

1879-014
Nansemond Co (Suffolk)

Chancery Causes: Levi C. Thayer vs Heckert, Schiller & Co.

Goode

Cash

Clk.	\$15.00
Att. Har.	16.50
Slp.	1.00
Cement ⁴	20.00
Printer	7.00

~~\$59.50~~

Cosby

Know all Men by these Presents,

That we, *Wilbur J. Kilby and Wallace Kilby*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the just and full sum of *One Thousand (1000)* Dollars, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this *28th* day of *April* in the year one thousand eight hundred and *Seventy-nine*, and in the *103rd* year of the Commonwealth. And we hereby waive our Homestead exemption, as to this obligation.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bound *Wilbur J. Kilby*

who has by ~~this day qualified before the~~ a Decree of the Circuit Court of Nansemond County, pronounced on the 12th day of April, 1879, in the Chancery Cause, wherein Levi C. Hayer, is Plaintiff, and Hecker, Schiller & Co. and Will R. Hecker, are Defendants, appointed Special Commissioners to collect receive and pay out certain moneys therein set forth - shall faithfully perform his duties under said decree, and all other decrees, he may be required to execute in said Cause ~~shall faithfully discharge the duties of his said trust~~, then the above obligation to be void, or else to remain in full force and virtue.

Executed in
presence of
the Court,
Peter B. Pender Ck.

Wilbur J. Kilby (Seal.)
Wallace Kilby (Seal.)
(Seal.)
(Seal.)
(Seal.)

Wilbur J. Kilby, Commr

To { Bond

Commonwealth.

April 28th. ¹⁸⁷⁹ Executed & filed

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *John Heckert, Emmanuel Benja. Schillen and Moser Goode Jr. partners, doing business under the name and style of Heckert, Schillen & Co, and Will. R. Heckert*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in *January, 1878,* ^(this month) ~~next~~, to answer a *Bill in Chancery, exhibited against them* in the said Court by *Levi C. Thayer*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *2nd* day of *January* 1878, in the *102nd* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

January 7th 78 Executed and copy of the within
delivered to Will R. Heckert and Moses Goode Jr.

Emanuel Benja Scheller & John Heckert - are now resi-
dents of my County

J. L. Fulgham Sheriff

R. Kelly, p. 9
Levi C. Haynes

2nd { Sum. in Chy.

Heckert, Scheller & Co. &
Will R. Heckert

To Jury: Rules, 1878.

Pro: B. No: 1. page 106

Cir: Co:

Levi C. Mayes

Plaintiff

vs { Chy. Suit pending in Cir: Co: of Hanseman Co: Va.

John Heckert, Emmanuel Benja Schiller and
Moses Goode, Jr. partners, doing business under the name
and style of Heckert, Schiller & Co; and Will R. Heckert. Defendants

This day Geo. R. Kelly, Esq. atto: for the Plaintiff, in the
above suit deposes & swears (being duly sworn) that John
Heckert and Emmanuel Benja Schiller, two of the Defendants
in the above suit, to the best of his knowledge & belief, are
non-residents of the State of Virginia

Sworn to before me

(Signed)

This 3rd day of Jan'y.

John R. Kelly

1878.

Peter B. Prentiss, Clerk

Lewi C. Thayer

vs { affidavit as to
non resident debts:
Heckert, Schiller & Co: bal

1878

July 3d made filed

State of Pennsylvania }
County of Allegheny } ss

On this 1st day of October
1878. personally appeared before me, Will R
Heckert who being duly sworn deposes and
says that the Bills hereto Attached have
all been paid -

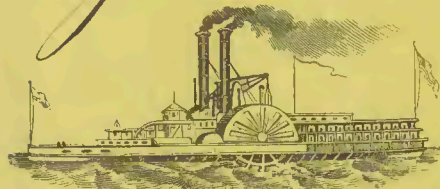
W C Johnston
Notary Public

{ RAILROAD, STEAMBOAT, MILL AND MACHINISTS' SUPPLY HOUSE

NORFOLK. VA.,

April 19th 1877

Wm. H. Beck & Co.



Bought of JAS. M. BUTT,

Successor to FORBES & BUTT,

MANUFACTURER'S AGENT, IMPORTER AND DEALER IN

RAILWAY, MACHINIST & ENGINEERS' SUPPLIES, HARDWARE & MECHANICS' TOOLS,

PORTABLE ENGINES AND BOILERS, STEAM PUMPS,

Leather & Gum Belting, Packing & Hose, Lace Leather, Oils & Waste, Wrought Iron Pipe for Gas, Steam & Water, Fittings, Bolts, Nuts, Washers, Tools of all kinds, and Brass Goods of all descriptions, Patent Oil Cans, Pure Oak Tanned Leather Belting, every piece warranted

Terms Cash.

No. 5 Market Square.

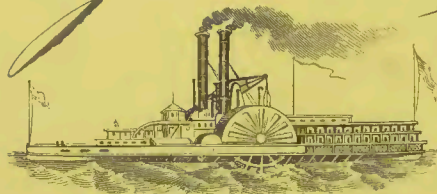
50 #5 Belk Hooks ⁴⁵	2 ft 11 in 4 ply Belk ¹⁵⁰	1 95
1 Side Lacing ³⁰	3 1/2 ft Hemp Packing ⁷⁵	3 75
3 1/2 ft Copper Wire ⁴⁵	3 1/2 ft 1/16 Gum ¹⁷⁵	2 20
1/2 dz 12 in 2 ^d Cut (Will) Lins		4 00
		\$11.90

{ RAILROAD, STEAMBOAT, MILL AND MACHINISTS' SUPPLY HOUSE,

NORFOLK, VA.,

June 9th 1877

Messrs Leckie & Co



Bought of JAS. M. BUTT,

Successor to FORBES & BUTT,
MANUFACTURER'S AGENT, IMPORTER AND DEALER IN

RAILWAY, MACHINIST & ENGINEERS' SUPPLIES, HARDWARE & MECHANICS' TOOLS,
PORTABLE ENGINES AND BOILERS, STEAM PUMPS,

Leather & Gum Belting, Packing & Hose, Lace Leather, Oils & Waste, Wrought Iron Pipe for Gas, Steam & Water, Fittings, Bolts, Nuts, Washers, Tools of
all kinds, and Brass Goods of all descriptions, Patent Oil Cans, Pure Oak Tanned Leather Belting, every piece warranted.

Terms Cash.

No. 5 Market Square.

*1 Pulley 36x8 2 Rch Screws 3/4" hole
Dray*

16 75

25

17.00

N. S. FORBES.

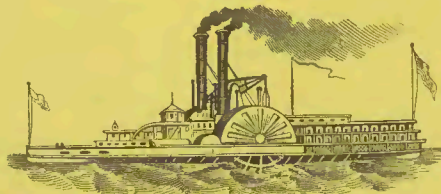
{ RAILROAD, STEAMBOAT, MILL AND MACHINISTS' SUPPLY HOUSE. }

J. M. BUTT.

NORFOLK, VA.,

Dec 26 1876

Mess Heckert & Co



Bought of **FORBES AND BUTT,**

MANUFACTURERS' AGENTS, IMPORTERS AND DEALERS IN

RAILWAY, MACHINIST & ENGINEERS' SUPPLIES, HARDWARE & MECHANICS' TOOLS,

PORTABLE ENGINES AND BOILERS, STEAM PUMPS,

Leather & Gum Belting, Packing & Hose, Lace Leather, Oils & Waste, Wrought Iron Pipe for Gas, Steam & Water, Fittings, Bolts, Nuts, Washers, Tools of all kinds, and Brass Goods of all descriptions, Patent Oil Cans, Pure Oak Tanned Leather Belting, every piece warranted.

Terms Cash.

No. 5 Market Square.

14- $\frac{3}{4}$ Lacing Strings	60	
9- $\frac{1}{2}$ "	12	
5 lbs Cotton Packing @ 35¢	1 75	\$3 07

Sent by Adams
via Adams

N. S. FORBES.

{ RAILROAD, STEAMBOAT, MILL AND MACHINISTS' SUPPLY HOUSE }

J. M. BUTT.

NORFOLK, VA.,

Dec 2 1876



Meigs Hackett & Co
Bought of FORBES AND BUTT,

MANUFACTURERS' AGENTS, IMPORTERS AND DEALERS IN

RAILWAY, MACHINIST & ENGINEERS' SUPPLIES, HARDWARE & MECHANICS' TOOLS,
PORTABLE ENGINES AND BOILERS, STEAM PUMPS,

Leather & Gum Belting, Packing & Hose, Lace Leather, Oils & Waste, Wrought Iron Pipe for Gas, Steam & Water, Fittings, Bolts, Nuts, Washers, Tools of all kinds, and Brass Goods of all descriptions, Patent Oil Cans, Pure Oak Tanned Leather Belting, every piece warranted.

Terms Cash.

No. 5 Market Square.

1 - 1/4 Vertical Check Valve

\$2.50

Send By Express Train S & R R R Monday Morning

N. S. FORBES.

{ RAILROAD, STEAMBOAT, MILL AND MACHINISTS' SUPPLY HOUSE. }

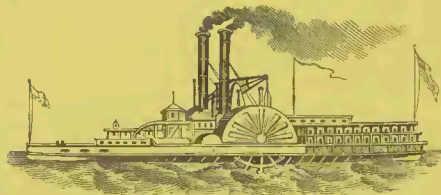
J. M. BUTT.

NORFOLK, VA.,

Nov 29

1876

Mess. Beckett & Co

Bought of **FORBES AND BUTT,**

MANUFACTURERS' AGENTS, IMPORTERS AND DEALERS IN

RAILWAY, MACHINIST & ENGINEERS' SUPPLIES, HARDWARE & MECHANICS' TOOLS,
PORTABLE ENGINES AND BOILERS, STEAM PUMPS,Leather & Gum Belting, Packing & Hose, Lace Leather, Oils & Waste, Wrought Iron Pipe for Gas, Steam & Water, Fittings, Bolts, Nuts, Washers, Tools of
all kinds, and Brass Goods of all descriptions, Patent Oil Cans, Pure Oak Tanned Leather Belting, every piece warranted.

Terms Cash.

No. 5 Market Square.

35 ft 10 in 4 ply Belt @ 1.04

Less 25%

1/2 doz 12 in 2 Cut Mill Files @ 8.00

2 - 3/4 Lacing Straps " .18

4 - 1/2 in " " " .10

37 45

9 36 28 09

4.00

30

40

4 70

\$32.79

N. S. FORBES.

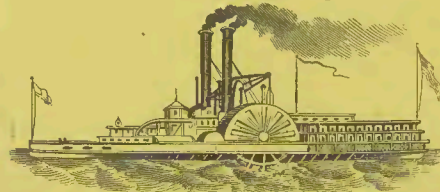
{ RAILROAD, STEAMBOAT, MILL AND MACHINISTS' SUPPLY HOUSE }

NORFOLK, VA.,

L. M. BUTT.

Mess Hebert & Co

Aug 14 1876



Bought of **FORBES AND BUTT,**

MANUFACTURERS' AGENTS, IMPORTERS AND DEALERS IN

RAILWAY, MACHINIST & ENGINEERS' SUPPLIES, HARDWARE & MECHANICS' TOOLS,
PORTABLE ENGINES AND BOILERS, STEAM PUMPS,

Leather & Gum Belting, Packing & Hose, Lace Leather, Oils & Waste, Wrought Iron Pipe for Gas, Steam & Water, Fittings, Belts, Nuts, Washers, Tools of all kinds, and Brass Goods of all descriptions, Patent Oil Cans, Pure Oak Tanned Leather Belting, every piece warranted.

Terms Cash.

