

1885-002-
Nansemond Co. (Suffolk)

Chancery Causes: Peoples Bank of the City of New York vs C.F. Norment et al

Norment & Co], Dennis, Spafford & Wilkins], Barclay, Commercial Bank of Suffolk], Hughle H

2 Suicide	Costs	1.00
1 copy		1.50
2.75	18. doc 18. att 10	46
1 copy & 1/2; affiants		47
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 1/2 1/2; Recruits 36
 1/2 1/2; Recruits 2.00
 1/2 1/2; Recruits 1.81

Peoples Bank of New York

vs.

Exhibit A

Costs due by Plaintiff			\$ 46 37
as follows:			
Clerk	19	12	
Atto. & Tax	16	50	
Shff. chancd.	2	50	
" Suffolk Co.	1	25	
Suffolk Herald (paid			
by White & Gamett	7	00	
	46	37	

Costs of defendants	1	81
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26 Mar. 1884

Peoples Bank &c

vs } In Chy.

Norment & al

Statement of costs

Virginia: In the Clerk's Office of the Circuit
Court of Nausemond County, the
10th. day of February, 1881. In Vacation.
The People's Bank of the City of
New York. Plaintiff.

Against } In Chancery. And upon an Attachment
C. F. Normont, and the said C. F. Normont
and Samuel Normont and C. W. Dennis,
merchants and partners in trade, under the
name and style of Normont & Co. - John B.
Spafford and Stephen Wilkins, Jr. merchants
and partners in trade, under the name and
style of Spafford & Wilkins; The Commercial
Bank of Suffolk, Virginia; R. C. Barclay,
and A. C. Withers, Trustee. Defendants

The Object of this suit is to recover of the defendants
C. F. Normont, Normont & Co. and Spafford & Wilkins,
the sum of thirty-six hundred and four dollars and seventy-
five cents, with interest on \$800. part thereof, from the 28th.
day of January, 1881, till paid, and on \$1000. other part thereof,
from the 30th. day of January, 1881, till paid, and on \$844.75
other part thereof from the 30th. day of January, 1881, till paid
and on \$960. residue thereof from the 4th. day of February, 1881,
till paid, due by four certain notes made and signed by said
Normont & Co. and endorsed by said Spafford & Wilkins, and to
subject their estates or debts due them, in the said County of
Nausemond, to the payment of the same, and for other purposes,
and the said attachment having been levied by delivering a

The Peoples Bank of the

City of New York

vs { Ori. Sub.

C. F. Norment & Co.

1881
Feb. 10th: (In Vacation) Awarded

Copy thereof to Thomas G. Elam, Cashier of the Commercial Bank of Suffolk, Virginia, a person designated by the plaintiff, in writing, as having in hand estate of or debts due the said C. F. Norment and Norment & Co. defendants, and neither process in the aforesaid suit nor copy of the aforesaid attachment having been served on the said defendants, Samuel Norment, John B. Shafford and Stephen Wilkins, Jr., it is ordered, that they appear here within one month after due publication of this order, and do what is necessary to protect their interests in this suit

Teste:

Peter B. Prentiss, Clerk.

Virginia. — Nansemond County, To Wit:

At Rules held in The Clerk's Office of The Circuit
Court of Nansemond County, on Monday, the 7th.
day of February, 1881.

The People's Bank of The City of New York. . . . Plaintiff
Against { In Chancery and Upon an attachment.
C. F. Norment, and the said C. F. Norment and Samuel Norment,
merchants and partners in trade, under the name and style
of Norment & Co. Defendants.

The Object of this suit is to recover of the defendants the sum
of thirty-six hundred and four dollars and seventy-five cents
with interest on \$800. part thereof from the 28th. day of January,
1881, till paid, and on \$1000, other part thereof from the 30th. day
of January, 1881, till paid, and on \$844.75, other part thereof,
from the 30th. day of January, 1881, till paid, and on \$960, residue
thereof, from the 4th. day of February, 1881, till paid, due by four
certain notes, and to subject their estates or debts due them in
the said County of Nansemond, to the payment of the same,
and for other purposes; and the said attachment having been
levied, by delivering a copy thereof to Thomas G. Elam, Cashier of
The Commercial Bank of Suffolk, Virginia, a person designated
by the plaintiff, in writing, as having in hand estate of or
debts due the said C. F. Norment and of Norment & Co. defendants,
and neither process in the aforesaid suit, nor copy of the
aforesaid attachment having been served on the said defendant,
Samuel Norment, it is ordered, that he appear here within one
month after due publication of this order, and do what is necessary
to protect his interest in this suit.

