Successfully Captured

wishing to know whether it was prudent to make the purchase, and he replied by letter advising him to buy the slaves.

Afterwards, in the presence of Mr. Hasty, Mr. Norfleet, Mr. Morse & myself, in speaking of the slaves, Mr. Hasty remarked to Mr. Norfleet that he intended to give him (Mr Norfleet) a draft for the money on Mr. Morse. Mr. Morse made no reply to this remark; other conversation took place – nothing of importance; and the business was left unsettled, at that time.

7th Question. Do you know why the business was left unsettled at that time?

Answer. Hasty contended that his draft should date from the day on which the last slaves were delivered; Norfleet contended that it must date from the day on which the bargain was made. This was the reason [illegible]

8th Question. Do you know of any source from which Hasty derived money or credit, other than through E. P. Morse?

Answer. None that I know of. Morse furnished him with money, and Hasty manufactured the slaves &c for Morse. He sold shooks to no one else but Morse.

9th Question. Do you know of any purchases

All Available Text Successfully Captured

Sc. State Archive U.S.S.R.

Articles of agreement made and entered into this 23rd day of September 1868, between A.P. Morse and George W. Blood merchants and partners doing business in the City of Boston in the state of Massachusetts in the name and style A.P. Morse & Co. of the one part and Nathaniel Hasty of the Town of Suffolk in the County of Nansemond in the State of Virginia of the other part: The said A.P. Morse & Co desiring to purchase a quantity of Molasses and sugar hogshead shooks, have agreed with the said Nathaniel Hasty that they will pay to him or his personal representative or assigns for each shook which he will manufacture in a neat workmanlike and merchantable manner, between this day and the first day of January 1869 and hold subject to be delivered to them as hereinafter provided, one dollar and seventy five cents per shook, and for all shooks which the said Hasty may in like manner manufacture, put up & hold in the year 1869 the said A.P. Morse & Co are to pay the said Hasty one dollar and eighty cents per shook; but their is not to be manufactured under this agreement more than twenty five thousand shooks, unless at the special instance and request of the said A.P. Morse & Co nor less than fifteen thousand shooks: and the said Hasty sells to the said A.P. Morse & Co all the shooks he now has on hand, and also all he may hereafter manufacture from staves which are now or may hereafter be put upon the factory lot: and the said Hasty further agrees and binds himself that he will at his

own. cost and charge manufacture all the staves which now are, or may hereafter be purchased and put upon his factory lot into neat merchantable shooks at the prices and upon the terms aforesaid; and it is further agreed between the parties that in consideration of the said A. P. Morse & Co having advanced to the said Hasty money to enable him to buy staves and carry on his business, that all staves and shooks which now are or may hereafter be upon the factory lot of the said Hasty or in his possession and under his controul shall be the property of the said A. P. Morse & Co with full power to sell the same whenever they may choose to do so until all the terms and conditions of this agreement are fulfilled and the said A. P. Morse & Co fully reimbursed and paid all money which may be due to them from the said Hasty, and he promises and binds himself to deliver all the shooks he may manufacture under this agreement on board of a vessel or in the Cars of the rail road at Suffolk at any time the said A. P. Morse & Co may direct him to do it. and the said Hasty binds himself to insure the stock of staves and shooks in some safe insurance Company in the name and for the benefit of the said A. P. Morse & Co in an amount not less than _____ thousand dollars as soon as it can conveniently be done and it is further agreed that if either of the parties to this agreement die before it is fulfiled and completed, no more new stock shall thereafter be purchased, and this

agreement shall terminate and end: but it is understood and agreed between the parties that if the said Nathaniel Hasty should die before he has complied with his undertakings in this agreement, that the said A. P. Morse & Co are to have the possession and use of all such machinery and tools as may be necessary to enable them to manufacture by themselves or their agents all such stock as may then be on hand unmanufactured, if they shall elect so to do, and if they elect to do so, and use the Machinery and tools as above provided they are to allow and pay one dollar and eighty cents for each shook they may manufacture, first deducting therefrom all Costs and and expenses, and monies which may be due to them in any way by the said Hasty or from his estate; and if upon a final settlement there should be found anything to be due and owing from the said A. P. Morse & Co they are to pay the same to the said Hasty or his legal representative

Witness the following signatures and seals

Witness — A. P. Morse & Co seal

Benjn Riddick — Nathaniel, Hasty seal

The foregoing is a true copy of Exhibit "4" filed with the answer of A. P. Morse & George W. Blood in the Chancery Suit now pending in the Circuit Court of Nansemond County wherein Reuben A. Hill is Plaintiff and Nathaniel Hasty & wife and others are defendants—

Teste,

Peter B. Prentis. D.C.

xmd

A. P. Morse & Co:

with ∫ Copy Agreement

Nathaniel Hasly

Copy Exhibit "4"

of staves or lumber,
made by Morse, or by Hasty for Morse,
which were not manufactured into
shook, but were shipped in their rough
state?