No. 5 Market Square.

2 Round face pulleys 3x5 1/4 in Bore Tex \$ 2.00

per Express to day

1
 Beckert & Co
 1876 To Artman & Moore Dr
 Dec. 19- To work on planer 1.50
 " 20- " Dressing 3 Chairs .40
 " 22- " Boiler work. .75-
 " 28- " Making guide for Saw 3.00
 " 30- " Work on Furnace front 15.00
 1877
 June 5- " 2 Bolls & Iron for pump. 1.00
 " 24- " work on buggy shafts. 1.00-
 July 5- " New $\frac{3}{4}$ Boll. .35-
 " " - " One 4ⁱⁿ Set Screw .50
 " " - " Winding R wagon 1.00-
 " " - " washer plate 25-
 " 6- " Making Four 2ⁱⁿ $\frac{1}{2}$ Bolls. .80
 \$25.20

Suffolk, Va., Nov 16 1876

Messrs. Hester & Co.



W. L. DAUGHTREY & CO.,

Dealers in Provisions, Liquors, Dry Goods, Notions, &c

Terms Cash,

All Bills over 30 days 12 per cent Interest will be charged.

124 lbs $13\frac{3}{4}$ in Manila Rope $14\frac{1}{2}$ / 17.98

10 bags in Bales

For to Suffolk

215

50 / 18.73

Rec'd Payment.

W. L. Daughtrey & Co.

THOS. W. GODWIN & CO.,
Proprietors.

Office Virginia Iron Works.

Portsmouth, Va., Febry 8th 1877.

John Wecker and Co
To

VIRGINIA IRON WORKS, Dr.

East Wide Water Street.

MANUFACTURE AND REPAIR MACHINERY OF ALL KINDS.

The Godwin Agricultural Engine and Safety Valve a Specialty.

TERMS - Cash.

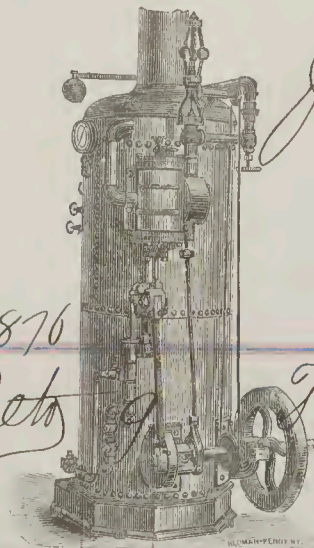
1876

*Oct 9 To 1 Pinion bored out and
Key seated*

Duplicate

259

250



THOS. W. GODWIN & CO.,
Proprietors.

Office Virginia Iron Works.

Norfolk, Va.,

1877.

John Street & Co

To Virginia Iron Works, Inc.

Manufacture

East Wide Water Street,

High and Low Pressure Steam Engines and Boilers, Saw, Grist and Sugar Mills Made and Repaired.

TERMS—Cash.

MANUFACTURE AND REPAIR MACHINERY OF ALL KINDS.

*July 28 To Shmo Lath boring Pinion
Cutting Key ways*

160

18

178

18637

Norfolk, Va., June 14 1876.

M. Hicklet Schiller & Co.

BOUGHT OF TAYLOR, ELLIOTT & WATTERS,
HARDWARE.

4 ft 10 in Guns Belt 80

1 Keg 4 a nails

3 20

4 00

7 20

Paid Taylor & Watters
Hick

Walter H. Taylor,
Thos. E. Elliott,
Jas. H. Watters.

STATEMENT.

Worfolk, Va., 187

Mez Hecker, Schiller & Co

TAYLOR, ELLIOTT & WATTERS,

HARDWARE,

Corner Main Street and Market Square.

1876

May 30	To Mase.	51 83	
" "	"	136 25	188 08
May 16	By Cash	67 50	
" 23	" "	20 00	
July 31	" "	32 58	120.08
			68.00

Recd Payment Sixty eight Dollars
Sept 29 1876.

Taylor, Elliott & Watters

187

Bought of **TAYLOR, ELLIOTT & WATERS,**

Cor. Main Street and Market Square.

13500

25

13625

5/83

18808

By Cash



6750

2100

8750

10058

33.08
166.06
100.00

May 26 / 46

Recd of John Hickert
\$42 or forty two Dollars in full of
account up to date

W. H. Lawrence

1570

8

1200

12000

3021

2

2221

2780

11

3020

Due for Work on the Mill	
2 Cant hooks	\$ 2 50 est
2 Double Bolts	\$ 1 50
12 Sape Links	\$ 1 20
2 Bolt & Washer	75
2 Jamme Nuts	3 0
1 Plate	4 0
Total Amount	\$ 6 65
Received Payment	Simon & Besser

2 50
 1 50
 1 20
 75
 3 0
 4 0
 6 65

540

$$\begin{array}{r} 2059 \\ 656 \\ 1043 \\ \underline{1973} \\ 5731 \end{array} \quad \begin{array}{r} 1000 \\ 987 \\ 500 \\ \underline{380} \\ 80 \\ 75 \end{array}$$

3142

$$\frac{162}{112}$$
$$\begin{array}{r} 1600 \\ 1600 \\ \hline 0971 \\ 1760 \\ \hline 0971 \\ 1600 \\ \hline 1600 \\ 1600 \\ \hline 800 \\ 22 \\ \hline 1600 \\ 1600 \\ \hline 1600 \\ 1760 \\ \hline 0971 \end{array}$$
$$\begin{array}{r} 15.92 \\ 48.15 \\ 3.70 \\ \hline 67.77 \end{array}$$

$$\begin{array}{r} 321.93 \\ \times 2.73 \\ \hline 96579 \\ 68386 \\ \hline 877.7949 \end{array}$$

53857
8203
62029
6697
32198
32198
21472

$$\begin{array}{r} 6418 \\ 3965 \\ 4000 \\ 2500 \\ \hline 16963 \\ 3142 \\ \hline 20105 \end{array}$$
$$\begin{array}{r} 16.00' \\ 10506 \\ 45906 \\ 31108 \\ \hline 99999 \\ 199999 \\ 299999 \\ \hline 499998 \\ 599998 \\ 699998 \\ \hline 1999996 \\ 2999996 \\ 3999996 \\ \hline 5999992 \\ 6999992 \\ 7999992 \\ \hline 11999984 \\ 12999984 \\ 13999984 \\ \hline 15999968 \\ 16999968 \\ 17999968 \\ \hline 19999936 \\ 20999936 \\ 21999936 \\ \hline 23999872 \\ 24999872 \\ 25999872 \\ \hline 27999744 \\ 28999744 \\ 29999744 \\ \hline 31999584 \\ 32999584 \\ 33999584 \\ \hline 35999376 \\ 36999376 \\ 37999376 \\ \hline 39999104 \\ 40999104 \\ 41999104 \\ \hline 43998768 \\ 44998768 \\ 45998768 \\ \hline 47998368 \\ 48998368 \\ 49998368 \\ \hline 51997808 \\ 52997808 \\ 53997808 \\ \hline 55997088 \\ 56997088 \\ 57997088 \\ \hline 59996208 \\ 60996208 \\ 61996208 \\ \hline 63995168 \\ 64995168 \\ 65995168 \\ \hline 67993968 \\ 68993968 \\ 69993968 \\ \hline 71992608 \\ 72992608 \\ 73992608 \\ \hline 75991088 \\ 76991088 \\ 77991088 \\ \hline 79989408 \\ 80989408 \\ 81989408 \\ \hline 83987568 \\ 84987568 \\ 85987568 \\ \hline 87985568 \\ 88985568 \\ 89985568 \\ \hline 91983408 \\ 92983408 \\ 93983408 \\ \hline 95981088 \\ 96981088 \\ 97981088 \\ \hline 99978608 \\ 100978608 \\ 101978608 \\ \hline 10397504 \\ 10497504 \\ 10597504 \\ \hline 10796832 \\ 10896832 \\ 10996832 \\ \hline 11196048 \\ 11296048 \\ 11396048 \\ \hline 11595136 \\ 11695136 \\ 11795136 \\ \hline 11994104 \\ 12094104 \\ 12194104 \\ \hline 12392944 \\ 12492944 \\ 12592944 \\ \hline 12791664 \\ 12891664 \\ 12991664 \\ \hline 13190256 \\ 13290256 \\ 13390256 \\ \hline 13588720 \\ 13688720 \\ 13788720 \\ \hline 13987056 \\ 14087056 \\ 14187056 \\ \hline 14385264 \\ 14485264 \\ 14585264 \\ \hline 14783344 \\ 14883344 \\ 14983344 \\ \hline 15181296 \\ 15281296 \\ 15381296 \\ \hline 15579120 \\ 15679120 \\ 15779120 \\ \hline 15976816 \\ 16076816 \\ 16176816 \\ \hline 16374288 \\ 16474288 \\ 16574288 \\ \hline 16771632 \\ 16871632 \\ 16971632 \\ \hline 17168848 \\ 17268848 \\ 17368848 \\ \hline 17565824 \\ 17665824 \\ 17765824 \\ \hline 17962560 \\ 18062560 \\ 18162560 \\ \hline 18359056 \\ 18459056 \\ 18559056 \\ \hline 18755408 \\ 18855408 \\ 18955408 \\ \hline 19151616 \\ 19251616 \\ 19351616 \\ \hline 19547680 \\ 19647680 \\ 19747680 \\ \hline 19943600 \\ 20043600 \\ 20143600 \\ \hline 20339376 \\ 20439376 \\ 20539376 \\ \hline 20734912 \\ 20834912 \\ 20934912 \\ \hline 21130304 \\ 21230304 \\ 21330304 \\ \hline 21525552 \\ 21625552 \\ 21725552 \\ \hline 21920656 \\ 22020656 \\ 22120656 \\ \hline 22315616 \\ 22415616 \\ 22515616 \\ \hline 22710432 \\ 22810432 \\ 22910432 \\ \hline 23105104 \\ 23205104 \\ 23305104 \\ \hline 23599632 \\ 23699632 \\ 23799632 \\ \hline 23994016 \\ 24094016 \\ 24194016 \\ \hline 24388256 \\ 24488256 \\ 24588256 \\ \hline 24782352 \\ 24882352 \\ 24982352 \\ \hline 25176304 \\ 25276304 \\ 25376304 \\ \hline 25570112 \\ 25670112 \\ 25770112 \\ \hline 25963776 \\ 26063776 \\ 26163776 \\ \hline 26357296 \\ 26457296 \\ 26557296 \\ \hline 26750672 \\ 26850672 \\ 26950672 \\ \hline 27143904 \\ 27243904 \\ 27343904 \\ \hline 27536992 \\ 27636992 \\ 27736992 \\ \hline 27929936 \\ 28029936 \\ 28129936 \\ \hline 28322736 \\ 28422736 \\ 28522736 \\ \hline 28715392 \\ 28815392 \\ 28915392 \\ \hline 29107904 \\ 29207904 \\ 29307904 \\ \hline 29500272 \\ 29600272 \\ 29700272 \\ \hline 29892504 \\ 29992504 \\ 30092504 \\ \hline 30284592 \\ 30384592 \\ 30484592 \\ \hline 30676528 \\ 30776528 \\ 30876528 \\ \hline 30968312 \\ 31068312 \\ 31168312 \\ \hline 31359944 \\ 31459944 \\ 31559944 \\ \hline 31751424 \\ 31851424 \\ 31951424 \\ \hline 32142752 \\ 32242752 \\ 32342752 \\ \hline 32533920 \\ 32633920 \\ 32733920 \\ \hline 32924928 \\ 33024928 \\ 33124928 \\ \hline 33315776 \\ 33415776 \\ 33515776 \\ \hline 33706464 \\ 33806464 \\ 33906464 \\ \hline 34096992 \\ 34196992 \\ 34296992 \\ \hline 34487360 \\ 34587360 \\ 34687360 \\ \hline 34877568 \\ 34977568 \\ 35077568 \\ \hline 35267608 \\ 35367608 \\ 35467608 \\ \hline 35657480 \\ 35757480 \\ 35857480 \\ \hline 35947184 \\ 36047184 \\ 36147184 \\ \hline 36336720 \\ 36436720 \\ 36536720 \\ \hline 36726096 \\ 36826096 \\ 36926096 \\ \hline 37115312 \\ 37215312 \\ 37315312 \\ \hline 37504368 \\ 37604368 \\ 37704368 \\ \hline 37893264 \\ 37993264 \\ 38093264 \\ \hline 38282000 \\ 38382000 \\ 38482000 \\ \hline 38670576 \\ 38770576 \\ 38870576 \\ \hline 38959088 \\ 39059088 \\ 39159088 \\ \hline 39347536 \\ 39447536 \\ 39547536 \\ \hline 39735824 \\ 39835824 \\ 39935824 \\ \hline 40123952 \\ 40223952 \\ 40323952 \\ \hline 40511920 \\ 40611920 \\ 40711920 \\ \hline 40899728 \\ 40999728 \\ 41099728 \\ \hline 41287376 \\ 41387376 \\ 41487376 \\ \hline 41674864 \\ 41774864 \\ 41874864 \\ \hline 41962192 \\ 42062192 \\ 42162192 \\ \hline 42349360 \\ 42449360 \\ 42549360 \\ \hline 42736368 \\ 42836368 \\ 42936368 \\ \hline 43123208 \\ 43223208 \\ 43323208 \\ \hline 43509880 \\ 43609880 \\ 43709880 \\ \hline 43896384 \\ 43996384 \\ 44096384 \\ \hline 44282720 \\ 44382720 \\ 44482720 \\ \hline 44668896 \\ 44768896 \\ 44868896 \\ \hline 44954912 \\ 45054912 \\ 45154912 \\ \hline 45340768 \\ 45440768 \\ 45540768 \\ \hline 45726464 \\ 45826464 \\ 45926464 \\ \hline 46111904 \\ 46211904 \\ 46311904 \\ \hline 46497088 \\ 46597088 \\ 46697088 \\ \hline 46882016 \\ 46982016 \\ 47082016 \\ \hline 47266784 \\ 47366784 \\ 47466784 \\ \hline 47651392 \\$$