Teste: Peter B. Prentiss, Clerk

The People's Bank of the
City of New York
to { Or: Pub:
C. F. Nument & Nument Co:

1881
Feb: 7th: awarded

Suffolk, Va., Feb 9 1881

Mess White and Garnett & Lee
attorneys for Peoples Bank
TO SUFFOLK HERALD, Dr.

Book and Job Printing Neatly Executed.

THE HERALD, \$1.50 A YEAR.

Orders Solicited.

Feb 9¹⁸⁸¹ To Cash order of Publication
Peoples Bank of New York
-Vs- Norman & Co

1881
Mar 28th Received Payment of White & Garnett 4 in 41 \$ 7.00
E. Booker
Agent Herald

NEW ADVERTISEMENTS.

VIRGINIA.—NANSEMOND COUNTY, TO
WIT: At rules held in the Clerk's office of
the Circuit court of Nansemond county on Mon-
day, the 7th day of February, 1881—

The People's Bank of the city of New York,
Plaintiff,
AGAINST

C. F. Norment, and the said C. F. Norment and
Samuel Norment, merchants and partners in
trade, under the name and style of Norment
& Co.....Defendants.

IN CHANCERY AND UPON AN ATTACH- MENT.

The object of this suit is to recover of the de-
fendants the sum of thirty-six hundred and four
dollars and seventy-five cents, with interest on
\$800, part thereof, from the 28th day of January,
1881, till paid, and on \$1,000, other part thereof,
from the 30th day of January, 1881, till paid, and
on \$844.75, other part thereof, from the 30th day
of January, 1881, till paid, and on \$960, residue
thereof, from the 4th day of February, 1881, till
paid, due by four certain notes, and to subject
their estates or debts due them in the said
county of Nansemond to the payment of the
same, and for other purposes; and the said at-
tachment having been levied by delivering a
copy thereof to Thomas G. Elam, Cashier of the
Commercial Bank of Suffolk, Virginia, a person
designated by the plaintiff, in writing, as having
in hand estate of or debts due the said C. F.
Norment and of Norment & Co., defendants, and
neither process in the aforesaid suit nor copy of
the aforesaid attachment having been served
on the said defendant Samuel Norment, it is
ordered that he appear here within one month
after due publication of this order and do what
is necessary to protect his interest in this suit.

A copy—teste:

PETER B. PRENTIS, Clerk.

WHITE & GARNETT and C. G. LEE, p. q.

fe9-4t

Office of the Suffolk Herald,

Suffolk, Va., *March 7th 1881*

We hereby certify that the order, of which the annexed is a copy, has been published in the SUFFOLK HERALD in the manner prescribed by law, once a week for four successive weeks.

Wm. G. ELAM & ~~CAMPBELL~~, Eds. Herald.

VA., WEDNESDAY, F

many crimes. Gray told them he never meant to die with his boots on. "You're getting better, Gray," said the doctor, noting what he thought to be a favorable change in his condition. "Doctor," Gray responded, "I wasn't born to be hung like a thief!" With

The People's Bank of The
City of New-York.

vs { Certif: of Pub:

C. F. Norment, Norment & Co:

Exls:



1881 -

March 7th: Filed

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *C. F. Norment and the said
C. F. Norment and Samuel Norment and C. W. Dennis, merchants,
and partners in trade under the name and style of Norment & Co.,
John B. Spafford and Stephen Wilkins, Jr., merchants and partners
in trade under the name and style of Spafford & Wilkins -
The Commercial Bank of Suffolk, Virginia, R. C. Barclay,
and A. C. Wither, Trustees,*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in *March (1881)* next to answer a

Bill in Chancery, exhibited against them

*in the said Court by The People's Bank of the
City of New York*

and have then and there this Summons. Witness. PETER B. PRENTIS, Clerk of our said
Court, at his office, this *9th* day of *February* 1881, in the *105th*
year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memo.