Answer. I do. I know that some
pipe staves & hogshead staves (of white oak)
~~staves~~ were purchased by Mr. Hasty for
Morse, and I think shipped according to his order.

Cross-examined by counsel
for Defendant.

1st Question: During the period that you
were book-keeper for Nath[l] Hasty, did
he employ hands, make purchases, and
carry on the manufacturing of shooks
and heading, in his own name?

Answer. He did after he bought out
Reuben A. Hill, — from the last of October
1867, until the 22nd January, 1869.

2nd Question. Did the said Hasty contract with A. P. Morse & Co.
on the 23rd of September, 1868, to sell and deliver
to said Morse & Co. all the shook that he, the
said Hasty, might thereafter manufacture,
and was the written contract dated that day
and signed by A. P. Morse & Co. and Nathaniel
Hasty, and witnessed by you, now produced,
the contract under which he was operating?

Answer. It was; and is "Exhibit 4." in the
answer of Morse & Co. in the suit of Hill vs Hasty et al.
in this Court, a copy of which is annexed.

3d Question By same. Was it not the custom of the said Hasty, to ship shook as he manufactured them to A.P. Morse & Co. of Boston, and thew draw on them from time to time, on account?

Answer. He shipped shook, manufactured by him, as ordered by Morse & Co. and drew as he had need for money.

4th Question by same. Was Hasty in the market, purchasing staves, or not, of parties in North Carolina, and along the Railroad lines, and on James River in his own name, and paying for them himself, from the 23d Sept. 1868, to the 22d January, 1869.

Answer. He was; - from parties at Enfield, N.C. - from a Mr. Lee on James River, and others.

5th Question by same. What did A.P. Morse & Co. do with the staves purchased of Hannaford and the plank purchased of Thacker?

Answer. I think the white oak heading, purchased of Hannaford, Morse had shipped; the red oak staves were manufactured into shook, some of the plank into heading, the balance sold to different persons by Hasty, and some left on the yard.

6th Question by same. How did Hasty close the Contract with Norfleet for the staves purchased as heretofore alluded to?

Answer.

Answer. I think Hasty gave Norfleet a draft on A.P. Morse & Co.

7th Question by same. What became of that draft?

Answer. I do not know.

8th Question by same. Were any bills for staves or other lumber rendered to said Hasty whilst you were his book keeper against him, as agent for A.P. Morse & Co. or any one else?

Answer. None that I recollect of.

9th Question by same. How were all such bills made out and rendered, as far as you know?

Answer. They were made out in the name of Hasty, I think.

10th Question by same: In addition to the money received by Hasty of A.P. Morse & Co. by draft, did he at any time receive of the said Morse & Co. other moneys, and how did the said Hasty secure the same?

Answer. He received Six Thousand ($6000) Dollars, and secured that amount by Deed of Trust on his shook-factory & other things.

Direct Examination resumed:—

1st Question by Counsel for Plaintiff.

Do you know that A.P. Morse claimed

the lumber, rough & manufactured, which was sold at the time of the sale made by Thomas P. Crowell, Receiver, as his, and which was either on the factory premises, or on the premises adjacent thereto?

Answer. He did claim it, - both rough and manufactured.

2nd. Question by same: Do you know that the lumber, or slaves, purchased of Wilson Norfleet, was among the lumber, either rough or manufactured, at the time of said sale?

Answer. I think they were all there, either manufactured or in their rough state; I think most of them had been manufactured.

Re-Examined by Counsel for Defendant.

1st. Question. You have just said that A.P. Morse & Co. claimed the lumber, rough & manufactured, which was sold by T.P. Crowell, - how did they claim it?; whether by virtue of the written contract above referred to, or under the deed of trust above alluded to?

Answer. I think they claimed it under the Deed of Trust.

Direct Examn. resumed by Counsel for the Plaintiff.