~~70
59
38
27~~

$$\begin{array}{r} 6000 \\ 3100 \\ \hline 1900 \end{array}$$

Star

Suffolk Va. May 24th 1876.

Messrs. Heckert & Co.

To H. R. Culley,

Practical Bricklayer Dr.

	To 3 days work for Self, 3 ^d	9	00		
	" " " " G. W. Bonnewell	7	00		
	" 3 1/2 " " Henry Bull #1.	3	50		
	" 7 Bbls R. Lime 185- 100	12	95	34	45
Suffolk May. 26 1876					
Paid H. R. Culley					

$$\begin{array}{r}
 720 \\
 1573 \\
 8750 \\
 \hline
 10043 \\
 10589 \\
 \hline
 21121
 \end{array}$$

$$\begin{array}{r}
 8808 \\
 720 \\
 1573 \\
 \hline
 21101 \\
 11043 \\
 \hline
 10038
 \end{array}$$

WALTER H. TAYLOR,
THOS. E. ELLIOTT,
JAS. H. WATTERS.

Norfolk, Va., May 24th 1876

Messrs. Hickart, Schiller & Co.

Bought of **TAYLOR, ELLIOTT & WATTERS,**

HARDWARE,

Cor. Main Street and Market Square.

35 ft. 7 in. Gum Belting. 4 ply	57	18 90	
18 " 5 " " " 3 "	34	6 12	
13 " 3 " Leather " "	24	3 12	
8 1/2 " 2 1/2 " " " "	20	1 74	
1 Box 3/8 Rivets & Nuts		50	
8 lbs. Rabbit Metal	22	1 76	
1 Dm 1/2 x 2 in Bolts & Taps		60	
2 ft. 18 Gum Packing C.	50	3 00	
10 lbs. Rabbit Metal	22	2 20	
24 ft. 4 in Gum Belting	27	6 48	
26 1/2 4 " " "	27	7 16	
Drayage		25	51.83

Mrs. Hecker & Co

To ATLANTIC, MISS. & OHIO RAIL ROAD CO., D.C.

TO FREIGHT ON

May 19th 1876

4 Saws 3 Mandrels

1 .. Saw Frame - 2 Bds. Belting

55-

Paige
Shepherd
Agent

M. G. Smith

WALTER H. TAYLOR,
THOS. E. ELLIOTT,
JAS. H. WATTERS.

Norfolk, Va., May 16 1876

Mrs Richard Schiller & Co

Bought of **TAYLOR, ELLIOTT & WATTERS,**

HARDWARE,

Cor. Main Street and Market Square.

4 1/4 # Debbett Metal	22	93
1 Side Case Leacher		4 00
1 Pan Caliper		75
3 Key Chais 1/8 1/10 1/20	365 340 340	10 45
1 Dzy Fresh Line		20
		16.33
		120
1 Ladle		15.13
		60
Rec'd Pay		\$ 15.73

Taylor, Elliott & Watters,

20
 5
 25
 146
 396

0 96
 8
 124
 170

No. *T W Gordon*

1846

TO FREIGHT ON

May 11 *5 Geo Mach*

To ATLANTIC, MISS, & OHIO RAIL ROAD CO., D.

Mr Fleet

Thos J. Gordon

July 4 th	Sarge	Angelica	M. H. White	80
" "	"	"	self	45 = 675
" 13	"	"	Mr Richards	16 240
" 5	"	"	Mr Carheart	20 300
" 10 th	"	"	M. H. White	25 = 375
" "	"	"	"	25 = 375

315
 566
 228
 165
 480
 1965
 480
 120
 228
 1575
 6075
 1766061

100 for 100 lbs now 76 6 0 1 1

1129

82811, 11673

$$\begin{array}{r} 6455 \\ 131 \overline{) 85565} \\ \underline{85565} \\ 0 \end{array}$$

$$\begin{array}{r} 144111 \\ - 52152 \\ \hline 31959 \end{array}$$

W. John Hecker

Virginia Iron Works, Inc.

MANUFACTURE

EAST WIDE WATER STREET,

HIGH AND LOW PRESSURE STEAM ENGINES AND BOILERS, SAW, GRIST AND SUGAR MILLS MADE AND REPAIRED.

A SPECIALTY IN COTTON SCREWS AND CEMETERY RAILING

1876

May 11	506 1 1/2" Ell @ 36¢	1216 6 1 1/2" Coupling 22¢	132	348
12	2 hms on Cylinder	@ 80¢		70
	8 " Lathes "			640
	5 " on "			175
	Dray agr " "			50
13	10 hms Lathes boring Cylinder @ 80¢			800
15	12 " " " " " "			960
	Packing Ring Pattern			100
	1 1/2 hms Smith & Keiser on valves stem etc			166
	1. 3/4 x 2" Bolt for throttle			15
	5 hms machet on Rod			175
16	5 " Lathes on Cylinder			400
	5 " " and Drill Pipe on Piston			400
17	8 1/2" " on Piston & Rings			520
	3" Smith & Keiser on banding Piston & following			356
	4 Spring bolts 7th Inn			384
	2 Packing Ring 64th @ 8¢			88
	2 1/2 hms Borer maker on Pacht			365
	14th Soft Patch Inn 140 9th borer 22¢			274
	23 7/8 x 1 1/2" Bolt 230 22 7/8 Maching 44¢			87
	2 1/2 hms getting out Patch & c			720
18	9 " Lathes on Packing Ring			53
	1 1/2" on steam chest & stud Bolt			800
19	10 " Lathes on Piston & Rings			88
	2 1/2" Machet fitting on Piston			105
	3 " taking out stud in steam chest & chucking			88
	Cylinder in Planer			280
	2 1/2 hms fitting on steam chest			105
	3 1/2 " Planer & valves face			150
	3 " on cylinder chucking & on stud bolts			945
	Gibb Pattern			12
	4 Brass Gibb 21th @ 45¢			9719
	4 1/2 6 1/2 nuts			

9719

To Amt Forward

9719

20	8 hours Lath on Throttle valve & Stem	640
	2 " Cutting Ring	70
	1 " Smith & Keiser pieceing valve stem 3 rd rim	124
	30 " Boiler maker @ 35¢	10 50
22	5 " Lath on Spring Bolt & Chasing valve stem	400
	5 " Machist on Ring & Piston	175
	Smith & Keiser banding Cylinder head 3 rd	124
	1 14" file used on Ring valve stem & Gibb	1 00
23	7 hours shaper " Gibb	5 60
	3 " fitting & filing Do	1 05
	1. 3" Strano Whistle	11 00
	3. Ball Gauge Lock \$1.75	5 25
	6 1/2 feet Whistle Pipe	1 08
	1. 1" nipple 15¢ 1 #6 II nut 10¢	25
24	6 hours shaper on Gibb	4 80
	8 1/2" putting in Cylinder lock putting work together &c &c	2 98
	1/2 hour Planer on valve	40
	2" Lath " " & turning band on 3	1 60
	Tapping 10 7/8 b. II nuts	75
	1 hour Cutting 2. 7/8 stud for Cylinder	35
	1/2 " Smith & Keiser on 2. 7/8 stud Bolt & fitting Cylinder head Bolt 3 rd rim for stud Bolt	75
	10 3/4 b. II nuts 75¢ 1 Oil Cup \$5.00	5 75
	2 Cylinder Lock \$4.00 8. 7/8 x 1/4 Bolt \$2.00	6 00
	1. 3/4 Boring 25¢ 1. Strano Gauge \$7.00	7 25
	1. 1 1/2" Globe Valve \$4.75 10. 7/8 Washers 30¢	5 05
25	2 1/2 hours on valve & Seat 88¢ 1. b. II 7/8 nut 5¢	93
	1 Valve 15¢ @ 6¢	90 18 6 26

May 23 Dr. By Cash

Drayage

June 14 Cr By deduction on Pipe
" " " Cash

Red Payment by 60 day check
J. H. Goddard

186.26
30.00
156.26
25
156.51
33
156.18
56.18
100.00

Thayer

vs.

Heekert. Heo.

This cause came on this day to be again heard on the papers formerly read therein and on the Report of Special Commissioner, Wilbur F. Kilby, being a Report of the collection and payment of money, made in pursuance of a decree of this Court pronounced at the April Term thereof in the year 1879 in this cause and was argued by counsel.

On consideration whereof the Court doth confirm the said Report to which no exception has been filed and doth adjudge, order and decree that the proceedings had ~~herein~~ ^{in this cause} be and they are hereby declared to be final and binding between the parties, And nothing more remaining to be done herein it is ordered that this cause be removed from the docket

Thayer

vs. } In Chy.

Heckert Hes

Nauvoo County
Circuit Court

October Term 1879

Final decree

To be entered

Geo. B. No. 1

Entered O.B. No. 1

p. 448

The joint answer of Moses Goode & Will R. Hecker
to a Bill in Chancery exhibited against themselves & others,
in the Circuit Court of Hancock County, by Levi C
Thayer.