The plaintiff in this suit having made the proper affidavit, it is ordered that the officer to whom the within writ is directed do attach the following property of the defendants C. F. Norment and Norment & Co, in this County, to wit: a certain lot of cut and cord wood in the County of Nansemond, near Purvis' Station in said County, on the south side of the Seaboard and Roanoke Rail Road, and on the lands of Thomas J. Kilby, the John Walton land and others immediately adjoining, and amounting to Twenty-five hundred cords of wood, more or less, to answer the future order of the Circuit Court of Nansemond County, Virginia;

And the Sheriff of Norfolk County Virginia is hereby ordered to attach the following property of the defendants C. F. Norment and Norment & Co, to wit: a certain lot of cut and cord wood on the land known as Mannington in Norfolk County, Virginia, and at the landing on Julian's Creek, called Proctors' Landing, being about 2000 cords of wood, more or less, cut by C. F. Norment and Norment & Co, and his and their agents or employees, and now in the possession or control of R. C. Barclay, defendant, or of A. C. Withers, Trustee defendant, and any other estate of said defendants in the hands of R. C. Barclay.

And it is further ordered that the Sheriff of Nansemond County do attach the debts due or to become due to the said C. F. Norment and Norment & Co, by the said The Commercial Bank of Suffolk and by the said R. C. Barclay, and also any other estate of the defendants C. F. Norment and Norment & Co or of ^{Spartford & Wiering} ~~whether in the hands of either of them, or in the hands of any~~ other of the defendants or of any other persons, - and the property so attached, to be held subject to the future order of the said Circuit Court

Teste:

Peter B. Prentiss, Clerk

Executed, this 9th day of February, 1881, by delivering a copy of the within writ to C. F. Norment, C. W. Dennis, Thomas G. Elam, Cashier of the Commercial Bank of Suffolk, Virginia, and A. C. Withers, Trustee, each: and by virtue of the order of attachment above endorsed, I levied the same on this 9th day of February, 1881, on the following property of the defendants, C. F. Norment and Norment & Co: as described in the above order of attachment to wit: a certain lot of cut and cord wood in the County of Nansemond, near Purvis' Station in said County, on the south side of the Seaboard and Roanoke Rail Road, and on the lands of Thomas J. Kilby, the John Walton land and others immediately adjoining, and amounting to Twenty-five hundred cords of wood, more or less. - I also summoned A. S. Darden, the President and Thomas G. Elam, the Cashier of the Commercial Bank of Suffolk, Virginia whom the Plaintiff designates, in writing, as having in hand estate or debts due or to become due to the said C. F. Norment and Norment & Co, as garnishees to appear before the Circuit Court of Nansemond County, on the first day of the next term thereof, to answer the said attached writ.

J. H. Rawls Dy for
J. L. Fulgham Sheriff

To Norment & Co, 1881

C. F. Norment, Norment & Co

at Suffolk City: Va

The People's Bank of the
City of New-York

White & Hammett
C. F. Norment & Co

Pro: B. No: 1. Page
Circuit Co.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF ^{Norfolk} NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON [^]C. F. Norment and the said
C. F. Norment and Samuel Norment and C. W. Dennis, merchants
and partners in trade, under the name and style of Norment & Co.,
John B. Shafford and Stephen Wilkins Jr. merchants and partners
in trade, under the name and style of Shafford & Wilkins; the Com-
mercial Bank of Suffolk, Virginia; R. C. Barclay, and A. C. Withers,
Trustee

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in March (1881) next to answer a

Bill in Chancery, exhibited against them
in the said Court by The Peoples Bank of the City of
New York

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this 9th day of February 1881, in the 105th
year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memo: The plaintiff in this suit having made the proper affidavit, it is ordered, that the Officer to whom the within writ is directed, do attach the following property of the defendants, C. F. Norment and Norment & Co., in this County, to wit: a certain lot of cut and cord wood, in the County of Nansom, near Parris' Station, on the South side of the Seaboard and Roanoke Rail Road, and on the lands of Thomas Kelly, the John Walton land and others immediately adjoining, and amounting to twenty-five hundred cords of wood, more or less, to answer the future order of the Circuit Court of Nansom County, Virginia, -