Question: In respect to the deed of trust alluded to, had the amount advanced

to Hasty – six thousand dollars, by Morse, been paid?

Answer. I presume not. More than six thousand dollars worth of shook had been forwarded to A.P. Morse & Co, I think, but during the time of the delivery of these shook, we were drawing money from A.P. Morse & Co. to carry on the business.

Further this deponent sayeth not.

Benjn Riddick

The deposition of Thomas W. Smith, who being duly sworn deposes & says:

(Examined by Counsel for the Plaintiff.)

1st Question. Do you know of any sales made to Nathaniel Hasty for A.P. Morse, or to A.P. Morse in person, of staves or other lumber, or of any offers to purchase, the same by Nathaniel Hasty for A.P. Morse, or by said Morse in person. If so, state all you know of the fact.

Answer. The said Hasty and Morse have visited my yard & store for the purpose of purchasing staves, and on one occasion came together, & after looking at lumber, remarked that they would make me an offer for said lumber, which was done in the course of a few days by a letter

signed by Hasty. I am a merchant living in the town of Suffolk, and buy and sell lumber, and on this occasion, I did make sale according to the terms of the afore-mentioned letter.

2nd Question by same: Were the slaves you sold on the occasion you mentioned, sold upon the credit of A.P. morse, and not of Nath[l] Hasty, and would you have sold and delivered the said slaves, except upon said credit?

Answer. I was under the impression, having been told so by N. Hasty, that Mr. Morse was his "backer". I dont know whether I would have sold to him on his individual responsibility, or not.

3rd Question by same: Has the money for the lot of slaves you sold, on the occasion alluded to, been paid to you or to any other person for you?

Answer. It has been paid to me, by Nath[l] Hastings, - in cash. A few days thereafter I sold him another lot, as I believed A.P. morse responsible, on thirty days time. I took his, Hasty's, note for this last mentioned purchase, which I now hold. On this occasion, Hasty showed me a letter from A.P. Morse saying

that he would furnish him money to carry on his business, but not to invest in real estate. Upon this evidence, I sold him the last mentioned lot of lumber.

4th Question by same: What was the credit of N. Hasty during the latter part of 1868, or early in 1869, and would he have been able to have made purchases of slaves and other lumber, if it had not been generally believed, and upon Hasty's own statement, that he was carrying on business for A.P. Morse, or A.P. Morse & Co:

~~Answer~~ (Excepted to by counsel for defendant as assuming facts as proved which are not.)

Answer. As far as I know, Hasty was rather doubtful. The balance of the question, I cant answer.

Cross-examined by counsel for Defendant.

1st Question. What became of the slaves you sold Hasty, referred to in your answer to the 1st Question of your Examination-in-Chief.

Answer. They were delivered in the yard of the Shook factory carried on by Hasty.

2nd Question by same: What became of the last lot of slaves sold by you to Hasty

and for which you took his note?

Answer. They were delivered in the said yard, and nearly all, if not all, were sold at the sale made by J. P. Cravell, Receiver.

3rd Question by same. Had you, during the year 1868. and up to December of that year, been in the habit of selling to said Hasty, slaves and other lumber, in his individual name?

Answer. I had at different times sold slaves to him in his own name, up to about July, 1868, and afterwards the two above mentioned sales, described in my deposition.

And further this deponent saith not.

Jno W Smith

The deposition of Wilson Norfleet, who being duly sworn deposes & says:

— Examined by the Counsel for Plaintiff. —

1st Question. What is your occupation, and where do you reside?

Answer. I am a merchant, doing business in Suffolk. Va.

2nd Question by same: State if you know whether A.P. Morse, or any other person for him, offered to purchase lumber from you, and if so, did you sell at any time staves to the said parties, and upon what terms?

Answer. I do know that I sold to Nathaniel Hasty for A.P. Morse, as stated to me by Hasty, a lot of red oak staves, the same now in question, at the price of thirty five dollars per thousand delivered in factory yard, and received from Hasty a draft on A.P. Morse & Co, (~~xxxxxxx~~ which is annexed, marked "B.") for Nine hundred and ninety one ($991.14) dollars and fourteen cents, in which sum is included the price of 1522 large staves at forty dollars per thousand, as per account rendered and filed with the papers in this suit, and marked "A".

On going to settle with Hasty, I found that we differed as to the number of staves delivered. This was in the presence of Mr. Morse & Mr. Benj. Riddick. The account was rectified in the course of a few days, and the draft was handed to me.