These defendants, now and all times hereafter, sa-
ving and reserving unto themselves all benefit & advan-
tage of exception, which can or may be had or taken to
the many errors, uncertainties and other imperfections in the
said Complainant's bill contained, for answer thereto, or
to so much or such parts thereof as these defendants are ad-
vised is or are material or necessary for them to make
answer unto, these defendants, answering, say:

It is true
as alleged in the said Complainant's Bill that the firm of
Hecker, Schiller & Co did lease from the Complainant the mil-
l & machinery named, at the price of \$50⁰⁰ per an-
num payable quarterly, and that the Defendants did
agree to expend \$600 in repairs to said machinery, and
that when the said Complainant should put on the
premises the saws, belting &c lately used there by the
said J. N. Manning, the said Hecker, Schiller & Co agreed
to pay an additional rent of \$100⁰⁰ per annum. But
these respondents deny that the said Complainant
ever furnished the said saws, belting &c; that on the
contrary the said J. N. Manning sold some of the saws
of great value used by him & likewise disposed of a
large part of the belting and gearing of the said mill,
and these respondents supplied the said articles

at their own expense, and so notified the said complainants. And further, these respondents say that after expending the sum of six hundred dollars (\$600⁰⁰) in repairs on the said mill & machinery as agreed upon, they still found the premises insufficient for the work required, and that it became necessary to expend other moneys in improving the said mill and other machinery, which they did, and the benefit of which the said complainant has enjoyed in the increased value of the same.

And these respondents further say that they purchased the interest of the said Jas. Heekert in the firm of Heekert & Co on the 6th of July 1877 as alleged in the said complainant's bill, and that afterwards when the said complainant called on them for the rent claimed by him, they declined to pay at the rate of \$200⁰⁰ because the said complainant had not complied with his agreement to furnish the saws & things so used in the said mill by the late occupant, J. H. Manning. That they were ready and willing to pay him the \$150⁰⁰ as agreed upon in the contract, which reasonable offer the said complainant declined and demanded the full sum of \$250⁰⁰. That these respondents, believing the complainant's demands both unreasonable and illegal agreed to submit the matter in dispute to arbitration, which said complainant peremptorily declined.

And for further answer to the said complainant's bill these respondents say it is true, as alleged, that they

placed upon the said premises, a planer, flooring machine, moulder & appurtenances, and did remove the same from the premises, and sell them, but these respondents allege, that the said articles were not removed or sold with a view to deprive the said Complainant of any just demands, but in the contrary they were sold subject to the decision of the Court in this cause and the purchaser still reserves the purchase money, to meet the demands of the Complainant, as settled by the decision of this Court, and that the said Complainant can not suffer any detriment by reason of the said removal and sale.

And now, having fully answered the said Complainant's bill, these respondents pray to be hence dismissed with their reasonable costs in this behalf expended, and they will ever pray &c

Moses Good &
Will R. Hecker

By Wright & Rawles, attys.

Hansford County, to wit:

This day personally came before me,
Notary Public for the County of said, Moses Good & Will R. Hecker, whose answer is above written and made oath that the statements contained in said answer are true to the best of their knowledge, information and belief.

Given under my hand this 27th day of Mch 1878

Jno H. Wright N. P.

Levi C. Thayer

vs }

Heckert Scheller & Co -

Answer of
Moses Goode Jr &
Will R. Heckert.

1878. Apr. 1st Filed *eth*

NEW ADVERTISEMENTS,

DISSOLUTION

The partnership heretofore existing between the undersigned under the firm name of Heckert & Co., has been this day dissolved by mutual consent, John Heckert having sold and transferred his interest in said partnership to his copartners, Moses Good, Jr. and Will R. Heckert, who will pay demands against, and collect all bills owing said firm.

JOHN HECKERT.

MOSES GOOD Jr.

WILL R. HECKERT.

Suffolk, July 6th, 1877.

4t.

Lani C. Thayer

vs. } In. chy.

Heckert, Schiller & Co.

"Exhibit B"

Agreement made this 9th day of May, One thousand eight hundred and seventy-six, between Levi C. Thayer, of the City of Portsmouth, Virginia, of the one part, and John Heckert, Emanuel Benja. Schiller & Moses Goode, Jr., partners, doing business, under the name & style of Heckert, Schiller & Co. of the other part - Witnesseth: That whereas the said Levi C. Thayer is the owner of the Mill-house, Boilers & Machinery, & Saws and all appurtenances, connected with the Saw-mill, lately used by Rev J. N. Manning & which Mill house, machinery, including saws, Rail way & all appurtenances, is situated near the wharf in Suffolk, Newseman, Virginia, on the Lot & land of John P. Johnson, he, the said Levi C. Thayer has this day let and leased to the parties of the second part, the said Mill house and all appurtenances, and the engine, boilers, shafting, Saws, belting, and all appurtenances connected or used with said Establishment, for the period till the 30th day of November, Eighteen hundred & seventy-eight) then to be determined and ended, for the sum of One hundred and fifty dollars, per year, payable in quarterly payments from this day, and in consideration that the parties of the second part shall also put repairs on the Boilers & Machinery aforesaid to the amount of Six hundred dollars, in addition to said rent, and on the further condition & consideration, that whenever the said Levi C. Thayer shall, during the said term, put the saws, belting &c, usually used with said Mill, by said Manning, on said Establishment, that, from that day, the rent for the whole establishment shall be Two hundred & fifty dollars, per year, payable quarterly, as aforesaid, and it is agreed, that the machinery & other

improvements, that may be put on the premises, (other than the Mill & Machinery & appurtenances, which may belong to said Thayer) shall be & remain as security to pay whatever amount may become due to said Thayer, under this Agreement, & with power to said Thayer to take charge of & dispose of the same, to reimburse him whatever amount may be due him hereunder.

And the said parties of the second part, agree to pay to said Thayer, the said sum of One hundred fifty dollars, for rent, as aforesaid, and as soon as the saws, belting, & other articles are put on said establishment, as above referred to, then the said parties of the second part agree to pay the increased sum of Two hundred and fifty dollars, and payable as aforesaid, and also agree to put on said boiler machinery six hundred dollars worth of repairs, at their own expense, and the parties of the second part also agree to put up ^{on} said establishment, one planer and flooring mill & appurtenances: also one Moulder & appurtenances, also one Shingle Machine & appurtenances; and agree to pay said rent, quarterly, as above set forth, counting the time from to-day: These last three ^{and any other articles that the parties of the second part, may add} appendages ^{& as belonging} are to belong ^{to} the parties of the second part, & may be removed by them, at the end of their term, if all rent is then paid.

And it is agreed by the parties that all ground rent to John P. Johnson or his assignee, shall be paid by the ^{said} parties of the second part, and, that should any payment of the rent, remain unpaid, for fifteen days after the same shall become due, that the said Thayer or his assignee, shall have power

without process of law to re-enter and take possession of the property hereby leased & all other property on the premises, & to sell so much thereof (other than his own) as will pay all rent then due, & expenses - And it is also agreed, that at the end of said term, the said Thayer shall be allowed a reasonable time, not beyond fifteen days to remove whatever of said property there may be on said land belonging to him, the said Thayer.

Witness the following Signatures.

Levi C. Thayer

John Heckert, Schiller & Co.

On this 9th day of May, 1876, J. W. J. Weston, do assign unto Heckert, Schiller & Co., named in the foregoing agreement, the right to use a Lot of Land, in Suffolk, on the Edge of of the Nausaunt River, in consideration, that they, the said Heckert, Schiller & Co., pay to John P. Johnson, from whom I leased the same, the sum of fifty dollars, per agreement & lease, dated the 2^d day of May, 1876 & recorded in Clerk's Office of Nausaunt County, and in which agreement, a description of said land may be found. And the said Heckert, Schiller & Co. agree to pay the said sum of fifty dollars to said Johnson or assigns, as set forth in the agreement between said Weston & Johnson.

W. J. Weston

Heckert, Schiller & Co.

Virginia

Hanseman County } to wit:

I, John R. Kilby, a Notary Public, in and for the said County and State of Virginia, do certify, that Levi C. Mayer, & John Heckert for the firm of Heckert, Schiller & Co., parties to the first above writing, dated this day, and W. J. Weston and said John Heckert, for the firm of Heckert, Schiller & Co., parties to the second above writing, also dated this day, severally appeared before me, in said County and acknowledged (respectively) the said writings to be their act and deed.

Given under my hand this 9th day of May, 1876.

John R. Kilby

Notary Public

In the Clerk's Office of Hanseman County Court, the 11th day of May, 1876,
this Agreement was received, and with the Certificate written thereon, admitted to record.

Teste,

Peter B. Prentiss, Clerk

A Copy,

Teste,

Peter B. Prentiss, Clerk

"Exhibit A."

(A. Copy)

Levi C. Mayer
and Agreement
Heckert, Schiller & Co.

Wm. J. Weston
and Agreement
Heckert, Schiller & Co.

To Honorable George Blow, Circuit Court
Judge in and for the County of Nause-
mond, State of Virginia.

Humbly complaining represents and
shews unto Your Honor, Your Complainant,
Levi C. Thayer :

That on the 9th. day of May 1876 an agree-
ment was made and entered into by and
between Your Complainant of the one part
and John Heckert, Emanuel Benj. Schiller,
and Moses Goode Jr. of the other part, under
the firm name and style of Heckert Schil-
ler & Co. - which said agreement, made
in writing, was duly admitted to record
in the Clerk's Office of Nausemond County
Court on the 11th. day of May 1876, - a
duly certified copy of which is filed
herewith as a part of this Bill and
marked "Exhibit A."

That, as set forth in said agreement, Your
Complainant, for and in consideration of
the sum of one hundred and fifty dollars
per year payable in quarterly install-
ments, and for and in consideration of
the additional sum of six hundred dollars
to be expended by said Heckert, Schiller
& Co. in repairs to be made by them to the
boilers and machinery hereinafter named,

did let, lease and deliver unto said Heckert, Schiller Hco. for the period of time ending with the 30th. day of November 1878 from the date of said agreement, for their own proper use, benefit and enjoyment, a certain saw mill, mill house, engine and boilers, saws, rail-ways, machinery, shafting and belting and other appurtenances of a saw-mill establishment, — all the property of Your Complainant, located near the wharf in the Town of Suffolk, Hanseman County, Virginia.

That said Heckert, Schiller Hco., as set forth in said agreement, did thereby agree and bind themselves to pay Your Complainant said sum of \$150. per year in quarterly installments from the 9th. day of May 1876 to the 30th. day of November 1878, for said saw-mill, machinery and appurtenances, leased as aforesaid, and in addition thereto, did also agree and bind themselves, as part of the consideration for the lease of said property, to expend and lay out the additional sum of \$600. in repairs to said boilers and machinery to be paid and done by them, the said Heckert Schiller Hco.

That by said agreement said Heckert,

Schiller Hco. expressly and also agreed and bound themselves to pay Your Complainant the sum of \$100 in addition to the sum of \$150. aforesaid as consideration for said lease or as rent for said property, or at the rate of \$250 per year payable as aforesaid, from the day on which Your Complainant should attach to said saw-mill, for said Hecker, Schiller Hco. the saws, belting &c. which had been used with said mill by one John A. Manning, the former lessee thereof, so that the consideration of said lease or rent for said saw-mill and appurtenances should be \$250 per year payable quarterly by said Hecker, Schiller Hco. to Your Complainant.

That, as set forth in said agreement, it was also expressly agreed that such machinery and improvements (other than the property of Your Complainant named above) as said Hecker, Schiller Hco. might attach to said saw-mill or place on the premises with it, should be and remain as security to pay Your Complainant, whatever sums of money might become due and payable to him in pursuance of and under said agreement, and that Your Complainant was authorised and empowered to enter upon said premises and take charge and dis-

lose of, and sell said machinery and improvements (other than Your Complainant's aforesaid), which said Hecker, Schiller Hco. might attach to said saw-mill or place on the premises therewith and with the proceeds to pay himself whatever amount might be due him under said agreement and all expenses.