And the Sheriff of Norfolk County, Virginia, is hereby ordered to attach the following property of the defendants, C. F. Norment and Norment & Co., to wit: a certain lot of cut and cord wood on the land known as Mannington, in Norfolk County, Virginia, and at the landing on Julian's Creek, called Proctor's Landing, being about 2000 cords of wood more or less, cut by C. F. Norment and Norment & Co., and his and their agents or employees, or by R. C. Barclay, and now in the possession or control of R. C. Barclay, defendant, or of A. C. Withers, Trustee, defendant, and any other estate of said defendants C. F. Norment and Norment & Co., in the hands of R. C. Barclay. And it is further ordered that the Sheriff of Nansom County do attach the debts due or to become due to the said C. F. Norment and Norment & Co. by the said The Commercial Bank of Suffolk, and by the said R. C. Barclay, and also any other estate of the said C. F. Norment and Norment & Co., or of Spafford & Withers, defendants, whether in the hands of either of them or in the hands of any other of the defendants or of any other person; and the property so attached, to be held, subject to the future order of the said Circuit Court.

Teste: Peter B. Prentiss, Clerk

Executed this 9th day of February, 1881, by delivering a copy of the within writ to R. C. Barclay in person at his residence in Norfolk County, Virginia; and by virtue of the order of attachment above endorsed I levied the same on this 9th day of February, 1881, on the following property of the defendants C. F. Norment and Norment & Co., as described in the above order of attachment, to wit, about 2000 cords of wood on the land known as "Mannington" and at Proctor's Landing on Julian's Creek, in said county, then found in the possession and control of the said R. C. Barclay, by serving a copy of the said attachment in writing upon the said R. C. Barclay personally, and I also levied the said attachment on the debts due and to become due by the said R. C. Barclay to the said C. F. Norment and Norment & Co. the said R. C. Barclay having been designated by the plaintiff in writing and known to me to be in possession of effects of and indebted to the said C. F. Norment and Norment & Co., and summoned him to appear and answer the said attachment at the first day of the next term of the Circuit Court of Nansom County, Virginia: -

B. J. Adams depts
for John Lessor & Co
of Norfolk Co Va

White & Burnett
C. G. Lee

The Peoples Bank
City of New York

C. F. Norment

March 1881

Nansom

No. 13. No. 1

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *C. F. Norment* and the said
C. F. Norment and Samuel Norment, merchants and partners
in trade, under the name and style of Norment & Co.,

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 *February, 1881,* ^(this month) next to answer a

Bill in Chancery, exhibited against them
in the said Court by *The Peoples Bank of the City of*
New York

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *5th* day of *February* 1880, in the *105th*
year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

4
Memo:

The Plaintiff in this suit having made the proper affidavit: it is ordered that the Officer serving the within writ do attach the following ^{property} of the defendants, in this County, to wit: a certain lot of cut and cord wood, in the County of Hansemond, near Purvis Station, in said County, on the South side of the Seaboard and Roanoke Rail Road, and on the lands of Thomas J. Kelly, the John Waller land and others, immediately adjoining, and amounting to Twenty-five hundred cords of wood, more or less, to answer the future order of the Circuit Court of Hansemond County, Virginia

Teste: Peter B. Prentiss, Clerk

Executed this 5th day of February, 1881, and attachment levied on the above mentioned property, to wit: a certain lot of cut and cord wood, in the County of Hansemond, near Purvis Station, in said County, on the South side of the Seaboard and Roanoke Rail Road, and on the lands of Thomas J. Kelly, the John Waller land and others immediately adjoining, and amounting to Twenty-five hundred cords of wood, more or less - and also executed by delivering a copy hereof to Thomas G. Elam Cashier of The Commercial Bank of Suffolk, Virginia, in the said County, whom the Plaintiff designates in writing, as having in hand Estate of or debt due the defendant C. F. Norment and Norment & Co. and summoned him as garnishee to appear before the Circuit Court of Hansemond County, on the first day of the next term, there to answer the said attachment

F. H. Rawls Dy for
J. L. Fulham shff

White Horse
C. F. Norment
The Peoples Bank of the
City of New York
vs
Sum in Chy: &c
C. F. Norment & Co
In Feb: Rules, 1881.