This draft was never accepted by

by Mr. Morse, because never presented to him until after the sale of the factory, conducted by N. Hasty, by J. P. Gorrell, Receiver. The draft amount of the account for sale of said slaves has never been paid, and the said draft is still in my possession.

When Hasty and myself were negotiating for the settlement of my account, Mr. Morse was present. I contended that the draft should bear date on the day the bargain was made; Mr. Hasty contended that it should be dated from the day of delivery of the last slaves, - the difference being one month. I appealed to Mr. Morse, if I was not right, but he replied that Hasty took the right view of the matter. Hasty then said to me that he expected to have given me a draft on Mr. Morse; this in Morse's presence, to which Morse made no objection. We then separated without effecting settlement, and did not do so until a few days after, as above described.

Cross-examined by counsel for Defendant.

1st Question: For what purpose did the said Hasty purchase the slaves of you?

Answer. To work up into shook for A. P.

Morse & Co, as Hasty informed me;
Before the sale, Hasty said he would not buy them until he heard from Morse.
And further this deponent saith not.
Wilson, Notes

State of Virginia.
Nansemond County, to wit:
I do certify that the foregoing depositions were taken, sworn to and subscribed before me, at the time and place mentioned in the caption hereof. Given under my hand this 15th day of March, 1870.
Theodore S. Garnett. Jr
Notary Public

Notary's Fee: $10.—
Charged to Plaintiff & paid by him.
T. S. Garnett. Jr.
March 15th 1870. N. P.

Wilson Norfleet

vs } Depositions

A. P. Morse & Co et al:

Came to hand 16th March 1870
Filed
Clk

To Wilson McNeel

Take notice that we shall on the 2? day of September 1870, next, at the office of Richard Stone Jr, No. 7 Court Square, in Boston, Massachusetts between the hours of 8 a. m. and 6 p. m. of that day, proceed to take the Depositions of A P. Moore, Nathl. Hasty _____ _____ and others, to be read as evidence in our behalf, in a certain suit in chancery, depending in the Circuit Court of Nansemond County, ~~wherein~~ Virginia, wherein we _____ _____ are plaintiffs, and we _____ _____ are defendants; and if from any cause the taking of the said Depositions be not commenced on that day, or if commenced be not concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time, at the same place and between the same hours, until the same shall be completed.

Respectfully.

To the Sheriff of Nansemond *County to execute.*

A. P. Moore & Co
Benj. Riddick,
Nathl. Hasty surbe &c.
John R. Kelly
by John R. Kelly atty.

Minne Ha Ha

vs } Notice
} to Take
Mayflower Dep.

Executed 6 Aug 1870 & a copy
hereof delivered to Julian Mayflower.

Wm P. Mitchell D.S

The Commonwealth of Virginia,

To any Commissioner appointed by the Governor of said Com=
=monwealth for, or any Justice or Notary Public of the State
of Massachusetts, Gentleman, Greeting:

Know You, that we, trusting to your fidelity and provi=
=dent circumspection in diligently examining A. P. Morse
and Nathaniel Hasty witnesses on behalf of A. P. Morse &
George Blood partners doing business under the style of A. P.
Morse & Co. Benjamin Riddick Trustee in a Deed of Trust
executed by Nathaniel Hasty and Elizabeth his wife for the
benefit of said A.P. Morse & Co: the said Nathaniel Hasty
and John R. Kilby in a certain matter of controversy depend=
=ing in the Circuit Court of Nansemond County in the said
State of Virginia, between Wilson Norfleet Plaintiff and
said A. P. Morse, & Co. as aforesaid Defendants, request
you that on such day or days, and at such place or places,
as you shall appoint, the witnesses aforesaid, before you, you
call and cause to come and diligently examine on the
Holy Evangelists of Almighty God, and their examinations
into our said Court distinctly and plainly, without de=
=lay, you send and certify enclosed, returning also this writ.
Witness Peter B. Prentis, Clerk of our said Court, at
Suffolk, in Virginia, aforesaid, the 20th. day of July
1870, and in the 95th. year of our Foundation.

Peter B. Prentis. Clerk

Brice

v

Norfleet.