Your Complainant charges that on the 6th. day of July 1877, said John Hecker retired from said firm and sold and transferred his interest in said partnership to his co-partners, Moses Gorde Jr. and Will R. Hecker, who assumed all the obligations of said firm, as will appear by a notice thereof herewith filed as a part of this Bill and marked "Exhibit B."

That in pursuance of said agreement, Your Complainant did deliver said saw-mill and appurtenances as aforesaid to said Hecker, Schiller Hco. on the 9th. day of May 1876, and did otherwise fully perform and carry out said agreement on his part: that having so done, he is entitled to have of and from said Hecker, Schiller Hco. the sum of \$250 per year from the 9th. day of May 1876 to the 30th. day of November 1878 as the consideration of said

1
lease and agreement and as and for
rent for said saw-mill and appurtenances;
that said Hecker, Schiller & Co. have neglected
and refused to pay Your Complainant
said sum of \$250 per year as aforesaid
or any part thereof, and to expend said
sum of \$600 in repairs to said boilers and
machinery as they agreed as aforesaid to do;
that said Hecker, Schiller & Co. did at-
tach to said saw-mill and place on
the premises therewith (as by said agreement
they bound themselves to do), one planer,
a flooring mill, and a moulder and ap-
purtenances with each, which by said
agreement were pledged as security for
the payment of said sum of \$250, and
were not to be removed from said premises
until the expiration of said lease on the 30th
day of November 1878 and not then, if said
money should not then be paid; that Your
Complainant was authorised (should any
part of said money remain unpaid 15 days
after the same should become due), to enter
upon said premises and take possession of
all said property leased as aforesaid and
such as said Hecker, Schiller & Co. should
place on said premises and sell the latter
or such part thereof as might be necessary

to pay such sums of money as might be due Your Complainant under said agreement and all expenses: That before Your Complainant could enter upon said premises and take and sell said property of said Hecker, Schiller & Co., placed thereon: to wit, said flamer, flooring mill and moulder and appurtenances and apply the proceeds in payment of the money due, as charged above to your Complainant, said Hecker, Schiller & Co., removed said last named property from said premises and took and carried the same away, and refuse to return the same to said premises or deliver the same to your Complainant or to pay him the money due him as aforesaid.

In consideration whereof Your Complainant, being without remedy save in a Court of Equity, prays that said John Hecker, Emanuel Benj. Schiller, Moses Goode Jr. and Will R. Hecker may be made parties defendant to this Bill and be required to answer upon oath all the allegations contained herein: that the said agreement may be enforced according to its terms: that Your Complainant's claim, or the sum of money due him under said agreement may be ascertained by a commissioner

1

of This Court, and that said property of
said Heckert, Schiller Heo. pledged as se-
curity for your Complainants claim, may
be sold as provided by said agreement
and the proceeds of the sale applied in
payment of said claim, and that said
Heckert, Schiller Heo. may be required
to pay said claim, and that all
further and adequate relief may
be granted consistent with equity,
and, as in duty bound, your Complain-
ant will ever pray &c.

Levi L. Thayer
By Attorney.

Lani C. Thayer

vs. } Bill

Hectert, Schiller & Co.

Levi C. Mayes

2nd { Chy. Notes

Hockett, Schiller Ho.

1878. Jan. 2nd: Served in Chy: J. L. To Jan. Rules 1878.

" " 3rd: Off. of non-residence of John Hockett &

Emanuel Perry Schiller, made & filed

" " 7th: Bill he filed - & decree nisi & defts.

" " 11th: Will R. Hockett & Maria G. G. Jr., J. G.

on Pub. & Aff. & depts.

" Feb. 4. Decree nisi confirmed.

" Mar. 4. Contention for cert. of pub.

1.

Apr. 1st: ~~Decree nisi~~ depts. Maria G. G. Jr. &

Will R. Hockett filed & sent - after which

to cause to be heard

" " 12th: Decree for record.

" Oct. 15th: Contention.

1879. Apr. 12th: Decree for record.

" " 28th: Bond of Counsel & depts. H. G. G.

" July 28th: Report of Collection & payment.

Chy: Notes

Pittsburgh Pa. Oct 1st / 18
Wright & Rawls
To W C Johnston Dr

To Notary fees. Rec'd payment \$5-

Will you please remit on receipt

W

Circuit Court Hanover County
Eastern Virginia

Thayer

vs

Heckert et al

Testimony of witnesses taken pursuant to
notice hereto annexed before A. C. Johnston
Notary Public at his office #92 Diamond
Street Pittsburgh Pa. on part of Defendant
on Tuesday Oct 1st 1878. beginning at 4 o'clock
Pm

A. C. Johnston
Notary Public

Thayer

vs

Heckert et al



Pittsburgh Pa. Oct 1st / 1878

Still R Heckert a witness on the part
of Plaintiffs produced and sworn

Inter 1. What is your name, age, residence & occupation

Ans. My name is Still R Heckert. Twenty six years
old. residence in Pittsburgh Pa. I am a Book-keeper

Inter 2. Were you a member of the firm of Heckert
& Co engaged in the lumber business at Suffolk
and who composed that firm.

Ans. I was. The members of the firm were John
Heckert, Moses Good Jr. & myself.

Inter 3. What time did you become a member
of that firm.

Ans. The articles of Agreement were made
on the 15th day of July, 1876. but they
were ~~not~~ to go into effect ~~XXXXX~~ May 10th
1876

Inter 4 Did Levi L Thayer from whom Hebert & Co
leased a saw mill and machinery ever
comply with the terms of his contract
in furnishing the mill with proper
belting, saws and other material, and
if not, state what he failed to furnish,
and whether it was furnished by
Hebert & Co.

Ans He never did. He failed to furnish
one large Circular Saw, Double crop-
Cut Saw, and all the belting except
the large main belt. He did furnish
some old belting for small saws, which
were useless - He also failed to furnish
large chain for drawing logs. He did
furnish four small saws - Hebert & Co
furnished the large Circular Saw, Driving
belt for large Saw, Counter Shaft belt, and
belting for all the small saws, also
gearing belts for large Saw, Chain & line
for drawing logs - two small saws, one mandrel
one chain, ^{two Cant hooks and one Gummer} ~~two Cant hooks and one Gummer~~

Inter 5. Was Mr Thayer ever notified that he
had not complied with his contract,
and did your firm demand that he
should do so, if so, what was his reply

Ans

At the time I went into the firm of Heckerst & Co Mr John Heckerst informed me that he had no contract with Mr Thayer except that he (Heckerst) was to put the Mill in repair, and if he made money he was to pay \$150 per year rent. I never knew of an article of Agreement between my firm and Levi C Thayer until we had sold our planer and moulding machine to Mr Gay. Mr Kemp went to Norfolk to see about buying an engine he saw Mr Thayer and told him of Mr Gays purchase. Thayer then told him he held our article of agreement for rent. He met Mr Kemp and he told us of the agreement. A few days after in Company with Mr Gay & a Couple of Gentlemen I went to see the article when Capt Curry showed me the article which was the first I saw of it. Not knowing of this contract our firm never notified Mr Thayer of his non-compliance

Inter 6.

Give a statement of the repairs made on the mill and their cost, other than those required by the Contract with Mr Thayer?

Ans	May 10/76	To Tools & packing to be used for Rep	10.50
	" 11/76	" Goodwin & Co for Rep Engine	186.26
	" 11/76	" Freight & Hauling	2.72
	" 11/76	" Iron stay rods & Putting up	1.25
	" 14/76	" Expenses to Norfolk to see about Engine	6.22

May 16/76	To 4 $\frac{1}{4}$ lbs Babington @ 22 c per lb	93
" 19/76	" Blacksmithing Bolts &c for Engine	8.00
" 19/76	" Freight on Lums	80
" 20/76	" Bolts & White Lead	2.20
" 24/76	" Brick Work & Lime	34.45
" 26/76	" Brick	42.00
" 26/76	" Hauling Brick, Sand & Lime	6.50
" 30/76	" 18 lbs of Babington Metal @ 22 c	3.96
" 30/76	" 2 ft 1 inch Gum Packing 6 lbs @ 50 c per lb	3.00
" 30/76	Blacksmithing on Engine	6.65
June 7 th /76	" Putting up Engine, Reps, Mach'y Lining up &c	173.00
10/76	" Shoring Mill foundation, Engine Material &c	25.00
16/76	" Babington Bearings on Saw Mandrel Carriage and tracing same	10.00
" 17/76	Work on Plunger Cup and other Repairs	7.50
Oct 17/76	" 1 Pinion Wheel & exp to get it.	5.75
" 17/76	" Drayage	25-
June 17/76	" 1 Stop off Valve	2.50
" 19/76	Putting New Timbers under Mill for foundation	11.00
" 20/76	" Blacksmithing	25-
" 20/76	" Packing for Engines & Joints	3.25-
" 27/76	" Repairing Brown Material	14.50
" 27/76	" 1 Lock & Hinges	1.35-
Nov 7/76	" 2 lbs Red Lead @ 20 c	40
" 7/76	" Work & Patching Heater	8.00
" 14/76	" Putting Patch Bolts &c on Boiler	13.00
Dec 2 nd /76	" 1 Check valve \$2.50. + $\frac{3}{4}$ lb Copper Wire @ 45	2.95-
" 13/76	" Soldering Feed Pipe	2.00

Dec 13/76	To 1/2 days work on Valve & Pipe	2. 00
" 21/76	" 1 lb Red lead, Rep Boiler, joint on man head &c	6 00
" 28/76	" Changing & Putting New Guides on Saw	5 00
" 30/76	" Putting in Boiler Stents & Genl Repairing	31. 50
Jan 5/77	To Repairing Pump	4 00
" 26/77	" Changing Feed Pipes & Patching Boiler	7 00
Feb 5/77	" Wm Artman & Moore Bill for Blacksmithing	21. 15-
May 16/77	" 3 days work on Shafting Blocking &c	14. 25-
Nov 20/77	" 1 " Repairing Boiler	3. 50
July 28/76	" Boring Cog Wheel & Key Seat	1 75
June 14	" 4 ft Gum Belting @ 80	3. 20
	" Bolts for Edge 66c, Liner 20, Ladle 60	6. 21
	" Calipers 75, Sealing \$4.00	
Total		\$700. 38

Inter 7. Give as nearly as you can a list of what was used at the mill rented by you when J W Manning occupied it,

Ans 1 large Circular Saw, 1 Gunner
1- 24 inch cross cut Saw 2 Cent hooks
1 Double cross cut saw
4 or 5- small saws
1 large Chain to draw logs.
Full amount of belting

Inter 8. State whether Mr Thayer supplied these articles after you took charge of the mill

Ans No Sir. he never supplied them.

Inter 9. At the time you offered to pay Mr Thayer the rent, did he tell you ^{to} surrender the premises

Ans He did.

Inter 10. Did you surrender the premises from that day, and did you then notify him that he could take charge of them

Ans. I did

Inter 11 State fully what occurred between Mr Thayer + yourself at the depot of the Seaboard and Roanoke Rail Road on the day when you tried to settle with Mr Thayer;

Ans I said to Mr Thayer that in order to release the machinery I would pay him \$175 - instead of \$150 which his article called for. he refused to take that amount, ^{then} stating that he would have to foreclose. My offer of \$175 was for two years + one half which would amount to \$437 ⁵⁰/₁₀₀, which amount I offered him then + there and which he refused.