Peter B. Prentiss
Clerk

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *L. J. Norment*, and the said
L. J. Norment and Samuel Norment, Merchants and partners
in trade, under the name and style of *Norment & Co*

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 *February*, 1881 (*this month* ~~next~~) to answer

Bill in Chancery, exhibited against *Bill*
in the said Court by *The Peoples Bank of the City of*
New York

and have then and there this Summons. Witness. PETER B. PRENTIS, Clerk of our said
Court, at his office, this *3rd* day of *February* 1881, in the *105th*
year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Mem^o

The plaintiff having made the proper affidavit in this suit - it is ordered that the officer serving the within writ do attach the following property of the defendants in the County of Norfolk Virginia, to wit: a certain lot of cut and cord wood on the land known as "Manningtown" in Norfolk County, Virginia, and at the landing on Juban's Creek near Manningtown, being about 2000 cords of wood cut by C. F. Norment and his agents, to answer the future order of the Circuit Court of Nausemond County.

Teste: Peter B. Proutis. Clerk.

Executed this 7th day of February, 1881, and attachment levied on the above mentioned property, to wit, Two thousand cords of wood, more or less, on the land known as Mannington in Norfolk County and at Proctors' Landing on Julian's Creek in said County. And also Executed by delivering a copy hereof to R. C. Barclay in the said County, whom the plaintiffs designate as having in hand Estate of or debts due to the defendant C. F. Norment.

this 7th day of February 1881.

B. F. Adams Notary Public for said County.

B Fickelous Licht-
for John Lewis Shipf
Norfolk Va

White Hyacinth, 1869
2 C. G. dec. 1869

The People's Bank of
The City of New-York

22

Found in Chy. de

C. J. Hansen Esq
To Foly: Railco, 1881
Hansen & Co

Doc. B. No. 1. Chap.
Civ. Co.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

Norfolk
TO THE SHERIFF OF ~~NANSEMOND~~ COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *John B Spafford and*
Stephen Wilkins Jr. Merchants & partners in trade under
the name and Style of Spafford & Wilkins: The Commercial
Bank of Suffolk Virginia; R C Barclay, A C Wetters Trustees
and C J Norment and the said C J Norment and Samuel
Norment and C W Denny Merchants and partners in
trade, under the name and Style of Norment & Co.

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in *March* next to answer a

Bill in Chancery, exhibited against *them*
in the said Court by *A P Richardson*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *11th* day of *February* 1881, in the *105th*
year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memo. The plaintiff in this suit having made the proper affidavit, it is ordered, that the officer, to whom the writ is directed, do attach the following property of the defendants C. F. Norment and Norment & Co in this County, to wit: a certain lot of cut and cord wood in the County of Hanover, near Ferris Station in said County, on the south side of the seaboard and Roanoke Rail Road, and on the land of Thomas J. Kilby, the John Walton land and others immediately adjoining, and amounting to twenty five hundred cords of wood more or less, to answer the future order of the Circuit Court of Hanover County, Virginia.

And the Sheriff of Norfolk County Virginia is hereby ordered to attach the following property of the defendant C. F. Norment and Norment & Co, to wit: a certain lot of cut and cord wood on the land known as Mannington in Norfolk County Virginia, and at the landing on Julian's Creek, called Procter's Landing being about 2000 cords of wood more or less cut by C. F. Norment and Norment & Co, and his and their agents or employees or by R. B. Barclay and now in the possession or control of R. B. Barclay, defendant or of A. C. Withers Trustee defendant, and any other estate of said defendant C. F. Norment and Norment & Co in the hands of R. B. Barclay

And it is further ordered that the Sheriff of Hanover County do attach the debts due or to become due to the said C. F. Norment and Norment & Co, by the said The Commercial Bank of Suffolk and by the said R. B. Barclay, and also any other estate of the defendants C. F. Norment and Norment & Co, or of Spafford & Withers defendants, whether in the hands of either of them, or in the hands of any other of the defendants, or of any other person, — and the property so attached, to be held subject to the future order of the said Circuit Court.

Teste:

Peter B. Peculis Clerk.

Copy for
R. B. Barclay

Know all Men by these Presents,

That we, *A.C. Withers and Nathaniel Riddick*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the just and full sum of *Three Thousand five hundred (3500)* 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 *1st* day of *March* in the year one thousand eight hundred and *eighty-one*, and in the *105th* 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 *A.C. Withers,*

was by an order of
who ~~has~~ *this day qualified before the* *Circuit* Court of Nansemond County, pronounced, on the *21st* day of *February*, *1881*, in vacation, in *The Chancery Cause of the Peoples Bank of the City of New York Plaintiff against - C.F. Norment, Norment & Co Shaffert & Wilkins; The Commercial Bank of Suffolk, Virginia, R.C. Barclay and A.C. Withers, Trustee. Defendants, appointed Receiver in said Cause,*

as such Receiver under said order or any future order or decree that may be entered 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. Prentiss. Clerk

A.C. Withers (Seal.)