Ink daff

2 Defs

Instar daff

Rec Clerk

The Depositions of the parties as stated herein taken on the 2°. day of September 1870 at the office of Richard Stone Jr. No. 7 Court Square, in the City of Boston, and State of Massachusetts between the hours of 8 a.m. and 6 p.m. of that day, to be read as evidence on behalf of the defendants in a certain suit in Chancery now pending in the Circuit Court of Nansemond County, wherein Wm Nisbet is plaintiff and A.P. Morse Ho! Benj Riddick, Nathl. Hasty & wife & John R. Kelly are defendants — Taken pursuant to the annexed notice & Commission.

The said A.P. Morse being duly sworn answers and says as is set forth below.

1st Question by Defendants' Counsel.
Was Nathl. Hasty at any time while carrying on the manufacturing of shook at Suffolk Virginia your agent to buy staves or other lumber to be charged to you, or in any way authorized to make contracts for you

Answer. No. The said Nathaniel Hasty was never my agent during the time referred to nor did he make any contract whatever as my agent or in any way bind me as such. He by contract with me, was making shook, heading &c. which I agreed to buy of him at prices agreed on when made and for which I paid him generally by his draft on A. P. Morse & Co as he would fulfil his contract & ship the articles bought under.

2d Question. Did the said Hasty ever buy of Wilson Nesbitt, the Plaintiff any slaves by your order & for you.

Answer.

No. He never bought any slaves of Wilson Nesbitt by my orders or on my account. He may have purchased slaves of said Nesbitt on his (Hasty's) own account to be manufactured by him to fill his contract with me, but with that I had nothing to do. He bought, I presume, where he could buy the best slaves and at the cheapest rates.

3d Question

Were you at any time present with Hasty in visiting the Lumber yard of Thos. Smith & Wilson Nesbitt to examine the slaves on hand, & for what purpose did you then visit them?

Answer

Yes, I did go with said Hasty to look at the slaves of Mrs Smith & Wilson Nesbitt. Mr Hasty told me that these parties had slaves which he could buy & I went there for that

were suitable for him to buy to fill his contract with me. I had nothing to do with the purchasing.
and further Deponent
saith not
Sworn to A. P. Morse

The deposition of Nathl Hasty taken as above who being duly sworn says as is set forth below.

1st Question by Defendants' Counsel

Were you at any time while manufacturing shook &c. at suffolk Virginia, the agent of A.P. Morse & Co. to purchase for them & on their account staves & other Lumber

Answer. No. I was not the agent of A. P. Morse & Co to buy staves & other lumber at the time alluded to or at any other time. I made my own purchases. I had a contract to fill with said A. P. Morse & Co of shook & heading, which I was to make & sell them, & for which they advanced me money from time to time & for which I generally drew by draft. I never had any authority to buy for them.

2d. Question

Did you ever represent to Nelson Norfleet or any one else that you wished to buy staves as agent for A. P. Morse & Co.

Answer.

No. I never did so represent. I may have

said to Naffect that I wished to buy stairs to fill my contract with A.P. Morse & Co and I did buy of him some stairs & gave him in payment for them my own draft on A.P. Morse & Co which was not accepted. I differed with said Naffect as to the mode & settlement & while concluding about it Mr A.P. Morse was present but no claim was set up by said Naffect or him & no allusion made by Naffect that Morse was in any way concerned in my contract with Naffect.

3d Question

Did you ever represent to any one that you were buying stairs, & other lumber as agent for A.P. Morse & Co or on his responsibility

Answer No. It was generally known, as it was the fact, that I was carrying on the Shook business in my own name. I hired hands, bought lumber and managed my own business & no one had any reason to suppose (what was not the fact) that I was agent for anybody.

And further deponent saith not
signed
Nathaniel Hasty

City of Boston
State of Massachusetts } to wit
I Joseph McKean Churchill
a Commissioner for Virginia, residing
in said City of Boston State of
Massachusetts do certify that
the foregoing depositions were taken
on the day, between the hours & at
the place set forth in the Caption
hereto & pursuant to the annexed
notice & Commission
given under my hand
& seal this second day of
September A.D. 1870.
Costs $ 10. Joseph McKean Churchill
a Commissioner of Virginia for Mass.

A. P. Morse & Co. & al

vs } Depositions

Wilson Norfleet

came to hand 5th Septr. 1870
under cover, sealed
Clk.

Messrs A. E. Morse & Co for Nathan & Stacy

1869 Bot of Wilson Norfleet

January 2	96416	Bales	@ $35	924,56
	1522	Cage	@ $40	61,46
		Cutting Bales		2 50
		Handling Dito		2,64 $991,14

At 60 days from date

Wilson Norfleet.