Inter 12 What amount of money did you actually expend for repairs on the mill

Ans. Seven hundred dollars + Thirty Eight Cents and \$302 - for furnishing articles which he failed to provide

Inter 13. Was there any understanding or agreement between Mr Thayer + yourself that he would allow you for necessary repairs above the \$600 named in the contract of lease

Ans Yes Sir.

Inter 14 Did you sell a portion of the machinery to Mr Gay with the understanding that the purchase money should be reserved until the

Question of rent between yourself and Mrs. Thayer
should be decided

Ans

Yes

Will R. Hecker
Will R. Hecker

State of Pennsylvania } ss.
Allegheny County }

I. A. C. Johnston a Notary Public
in and for the County of Allegheny and State
of Pennsylvania, do hereby certify that on
the 1st day of October 1878 at 4 o'clock P.M., I
was attended by Will R. Hecker a witness
who being of sound mind and lawful age
having been by me duly sworn to testify the whole
truth, the deposition was reduced to writing by
me in the presence of the witness and who
subscribed to the same. And I have retained
the same deposition in my ^{possession} ~~presence~~ until the
same was sealed up and forwarded to
Messrs Wright & Rawles for whom it was taken.

And I further certify that I am not
interested in the event of said cause.

In testimony whereof I have
hereunto subscribed my name and affixed
my Seal at Pittsburgh Pa. this 1st day
of October A.D. 1878

A. C. Johnston
Notary Public

Thayer vs Heckert et al

To M. J. Kelly Esq.

Atty for L. C. Thayer in A Suit in Chancery
depending in the Circuit Court of Monmouth County
Pa, wherein the said L. C. Thayer is Plff & E. S. Schiller,
his Heckert, Will R. Heckert & Moses Gade, merchants &c
under the name of Heckert, Schiller & Co are Dfs.

I take notice that on Tuesday the 1st day
of October 1878, before A. C. Johnson Esq Notary
Public, No 92 Diamond Street, Pittsburg Pa, I shall
proceed to take the deposition of Will R. Heckert, a
member of the firm of Heckert, Schiller & Co., to be read
in evidence in behalf of the defendants in the
above entitled Cause.

Heckert, Schiller & Co

By Wright & Rawles, attys.

1878 Sept. 16, Service of the within notice
is hereby acknowledged

Wilbur J. Kilby
Atty. for Plaintiff

The Commonwealth of Virginia.

To any Commissioner appointed by The Governor of the said Commonwealth, or any Justice or Notary Public of the State of Pennsylvania, Gentlemen, Greeting:

Know You, that WE, trusting to your fidelity and prudent circumspection, in diligently examining Will R. Heckert, as a witness on behalf of John Heckert, Emmaus Ben^d. Schiller and Moses Goode, Jr, Partners, doing business under the name and style of Heckert, Schiller & Co. & Will R. Heckert, Defendants in a certain matter of controversy depending in our Circuit Court for the County of Nausemound, in the State of Virginia between Levi C. Dwyer, Plaintiff, and said Heckert, Schiller & Co. & Will R. Heckert, Defendants, request you, that on the day of October, 1878, at the Office of A. C. Johnson, Esq, Notary Public, No. 2, Diamond Street, Pittsburg, Pennsylvania, the witnesses aforesaid, before you, you cause to come, and diligently examine on the Holy Evangelists of Almighty God, and his examination into our said Court, distinctly and plainly, without delay, you send and certify enclosed, returning this writ.

Witness Peter B. Prentiss, Clerk of our said Court, at Suffolk, Nausemound County, aforesaid, the 13th. day of September, A.D. 1878, and in the 103rd. year of the Commonwealth.

Peter B. Prentiss. Clerk

Thayer

vs.

Heckert Heo.

by counsel

This cause came on this day to be again heard on the papers formerly read therein and on the Report of Commissioner, Peter B. Prentiss, made in pursuance of a decree of this Court pronounced at the April Term thereof in the year 1878 in this cause, and ~~which is this day filed by leave of the Court and was argued~~ on consideration whereof the Court doth confirm the ^{said} Report to which no exception has been filed, and doth adjudge, order and decree that Wilbur J. Kilby, who is hereby appointed Special Commissioner for that purpose, collect and receive of Wm H. Gay, who will pay, therein, the sum of \$700 and all interest thereon, when the same shall become due and payable, ~~as shown by said Report to be in his hands~~ ^{the same} subject to the order of this Court and as shown by said Report, and that said Commissioner, Kilby, with said sum of \$700, when collected by him, proceed to pay, first, all

costs of this suit to be taxed by the Clerk of this Court, and then pay to John P. Johnson in full the sum of \$129. due to him ~~and~~ and then pay the residue to said Levi C. Thayer, the Plaintiff in account of his claim of \$503.50. due to him by said defendants, as ascertained by said Refut.

And said Commissioner, Kilby, before proceeding to collect or receive said sum of \$700 of said Gay, will execute before the Clerk of this Court, a Bond in the penalty of \$1000. with good personal security payable to the Commonwealth of Virginia and conditioned for the faithful execution of this decree and all other decrees he may be required to execute in this cause, and make refut to Court of his proceedings under this decree.

Thayer
vs. } In Chy.
Heckert Deco.

Household County
Court
April 1879
Decree to be entered.

Geo. B. Blevins
~~Refut~~

Entered O.B. No 1
p. 442

copied

Thayer

vs.

Heckert, Schiller & Co.

This cause ~~came on this day to be~~
~~heard on the Bill of the Complainant~~
~~and on the Exhibits filed with said Bill~~
in which the Plaintiff appears to have
proceeded against the defendants -
Emanuel Benjamin Schiller and
John Heckert, who are out of this Com-
monwealth, in the manner prescribed
by law against absent defendants
they still failing to appear and
answer, came on this day to be heard
on the Bill of the Complainant and
on the Exhibits filed with said Bill
and on the answer of ^{the defendants} Will R. Heckert
and Moses Goode Jr. ~~in which~~ with gen-
eral replication thereto, and was ar-
gued by counsel. and by consent of parties

On consideration whereof, the
Court without deciding any of
the issues raised in this cause,
doth adjudge, order and decree
that a Commissioner of this Court
take and settle at his office
an account of the claim of the

Levi C. Thayer

vs.

Geckert, Schiller & Co. Inc.

Massachusetts
Circuit Court

April Term 1878

Decree

To be entered

Geo. V. Beard -
We concur in this decree

Wm. H. Kelly, Atty. for Pkt.
Wright & Rand, of Ct.

Entered Off. Nov. 1 - p. 389

adms

plaintiff, Levi C. Thayer, against
the defendants, and an account of
the property, if any, upon which
said plaintiff may have a claim
to secure said claim, showing its
value and kind, and into whose
possession the same may be, and
make report to Court together with
any proof or testimony he ~~may~~
may take, and any other matters
he may deem pertinent or he
may be required to state by
any of the parties

At a Circuit Court, continued and held for Hansvernand County.
The 12th day of April, 1878.

Levi C. Hayer. Plaintiff.

against } In Chancery

John Heckert, Emanuel Berry Schiller and
Moses Goode, Jr., partners, doing business under
the name and style of Heckert, Schiller & Co;
and Will R. Heckert. Defendants

This Cause, in which the Plaintiff appears to have proceeded
against the Defendants, Emanuel Benjamin Schiller and
John Heckert, who are out of this Commonwealth, in the
manner prescribed by law against absent Defendants,
they still failing to appear and answer, came on this
day to be heard on the Bill of the Complainant, and on
the Exhibits filed with said Bill, and on the answer of the
Defendants, Will R. Heckert and Moses Goode, Jr., with
general replication thereto, and was argued by Counsel.

On Consideration whereof, and by Consent of Parties, the
Court, without deciding any of the issues raised in this
Cause, doth adjudge, order and decree, that a Commissioner
of this Court, take and settle, at his Office, an account of
the Claim of the Plaintiff, Levi C. Hayer, against the
Defendants, and, an account of the property, if any, upon
which said Plaintiff may have a lien, to secure said Claim,
showing its value and kind, and into whose possession
the same may be; and make Report to Court, together
with any proof or testimony, he may take, and any
other matters he may deem pertinent, or he may be

required to state, by any of the parties.

a copy:

Teste,

Peter B. Prentiss. Clerk.

Xm

Levi C. Hayden

vs { Copy Decree

Heckhart, Sedellin & Co: Lat

Commissioner's Office,

SUFFOLK, NANSEMOND COUNTY, VA.

4th. September 1878

To Levi C. Thayer, Plaintiff

and Hecker. Schiller & Co.

Plaintiffs

Defendants.

You are hereby notified that I have fixed upon the 18th day of September 1878
~~next~~, to take and settle, at my office, the following accounts, to-wit:

1. An Account of the claim of said Levi C. Thayer against said defendants,
2. An Account, ~~if any~~ of the property, if any upon which said plaintiff may have a lien to secure said claim, showing its value and kind and into whose possession the same may be,
3. An account of any other matters deemed pertinent or which any of said parties may ~~be~~ require to be stated

required to be taken by the decree of Nansemond County Circuit Court, rendered on the 12th, day of April 1878 in a suit in Chancery depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year first aforesaid.

Peter B. Prentiss.

Commissioner in Chancery

1878 Sept. 4th, Service of the within notice is
hereby acknowledged.

Wilbur J. Kelly
Atty. for Plaintiff
Wright & Mawds
Atty for Defs

L. C. Thayer

May 8th 1876

By request I furnish the accompanying
schedule of articles connected ^{with} the Mill at Luppatt,
which I used under my lease of Engine, Boilers
and Shafting from Mr. S. C. Thayer.

J. W. Manning.

13

Norfolk ^{Va.} May 17th. 1876

Received of J. N. Manning in good order
the following packages to be delivered in like good
order at Suffolk ^{Va.}

- | | | | |
|-----|-------------------|-----------------------------------|------------------------|
| ✓ 4 | Small Saws | to pro. Heckart & Co. | Suffolk ^{Va.} |
| 3 | Mandrels | Do | Do |
| ✓ 1 | Swing Saw frame | Do | Do |
| 2 | Bundles of belts, | containing ^{Do.} 3 belts | Do. |

Schedule
of
Sawyer & Co.
from
J. H. Manning

(a")

Commissioner's Office
Suffo. Va. Sept: 18th: 1878

Levi C. Thayer Plaintiff

Against } In Cty.

Heckert & Co. Defendants

Wm: H. Gay being duly sworn, deposes & saith:
Some time in the Fall of 1877, I purchased from Heckert & Co
one planing Machine and one Moulding Machine, at the price
of \$700⁰⁰, payable on or before the 1st day of January 1879.

I also have in my possession one sking machine, which
was not purchased by me, and which I supposed was worth
from One hundred (100) to One hundred & fifty (150) dollars.

I am ready to pay or will be ready to pay the \$700. by
the 1st Jan'y. prox: when I am advised of the proper bank
to whom I am to pay etc

When I purchased the Planing & Moulding Machines they were
at a saw mill, on the premises of Mr. John P. Johnson, and
Suffolk, at or near the wharf, which premises were then
occupied by Heckert & Co.

I purchased a ^{crosscut} saw from Rev. W. B. Wellens, which had been
used by Rev. J. N. Manning, in said premises, at the price
of \$70⁰⁰: I however, had paid in it repairs to the amo: of \$26⁰⁰
thus making it stand me at \$96⁰⁰ - Mr. Wellens, also offered to
sell me a lot of belting, which had been used by said Manning
in the premises. I did not purchase, however, & a portion to

This belt, was left on the premises - part of said belt -
was on the premises & a part in possession of Mr. Wellman.
This belt was that which Mrs. Manning had been using at said
the mill.