Nath. Riddick (Seal.)

" (Seal.)

(Seal.)

(Seal.)

In the Clerk's Office of The Circuit Court of Nansemond County, the *1st* day of *March*, *1881*, This Bond was executed and acknowledged in open Court, by the obligors to the same, the security justifying, and thereupon filed.

Teste: *Peter B. Prentiss. Clerk*

A. C. Withers, Receiver

To { Bond

Commonwealth

March 1st. ¹⁸⁸¹ Executed, acknowledged
Filed.

Teste:
Peter B. Prentiss, Clerk

Received of C. W. Dennis for A. C. Withers
receiver in "The Peoples Bank et al. vs. Per-
ment & Co et al." \$38.75 the amount of
Stumpage at 50¢ per cord for the wood
delivered & shipped by H. Wilms 77½ cords
Mar 3rd 1887.
\$38.75

Virginia T. Hephleth

\$11⁷⁰ Received of A. C. Withers Receiver &c.

Eleven Dollars for expenses in going
to Norfolk to attend to sale and delivery
of wood.

Mar. 14th 1881.

Chas W Dennis

Suffolk Va

Mar. 12th 1881.

Received of A. Elvithus Receiver in Peoples
Bank of N. B. as for men & others One Hun-
dred and forty one dollars (\$141.85) and
Eighty-five cents in full for hauling
wood to Proctors Landing in Nor-
folk County 144 1/4 cuds.

A. R. Fergusson

Received March 18th 1880 of A C Luther
Luther & Co by the hands of C W Dennis
Thirty one dollars thirty two cents in
full for balance of Stamp paper on 129 $\frac{1}{4}$ Cases
of yellow Pine and wood

31. 32

Virginia F. Phyklete

No. _____

Mar 11th 1881



Pay to the
Order of at Sight
Mrs Virginia Huplett

Four hundred and no more cents only
Dollars,
100

for Value received, and charge to account of

To A. L. Withers

Suffolk Co



L. H. Dennis



Cash

Virginia F. Hughlett
By Mrs F. Stewart
attorney in fact

Thosy Elam
Cash
P

R. J. NEELY.

WM. NEELY.

JOHN R. NEELY.

Portsmouth, Va., ... 1881

Mr R. R. Fergusson



R. J. & W. NEELY & CO.,

MANUFACTURERS AND WHOLESALE AND RETAIL DEALERS IN

Lumber, Railroad Ties, Rails, Shingles, Coal, Sash, Doors, Blinds, &c.,

Terms Cash.

Corner London and Water Streets.

<i>July 7</i>	<i>1216 ft.</i>	<i>3x4 set</i>	<i>11</i>	<i>13</i>	<i>38</i>	
<i>Mar 9</i>	<i>93 "</i>	<i>(4 wds)</i>	<i>14</i>	<i>93</i>	<i>14</i>	<i>31</i>

Mar 19th 1881

*Recd from
R. J. & W. Neely & Co
3*

AC Withers Receiver &c.

In People's Bank v. Normant &c.

1881. To Geo Emmerson Auctioneer

Mar 31. In Service Paying property
for Sale. Cord Wood wheel barrels &c
this Day.

\$10.00

Paid

Geo Emmerson
Auctioneer

Albithus Receiver

To C. W. Dennis

Dr

To 10 days services in measuring
wood, superintending loading

& delivery of wood to Wilms. \$20.00

Recd. in full of Albithus Receiver.

April 7th 1881.

C. W. Dennis

Peoples Nat. Bank

vs.

C. F. Norment & Co.

vouchers of
A. C. Withers, Receiver

Marine Bank.

Norfolk, Va., ¹¹Mar: 11th 1882

A. C. Wither Received
People Bank v. V. Narmont
he this day deposited in this Bank Twenty/
two hundred & twenty
eight $\frac{11}{100}$ Dollars,

U. S. currency, under a decree of the Circuit
Court of Nansement, in a suit therein depending
between People Bank v. V.
Plaintiffs, and Narmont et al
Defendants, subject to the order of said Court.