U. S. Aut. #991.14

A. P. Morse & Co

(A.)

Orlin Noblett

v

A. P. Monroe

This cause, at this day
dismissed, agreed, each party paying
their own costs.

Mumbleu

v

Munsch

1873

Oct. Cir. U

order to dismiss

Tobe entered.

Geo. Bliss

The Joint and separate answer of A.P. Morse and Lunge Blood, partners, residing in the City of Boston, State of Massachusetts and doing business, under the name and style of A. P. Morse & Co., to a Bill in Chancery exhibited in the Circuit Court of Nansemond County, Virginia by Wilson Norfleet: & also the answer of Nathl. Hasty to the same Bill.

These Respondents say, That no goods, lumber or other thing was at any time purchased by said Nathl. Hasty as the agent of said A. P. Morse & Co., of said Wilson Norfleet, and therefore deny the allegation in said bill that the said A. P. Morse & Co. through the said Nathl. Hasty, as agent or otherwise purchased of said Wilson Norfleet, the lumber referred to amounting to $991.14 Cts.

They deny that the said Wilson Norfleet gave to said A. P. Morse & Co. sixty days credit on said purchase or any other

Your Respondents admit that the said Nathl. Hasty executed the Deed of Trust referred to secure the indebtedness of said Hasty to said A. P. Morse & Co. & that the property thereby conveyed was sold for that purpose — But that such Conveyance was in no wise made to secure the Debt

due to the said Wilson Norfleet

Your Complainants further say that whether the said Nathl. Hasty was regarded as Partner or not, yet that notwithstanding any such opinion or knowledge on the part of said Wilson Norfleet, he the said Wilson Norfleet had been selling lumber to said Hasty on his own account & had given him credit therefor.

And your Respondent, the said Nathl. Hasty, expressly say that he never at any time, either to the said Wilson Norfleet or to any one else, represented himself as the agent of A. P. Morse & Co. for any purpose

These Respondents say that the said Nathl. Hasty by deed of Trust duly recorded did convey his property as therein referred to, to Benjamin Riddick as Trustee to secure to A. P. Morse & Co. debts therein named, and that the said A. P. Morse did claim & does now claim that all the property owned by said Hasty no matter when purchased or of whom purchased by said Hasty was subject to said Trust

These Respondents say that the lumber referred to in said Bill was purchased of said Wilson Norfleet by

the said Nathl. Hasty on the sole account of said Hasty not for the benefit of or as agent of said A. P. Morse & Co. — That the said lumber was delivered by said Moffett to said Hasty at the shook factory of said Hasty in Suffolk Virginia, with the full knowledge on the part of said Moffett, that the said Hasty was carrying on his business in his own name and for his own benefit, without any agency for anyone and without any partners.

Your Respondents A. P. Morse & Co. say that the said Hasty was not at any time their agent to buy lumber, or to make any contract for them — That the said A. P. Morse & Co. shook dealers purchased of said Hasty manufactured shooks as he had a right to do — And these respondents having answered &c. pray to be hence dismissed &c.

A. P. Morse
Geo. W. Blow
Nathaniel Hasty

State of Massachusetts
City of Boston } to wit:

I, Samuel Jennison
a Commissioner of Deeds &c. for Virginia
residing in Boston, State of Massachusetts
aforesaid, do certify that A. P. Morse, Geo.
Blood ~~xxxxxxxxxx~~, whose names are
signed to the foregoing answer, personally
appeared before him & made oath that the
facts and statements therein contained are
true to the best of their knowledge and
belief. Given under my hand & seal
this twenty fifth day of November 1869

Samuel Jennison
Commissioner for Virginia in Boston,

State of Maine
City of Portland, Cumberland Co.

I, James O'Donnell, a Commissioner
of Deeds for the Commonwealth of Virginia
residing in Portland in said State of Maine,
do certify that Nathaniel Hasty in
Portland aforesaid, whose name is signed to the
foregoing answer, personally appeared before me
and made oath that the facts &
statements therein contained are true to
the best of his knowledge & belief.
Given under my hand & official seal
this 29th day of November A.D. 1869

James O'Donnell, Commissioner
for Virginia in Portland,
Maine.