Hackett & Co. sold the said machines to me for the \$700⁰⁰
to enable them to purchase another mill & to pay Mrs.
Thayer ~~rent~~ for rent.

(Signed)

W. A. Gay.

I once occupied the premises referred to, previously to their occu-
pancy by said Hackett & Co. & I had placed in said premises
& used there various articles, such as saws, Moulds
belts &c. &c. It was agreed, that not only were such
articles of Machinery &c. which were on said premises,
then, but such as I might carry there, to wit: the
above named articles, even to be subject to any
claim of Mr. Thayer for rent - and these articles
otherwise became the property of Mr. Thayer, & his books
he claim therefore a portion of said articles, which I found
there, I took to Benfalk W. & afterwards returned, as per
schedule filed herewith & marked "A", to Hackett & Co.
at the request of Mr. Thayer. I having no use for
them, at all - and I having them for temporary use, I
returned them to him - These were the same belt, Mould
&c. which I had used on & with said mill when
operated by me, a short time previous to the occupancy
of Hackett & Co. of said mill - I have filed exhibit "B"

which accompanied Exhibit A"). Both of which were
sent to Mr. Thayer, to enable him to know what articles
were sent to Hackett & Co. - Exhibit (A") of the original
Bill of Lading, ~~which~~^{on} which may have been the receipt
Signature (in pencil) Such articles as I did not
take away, which I had used at the mill were left at
the Mill - The articles which I left at the mill were,
~~such as those which I took away, excepting, however,~~ ^{such as} ~~those which I took away, excepting, however,~~ ^{such as}
to those I took away: such as belting, saws &c. a
number of small articles at the mill, which I wish
to take away, could not be found - they having been in
charge of my foreman, who could give me no account
of them. Among the articles which I could not find
were monkey-wrenches, hand-saws, hammers, augers, axes
& were not considered ~~as~~ ^{as} ~~obnoxious~~ ^{obnoxious} to the mill -
they were ^{now} ~~in~~ making boxes ~~at~~ ^{at} the mill -

(Signed)

J. N. Manning

Levi C. Thayer being duly sworn, deposes & saith:

I admit that of the articles which Mr. Manning had & used
at the said mill, during his occupancy, the Circular Saw
above referred to by Mr. Gay, valued at \$70⁰⁰, was not
placed on said premises, when I leased it to Hackett
& Co. & that as I had agreed to put it there for the use
of Hackett & Co. along with the other articles, had, by Mr.
Manning, I told Hackett & Co. to procure such a
saw in its place & to allow themselves pay for it

out of the rent first due me, & I supposed that they
had so done - And I am ^{now} willing to allow them for
~~the~~ a reasonable price for said Saw.

And, so far as I know, all the other articles, used
by Mr. Manning were returned by him to said Mill
& I directed to said Hackett & Co. - & I used
all due diligence to have them placed there -

Hackett & Co. acknowledge the receipt of all said
articles (except the Saw) & have never complained
of the absence of a few trussing articles, which they
found on some outside party, which were not there.
They have only complained, that the articles, sent
back by Mr. Manning did not answer their
purposes. I agreed to furnish only such as
those Mr. Manning had & those I have placed
in their Shop (except the large circular
Saw referred to). During the 12 months between the oc-
cupancy of Mr. Manning & that of Hackett & Co. the Mill
shall its ~~officers~~ ^{officers} were engaged & exposed to any
degradation - whether any of the articles left them by
Mr. Manning were carried off, he is unable to say
nor can he say what was there, ~~except~~ ^{what} was
carried in. Some of the "A" & what I saw into
the Mill, when I would come up to Lowell.
At the time of my several visits, I discovered that
nothing had been taken away of any moment, save
some few boards; & I think I should have shown it
under my agreement, with Hackett & Co. I have not

received one cent for rent, since the lease began
and there is now ^{due} me \$139.⁵⁰ for 2 years & 6 mos.
& 21 days to the termination of the lease, & my
claim is at interest for that sum of money ~~on~~
all property specified in said agreement.

The belting ^{saws} ~~which~~ ^{were} my property, & which I placed
in the mill, are not there, & I claim the value
thereof. Exhibits A & B will show how long, after
the beginning of the lease, before the articles used by
Manning were delivered to Herbert & Co.

As to the \$600 worth of repairs to the mill, I ~~submit the same~~
raise to question.

(Signed)

L. C. Thayer.

Wm. G. Gode Jr. being duly sworn deposes & saith

I was a member of the firm of Herbert & Co. at the time &
before the said lease. I examined the premises in question, &
~~found from different parties, to-wit: Weston, Manning, & former~~
~~what machinery, belting &c. had been used by Messrs Manning, &~~
~~the former and saw what articles were there, to-wit:~~
the boiler, engine, saw frame & gearing, carriage & main loam
shaft, counter shaft & pump - saw no saws. Saw 2
pieces of belting (the driving & runner belting) - There was
^{no rope} no chain to draw in the logs ~~no~~ no belting to the saw-gearing -
no counter shaft belt and no circular - saw belt -
^{and for running table saws}
Some of the belting (small) was afterwards sent there by Messrs
Manning: Messrs Manning sent ~~it on to some~~ from 4 to 6 -

6 Saws - can't say positively, how many, but I know
there were several - 3 manually, a large Saw frame
& 3 small belts - we left all these articles at
the mill & have never taken them away - There was
no double cut-off saw - We furnished the Churn
for drawing logs (churns still in the premises) at a
cost of \$20⁰⁰ - a circular do cut-off saw
for \$136 & some cents - belts for gear-driving & Counter
shaft belts for \$43 & some cents - a circular
saw belt for \$28 or 29⁰⁰ - these articles, were all
furnished when we began to work the mill - John
Hackett notified Mr. Thayer that the articles used by
Mrs. Manning were not in the premises -
We proposed to them to settle the rent with Mr.
Thayer in the fall of 1877 - on claiming that we owed
him only \$150⁰⁰ per year - on account of his failure to
furnish the articles, used by Mrs. Manning & he
demanding the \$250⁰⁰ per year - the failure to agree
upon the amo: of rent due, prevented a
settlement - I don't know whether Mrs. Manning
ever had a ^{a circular saw} churn there or my own knowledge, or
a circular saw or any of the articles named above
as furnished by the Kent & Co: - & if he had them
there, I don't know the price of them - I don't
know, of my own knowledge, what articles Mrs.
Manning had there

(Signed)

Wm. D. Good Jr

Mr Manning re-examined -

I had the double cut ~~off~~ ^{large} saw & the circular saw there -
I paid \$125⁰⁰ for the circular saw - & the cut off saw ^{double} \$15⁰⁰
these I did not take away - The belts that I returned
were the ones I used at the mill, for small table saws.
I had a chain there for drawing in logs, but it was
not liable for rent.

(Signed)

J. W. Manning

Levi C. Thayer re-examined.

In the fall of 1877, Mr. Will A. Hackett approached me to
settle the rent, as Mr. Goode has stated, & offered to pay me
\$150⁰⁰ in full, of my whole demand, as I understood him,
and I refused to accept his ~~offer~~ offer & would have
also refused it if he had meant to offer
me \$150⁰⁰ a year. Because the security had
been removed from the premises, & then
they owe me more than that sum. They
have ^{never} made me any other offer.

(Signed)

L. C. Thayer,

- Messrs Goode re-called -

The planing & moulding machine, alluded to, were sold to
Mr. Gay for \$700⁰⁰ as before said - and the money ^{due on} for the
lease was to be paid in acco: of rent (that is the first pay-
ment from Gay) When Mr. Thayer declined to accept.

the other we made him; in satisfaction of rent. Mr. Thayer then told us to stop, immediately - as the other would be put in litigation. And then we told him; that ^{we} ~~was~~ would leave every thing as it was. we have not ~~just~~ ^{just} or walked the mill since. I suppose that Mr. Thayer took possession of the mill at once.

- crops examined, by Peck's atty. -

~~At the time~~ At the time we took possession or leased the premises from Mr. Thayer, Mr. Wm. J. Weston, up to that time, was foreman for Mr. Manning, & had charge of the mill and property. We purchased a chain from Mr. Weston for \$20⁰⁰, which was all we bought from him. We bought different articles - but do not know from whom. At the time Mr. Thayer told us to stop working the ^{small} saw, mandrels, &c. were left in the mill - and they are at the large saw. I cannot say what has become of them. We had possession of the premises until Mr. Thayer told us to stop. Since then I do not know who has been in possession - but suppose that Mr. Thayer had. I have been in Wausau, & about Sells, ever since we stopped work - we stopped work, on account of Mr. Thayer's conversation - at the time we stopped here, we were not embarrassed - at that time - before we stopped, we were ~~only~~ ^{only} doing a moderate business.

(Signed)

M. J. G. J.

— Levi C. Mayer re-called —

So far as their ~~own~~ running the mill was concerned, when I came to Laffell for my rent: ~~being~~ I enquired of the parties near the mill, where Hooker & Co. were they replied that they had all gone — & they told me that the mill had not been running for some time. This was sometime before the time, when Mr. Foster says, "I told them to stop." I will state that I never told them to stop — I never required them to give up the lease — nor have I ever supposed that they gave up the premises — They have never surrendered the premises to me, nor formally notified me or given me to understand any other way, that they considered the lease, at an end — So, understanding, I have regularly refused to exercise any control of said premises — having been advised them to act — never required them to abandon the premises, & if they have abandoned them, it was their own voluntary act, without any notice to me. The day before the machinery ~~was taken~~ was taken out of the mill, which had been sold to Mr. Gay, Mr. Will R. Hooker of the firm of Hooker & Co. came to my house in Portsmouth, & he proposed to pay up the back rent by occasionally sending me a car-load of lumber from their "Backhorn Mill" & in reply, told him that he had better sell the lumber & give the proceeds — He went to state his failing condition

and to say how much money they had lost - & Mr.
said that he could not run the mill in
Soffolk, successfully, because of the great
amount of fuel required for these boilers to
make steam - besides, he said, that it cost
him so much to get logs to the Mill
that it was a loss to them - On speaking
of his embarrassed financial condition, they were
enabled to run the mill - I then told him,
that I ^{would} undertake to help him, & proposed
to help ^{him} go on with the mill - I requested
him to see Jackson & Co. & learn for
what price they would bring logs ~~from~~
from my place to Soffolk Wharf, near
the mill - & that I would furnish him with
logs, at a reasonable rate, so that the mill
might be kept going - his reply was that
the mill (its frame-work) was in a
condition to saw large logs - & that there
was a log, at the mill there, waiting to be sawed,
which no one would undertake to saw - This
conversation was on Wednesday the day before
the machinery, Mr. to Gay, was taken
out of the mill - the day after the machinery
was taken out, I came to Soffolk to see
what I could do to help him out - I
learned that the machinery had been carried
away - I then repaired to my attorney, to know

what money, I had under my lease. "Con-
the day of my visit to Suffolk, after I discovered
that the machinery was gone, that I saw
Mr. Will R. Hackett & he offered me ^{the} \$150

as above stated - And I never heard any other
of any other money made, I may not have heard because of my much occupied & very much
other & if I had, it would have made no
difference: as I claimed, then, as I do now \$250⁰⁰

under my lease - In the above conversation
with Mr. Will R. Hackett, he did not then, nor
has he since, offered to surrender the premises.

If he had ~~accepted of the lease~~, surrendered
the premises, & I had supposed, that I
had any right, under that lease, I would
have taken possession, & secured the rent
for which I am now forced to sue.