W. H. Taylor
\$ 2228. $\frac{11}{100}$

Amount as within = \$2228.11
 Paid Missouri T. Withers
 Admrx. of A. G. Withers.
 Receiver per decree of
 12 Octo. 1883, to wit:

	66.38
Balance =	\$2161.73

Interest to 19 April 1884
 on \$1552.⁰⁰ =

	166.87
Total =	2328.60

Paid The Commercial
 Bank of Suffolk, per
 decree of 15 Apl. 1884 = \$1552.00
 and interest thereon.

	166.87 = 1718.87
Balance =	\$609.73

Interest to 23 May 1885
 on \$609.⁷³

	93.88
	\$703.61

Paid The Commercial }
 Bank of Suffolk, per }
 decree of 27 Apl. 1885 }

	\$703.61
--	----------

A. C. Withers Receiver, in a/c.
with Norment & Co. and Peoples Bk. & C. -

1881

Feb. 21	Rec'd of Wilms on wood at Proctors Landing	Dr	Cr	\$138 75	
Mar 12	" " " " " "			319 25	
Apr. 9 th	1887. Rec'd Eli Hewitt on wood at P's Landing			200 00	
June 12	" Hewitt bal on wood			220 00	
	Total on wood at landing			\$878 00	
	Comm. @ 5% on \$878.00			303 96	\$43 90
Mar 3	Paid Mrs. Hewlett at various times as per rec'd filed				\$75 01
Feb. 27	Paid Mr. Fergusson at various times as per rec'd. filed, for getting out wood to landing on				\$141 85
Mar 14	Paid C. W. Dennis at various times as per vouchers filed				31 70
" 31	Paid Auctioneer for selling wood				10 00
" "	Printing bills by Suffolk Herald				1 50
					<u>\$303 96</u>
	Bal due to suit			\$574.04	
	To Paid Atley & Co for lumber for tram road			14 31	14 31
				\$559 73	\$318 27

Receiver would also state
that J. R. Barkley one of the
present parties to this suit
took from the landing 16
cords of wood without the
knowledge or consent of any
one, claiming it as his own.
for which I have rendered
no a/c. -

Buckhorn wood
Sold by contract to a New
York firm before my appoint-
ment as receiver by the Chetier

of the Coml. Bk. of Suffolk.
which contract was con-
firmed by your receiver
Cargo

102

2

3

4

"

"

"

369 88

299 55

829 20

187 68

Total

#

1686 31

Cms. @ 5-0-0

84 31 \$ 84 31

Bal to credit of suit

\$ 1602 00

Am't. in Marine Bank of
Suffolk to credit of suit
as per order

\$ 2228 11

Bal due receiver as Cms.

\$ 66 38

not returned

Suffolk, Va

Mar 17 1881

Mr A. C. Withers Receiver

To The Suffolk Herald, D^r

Fine Book and Job Printing at Moderate Prices.

1881

Mar 17

To Printing 100 Hand Bills advertising Sale
of Wood & under order of Court in the case
of Peoples Bank of N.Y. vs. Norman & Co

\$ 1.00

Account of A. C. Withers, Receiver
in the suit of The Peoples Bank of
New York vs. C. F. Hornum & al.

1881				
Feb. 21	By Cash of Milns on wood at Proctor's landing.		\$ 138 75	
Mar. 12	" ditto do.		319 25	
Apr. 8	" Cash of Eli Hewitt on wood at Proctor's landing.		200 00	
June 12	" Balance of Eli Hewitt		220 00	
	Total		\$ 878 00	
	To 5 per cent cons. on \$878.	\$ 43 90		
Mar. 3	" paid Mrs. Hewlett at various times per rect.	75 01		
Feb. 27	" " Mr. Ferguson at various times per rect.	141 85		
Mar. 14	" " C. W. Dennis "	31 70		
31	" " Auctioneer "	10 00		
	" " Printer's bills "	1 50		
	" " Acely Hco. "	14 31		
	" Balance	559 73		
		878 00	878 00	
	By Balance brot. on		\$ 559 73	
	" Sale of wood in Kaund Co. at Buckhorn		1686 31	
	To 5 per cent cons. in part deducted and paid on the above sum \$1686.31.	17 93		
	" Balance of 5 per cent cons. on \$1686.31 still due & unpaid to the Receiver.	66 38		
	" Balance due	2161 73		
		2246 04	2246 04	
1882				
Mar. 11	By Balance due brot. on		\$ 2161 73	
	" Cons. due Receiver brot on		66 38	
			\$ 2228 11	
	To amt. at Bank	\$ 2228 11		