Wilson Narflock

vs } answer of A. P. Morse
Geo: Blood & Nath[l] Hustis

A. P. Morse & Co. &c

To the Hon
Judge of the Circuit Court of Nansemond County:

Complaining shews unto the Court your Complainant, Wilson Norfleet, of Nansemond County, who complains and says that A. P. Mase and George Blood, partners doing business under the name of A. P. Mase & Co., who were then residing in Boston, in the State of Massachusetts, on the 2nd day of January, 1869, by their agent in Suffolk, Virginia, bought of your complainant certain articles of lumber, amounting to $991.14, and for which your complainant allowed the said A. P. Mase & Co. through their said Agent, Nathaniel Hasty, a credit of 60 days from the date of the said purchase: That at the Expiration of the said credit of 60 days your Complainant made a demand upon the said A. P. Mase & Co. for the said sum of $991.14, which the said A. P. Mase & Co. refused to pay.

Your Complainant avers that on the day of the said N. Hasty was indebted to the said A. P. Mase & Co. and to secure the said A. P. Mase & Co. the said N. Hasty made a deed of trust to Benjamin Riddick, Trustee, for certain Real and other

Estate for the benefit of the said A. P. Morse & Co. and that on the 9th day of August 1869. the said property or a portion of the same was sold to satisfy the debt due A. P. Morse & Co. at public auction by the said Benjamin Riddick. Trustee. amounting to $1030 ——— which said money payable to the said A. P. Morse & Co. is now in the hands of the said Benjamin Riddick. Trustee as aforesaid, or in the hands of John R. Kilby. as the Agent and attorney of the said A.P. Morse & Co.

Your Complainant further shews that the said N. Hasty. at the date of the said purchase, made by him as agent for A. P. Morse & Co., of your Complainant was regarded as insolvent and could not have made any purchases on his own account and credit. that his agency for the said A. P. Morse & Co. was recognised and believed in the Community. both from the statements of the said Hasty, and corresponding action upon the part of the said A. P. Morse & Co.: That the purchase made and debt created with your Complainant was made solely upon the faith of said agency and the credit of A.P. Morse & Co.

Your Complainant would further state that a short time after the said Hasty, as agent of A. P. Morse & Co., bought the lumber as stated in copy of account filed herewith marked (A)

the same, together with other property was seized and held by a Receiver under order of this Court, and that the said A. P. Morse & Co. thereon claimed the said Lumber sold to Hasty as their agent, as their own property, and not belonging in anywise to said Hasty; though the said A. P. Morse & Co. still continue to refuse to pay the amount due your Complainant for the very same lumber they claim as their own.

In tender consideration whereof, and to the end that justice may be done, your Complainant prays that A. P. Morse & George Blood, trading under the style of A. P. Morse & Co., Benjamin Riddick, Master, Nathaniel Hasty, and John R. Killby may be made parties defendant hereto and required to answer the allegations herein, that any property, real or personal, belonging to the said A. P. Morse & Co. in Nansemond County, either in the hands of Benjamin Riddick Master, John R. Killby agent and Attorney, or of any other person, may be attached to await the issue of this Complaint, and that all needful process may issue. That a decree may be made directing the payment of the debt due your Complainant, by the said A. P. Morse & Co. who are non-residents of this State, out of the property or money that may belong to them and attached as prayed for, And that all further proceedings that may be necessary in the cause be had Consistent with Equity &c.

W. L. Riddick

p. q.

Wilson Norfleet

vs Bill Eq.

A. P. Mumford & Co Eq

Wilson Norfleet

vs } Chy: Notes

A. P. Morse & Co: & al:

1869. Aug: 9th: Affidavit made & filed & issued in chy: & sd.

" Septr: 6th: Bill & exhibit filed & subpoena issued vs defts: Benjamin Riddick, Trustee, and John R Kelly

" " " Affidavit, as to non-residence of defts: Nathaniel Nasty, made & filed.

" " " Or: Pub: awarded vs non-resident defts:

" Octo: 4th: Subpoena issued vs defts: Riddick, Trustee & Kelly. returned

" " " Certificate of Pub: filed

" " " Or: Pub: having been published & posted according to Law, & no appr: cause set for hearing on Mo: of Pltff's Counsel

" " 14th: Continued

1870. March 11th: Depositions filed

" 1st: 20th: Continued

" Septr: 5th: Depositions filed (Octo: 13th) Continued

1871. April 14th: Leave given to amend bill in 90 days.

1871 Oct Cont. 1872 Apl 12 Cont.

Chy: Notes