~~Accepted of the lease~~

(Signed)

L. H. Mayson

Teste,

Peter B. Peckles

Comm^r in Chy

To The Circuit Court of Nausemond County,
Virginia:

In pursuance of a Decree of said Court, pronounced at the April Term thereof, in the year, 1878, in a Cause, in Chancery, in said Court depending, between Levi C. Thayer, Plaintiff, and Heckert Schiller & Co: Hal: Defendants, a Copy of said Decree being herewith annexed: The Undersigned, a Commissioner in Chancery of said Court, having given notice to the parties to said Cause, as will appear by the endorsements on the Notice herewith returned, proceeded on the 18th day of September, 1878, to take and settle, at his Office, the several accounts specified in said Decree, and, having, at length, completed the proceedings, now respectfully submits the result, as follows:

Your Commissioner reports, that, before he could ascertain or state the several accounts as specified in said Decree, and, especially, an account of the claim of said Levi C. Thayer against said Heckert Ho:, under the agreement between them, a copy of which is filed as Exhibit "A", with the Bill in said Cause, he was compelled to proceed to the examination of witnesses, as said Agreement specifies, that said Heckert Ho: were to pay said Thayer \$150⁰⁰ per year rent, at all events, from 9th day of May, 1876 to 30th day of November, 1878, for the Saw-Mill and appurtenances, named in said Agreement, and, an additional sum of \$100⁰⁰

making \$250⁰⁰ per year, from and after the time when said Thayer should put on the premises with said saw-mill, "the Saws, beltings &c," which Rev. J. N. Manning had previously used with said Mill.

Upon the examination of Witnesses, whose testimony is herewith returned, your Commissioner discovered that the Defendants did not know, what articles (Saws, beltings &c) said Manning had previously used with said Mill, and could not enumerate the same, nor give the value thereof, nor give any information, as to what said Manning had used at said Mill. They could, at most, only give the value of articles which they saw fit to purchase, but said Thayer, ~~only~~ agreed to furnish, only such things as said Manning had used, and not such as said Herbert H. might want, need, or choose to buy.

Your Commissioner further discovered, that the said Thayer placed upon the premises with said Mill, in a few days after said Agreement (Exhibit A) was made, all the articles which the said Manning had used with the same - one of the articles (a large Saw) worth about \$100⁰⁰, which, said Manning had use, was missing, when said Herbert H. took charge of said Mill: but, immediately thereafter, said Thayer placed another, there, of still greater value. This last named Saw (put in the place of the missing

one) was purchased by said Hecker & Co. at the price of \$136⁰⁰, and was paid for, at the request of said Thayer, out of the first year's rent, due to said Thayer, by said Hecker & Co. (out of the money of said Thayer, in the hands of said Hecker & Co.)

Having thus put said Saw with said Mill, in the place of the one which said Manning had usually used there, and having put all the other articles (The original articles themselves) at said Mill (as per delivery of the same, by said Manning) which he had usually used with it, said Thayer, in the opinion of your Commissioner, has performed the Covenant of his Agreement (Exhibit "A") and is therefore entitled, as per said Agreement, to \$250⁰⁰ per year, rent for said Saw-Mill and appurtenances, from the 9th day of May, 1876 to the 30th day of November, 1878 (a period of 2 years, 6 months and 21 days). to wit; to the sum of \$639⁵⁰, less the said sum of \$136⁰⁰ paid thereof, which, as requested by said Thayer, said Hecker & Co. paid out and expended for said Saw, purchased by them, as aforesaid, for said Thayer.

Your Commissioner further reports, that the ground rent, from the 9th day of May, 1876, to the 30th day of November, 1878, at \$50⁰⁰ per year, for the premises or land, where said Saw-Mill is located, is still due and unpaid, to John P. Johnson, to whom the same is due, by said Hecker & Co.

and, as by said agreement, said Heckert & Co are bound for the payment thereof, your Commissioner specially, makes report of it.

Your Commissioner ascertains, that part of the property, to wit: a planing machine and a moulding machine, given as security for said ground-rent due to said Johnson, and for the rent due to said Thayer, by said agreement, has been sold, to one Wm. H. Gay, for \$700.⁰⁰, which sum he will be ready to pay, to whomsoever the Court may direct him to pay, on the 15th day of January, 1879, when the same will have become due & payable.

Your Commissioner further reports, that the rest of the property, upon which said Thayer has a lien, to secure his claim, is, as far as your Commissioner can ascertain, in the hands of ^{said} Heckert & Co, or at the site of said Saw-Mill, (if any where) and under their control, as the same will be, until the 30th day of November, 1878, when said agreement will expire - except a Shingle-Machine, which is in the possession of said Wm. H. Gay, but has not been purchased by him -

In accordance with the foregoing, your Commissioner makes the following statements:

Statement No. 1.

An Account of the Claim aforesaid of said Levi C. Thayer against said Heckert & Co

The Amount due said Thayer by said Heckert & Co.
as Rent for said Saw-Mill and appurtenances

from the 9th: day of May, 1876 to the 30th: day
of November, 1878, - 2 yrs: 6 mos: and 21 days
at \$250⁰⁰ per year, as per said Agreement. . . \$639.50

By amount paid for saws as aforesaid, by
said Heckert & Co: for said Thayer. . . 136.00

Balance due Thayer by Heckert & Co: . . \$503.50

Statement, No. 2

An account of the property, upon which said
Levi C. Thayer has a lien to secure said Claim,
showing its value and kind, and into whose
possession, the same is:

Said Wm: H. Gay, has, in his possession, said
Planing Machine and Moulding Machine, upon
which said Thayer has a lien to secure said
Claim, and which said Heckert & Co: have
undertaken to sell to said Gay for . . . \$700.00

This sum of \$700⁰⁰, still due and owing by said
Gay, is therefore subject to the payment of
said Claim of Heckert & Co: Said Gay, also
has in his possession, a Shingle Machine
upon which said Thayer has a lien, by
virtue of said Agreement, to secure his Claim
aforesaid, but said Gay does not claim to be
a purchaser thereof - any other property
on which said Thayer may have
a lien, is, or should be, under the control of

said Hecker H^g: : said Saw-mill, still being in
their possession, together with all its appurtenances

Statement, No: 3.

An account of The Ground Rent, aforesaid,
due by said Hecker H^g: to said John P. Johnson

For Ground-rent for land, on which said Saw-
Mill is located, from the 9th: day of May, 1876,
to the 30th: day of November, 1878 - 2 yrs.

6 Mos & 21 days @ \$60⁰⁰ per Year. . . \$129.00

Respectfully submitted, This 7th: day of
October, A.D. 1878.

Comer's Fee
\$20⁰⁰

Peter B. Prentiss.
Commissioner in Chancery

Levi C. Thayer

2nd { Census Report

Heckert Co.

Filed Octo: 19th 1878

Suffolk, Va., Nov 24th 1878

Mr & W J Kelly Lomax

To SUFFOLK HERALD, Dr.

Book and Job Printing Neatly Executed.

THE HERALD, \$1.50 A YEAR.

Orders Solicited.

To order Publication
Thayer vs McKert & Co

4 in 4 times
July 11th 1879 Recd Payment
Orosly Lomax
Publ

\$7.00

At a Circuit Court continued and held for Nantuxent
County, the 12th day of April, 1879.

Levi C. Thayer. Plaintiff.

against { In Chancery

John Heckerh, Emanuel Benj^a Schiller
and Moses Goode Jr; partners, doing business
under the name and style of Heckerh, Schiller
& Co; and Will R. Heckerh. Defendants.

This Cause came on this day to be again heard on the papers
formerly read therein, and on the Report of Commissioners,
Peter B. Prentis, made in pursuance of a Decree of this Court,
pronounced at the April Term thereof, in the year, 1878,
in this Cause, and was argued by Counsel: On consideration
whereof, the Court doth confirm the said Report, to which
no exception has been filed, and doth adjudge, order and
decree, that Wilbur J. Kilby, who is hereby appointed
Special Commissioner for that purpose, collect and receive
of Wm. H. Gay, who will pay to him the sum of Seven
Hundred Dollars, and all interest thereon, when the same
shall become due and payable: the same being in his hands
subject to the order of this Court, as shewn by said Report,
and that said Commissioner Kilby with said sum of
Seven Hundred Dollars, when collected by him, proceed to
pay, first, all costs of this suit, to be taxed by the Clerk of this
Court, and then pay to John P. Johnson, in full, the sum of
One hundred and twenty-nine dollars due to him, and then
pay the residue to said Levi C. Thayer, the Plaintiff, on account
of his claim of Five Hundred and Three dollars and fifty

cents, due to him, by said Defendants, as ascertained by said Report.

And said Commissioner Kilby, before proceeding to collect or receive said sum of Seven Hundred Dollars of said Gay, will execute before the Clerk of this Court, a Bond, in the penalty of One Thousand Dollars, with good personal security, payable to the Commonwealth of Virginia, and conditioned for the faithful execution of this decree and all other decrees he may be required to execute in this cause, and make report to Court, of his proceedings under this decree.

Costs	
Clerk	\$15.00
Atto. Gen.	16.50
Sh. 1/2	1.00
Comm. H.	20.00
Printer	7.00
	<u>\$59.50</u>

A Copy:

Teste,

Peter B. Prentiss, Clerk.

Xmas

Levi C. Hayner

Copy Decree, April Term 1879

Heckert, Schiller Ho: Loh

The Bond required under this Decree, has been executed
Peter B. Prentiss, Clerk

To the Circuit Court of Staunton
County, Virginia:

In pursuance of a decree of
said Court, pronounced at the April
Term thereof in the year 1879 in a
cause in Chancery in said Court
pending between Levi C. Thayer
Plaintiff and Hecker, Schiller & Co.
Defendants, a copy of said decree
being herewith annexed: the pre-
designated, appointed Special Com-
missioner for the purposes named
in said decree, respectfully re-
ports to Court, that as directed by
said decree, he has received of
Wm H. Gay the sum of seven hun-
dred dollars and that out of the
same, your Commissioner has paid
all costs of said cause, and one
hundred and twenty nine dollars
to John P. Johnson and that he has
paid the residue to said Levi C.
Thayer on account of his claim
of five hundred and three and
5/100 dollars, as will more fully
appear by the annexed vouchers
and the following Statement:

Statement

By Amount of Wm H. Gay as aforesaid.	\$ 700.00
To 5 per cent Commission on \$300.	\$ 15.00
" ^{12 per cent} P. B. Prentiss, Clerk's fees, per rect.	8.00
" " J. L. Fulgham, sheriff's fee. "	1.00
" " Wilbur J. Kilby, Atty's taxed fee "	16.50
" " P. B. Prentiss, Comr's " "	20.00
" " Thos. G. Elam, for printing order &c. "	7.00
Carried on	\$ 82.50
	\$ 617.50

(over)

brought on
To paid John P. Johnson, per decree tract.

617 50
~~\$ 617 50~~
129 00
\$ 488.50

To paid Levi C. Thayer in part
of his claim of \$503.50 as
per said decree tract.

\$ 488.50

Respectfully submitted This 24th. day of
April 1879.

Wilbur J. Kilby
Counr.

1879, April, 24th. Received of Wilbur
J. Kilby, Counr. the respective sums of
money charged as paid to us in
the foregoing account and set op-
posite our names as follows:

Peter B. Prentiss, Clerk	\$ 13 00
J. L. Fulgham, Stff	1 00
Wilbur J. Kilby, Atty's taxed fee	\$ 16 50
Peter B. Prentiss, Counr.	\$ 20 00
John P. Johnson	\$ 129 00
Levi C. Thayer By Wilbur J. Kilby, Atty.	\$ 488.50

Thayer

vs. } In chy.
Heckert, Schiller & Co.

Report of collection and payments

24 April 1879

Final

1879. July 28th. Filed.
C. M. C.