Peoples Bank of N.B. -

vs. In ch en

herment also

Burr receiver Aeghane
to report that after great difficulty in
collecting the assets of herment also
a part of which were in her forest Co -
and very difficult of access, and by
the greatest effort a person was finally
found who would undertake to get the
wood to the landing, but threw up the con-
tract before he completed the labor on
account of the difficulties attending it
the weather being wet & bad. & the swamp
full of water. Burr Receiver then advertised
and sold the remainder of the wood in
the woods, paying to Mrs. Hewitt as per
contract made by herment & Co. her share
- pay as per o/c & vouchers. a part of
the wood was also located in Mansfield
County which had been assigned by N.B.
to the Coml. Bk. The Cashier of the said
bank had already made no gain receiver
considered an advantageous sale of the
same to J. S. Millikin of N.B. as per o/c -
there were some twelve or fourteen cords
reported there as being inaccessible on o/c
of the water. - Burr receiver has charged

as will be seen by the bill & o/c on all receipts; and in view of the fact that there has been extraordinary trouble and expense entailed upon him and the assets fall so far short of the expectations of all. he deemed the charge reasonable and hardly enough to compensate him for his trouble & he hopes the Court will allow the same, as he is sure no creditor will object. All of which is respectfully submitted

A. C. Withers
Receiver

March 20th 1882.

Harment & Co.
ads.

Peoples Bank
New York

Report of
A. C. Withers
Receiver

1882. March 20th.
Filed
Ct.

The Peoples Bank of the City of New York

vs.

In Chancery.

C. F. Norment and others.

This cause came on this day to be again heard upon the papers formerly read and upon the report of A. C. Withers, late Receiver, heretofore filed, and was argued by counsel.

And it appearing to the Court that the matters in controversy between the plaintiffs and defendants in this cause have been satisfactorily compromised and settled, by consent of parties and their respective counsel, the Court doth adjudge, order and decree that this cause, as to ~~the~~ said matters in controversy between said plaintiffs and defendants be dismissed, each party paying his or their own costs respectively, and that the stipulations and bonds entered into by them ~~respectively~~ in this cause be cancelled and annulled.

But it further appearing to the Court that the matters in controversy arising under the petition of Mrs. Virginia F. Hughtett, and the answer of R. C. Barclay, heretofore filed in this cause, and the claim of The Commercial Bank of Suffolk, Virginia, as between them are undetermined, it is ordered that this cause be retained on the docket as to the said Virginia F. Hughtett, R. C. Barclay and The Commercial Bank of Suffolk, Virginia, for further proceedings to be had herein as to the ^{said} matters in controversy between them.

And it further appearing to the Court that the sum of Sixteen hundred and two (\$1602.⁰⁰) dollars, part of the sum of Twenty-two hundred and twenty-eight ¹⁰⁰/₁₀₀ (\$2228.⁰⁰) dollars, on deposit at The Marine Bank of Norfolk, Virginia, to the credit of this cause, as appears by the said Report of said late Receiver, is properly due and payable to the said The Commercial Bank of Suffolk, Virginia, and that there is no adverse claim thereon, ^{except as herein stated} the Court doth adjudge, order and decree that the said sum of Sixteen hundred ^{except the sum of \$50.⁰⁰ with the accrued interest thereon} and two (\$1602.) dollars, be paid by the said The Marine Bank of Norfolk, Virginia, to the said The Commercial Bank of Suffolk, Virginia, or to Wilbur J. Kilby, its Attorney, who is hereby authorized to draw his Check upon the said Marine Bank for the same, and to give a proper discharge and receipt therefor: the said sum of \$50.⁰⁰ being hereby retained on deposit at said Marine Bank to ~~meet~~ meet such claim thereupon as may be established in this cause in favor of Wm H. Jones

The Peoples Bank of the
City of New York

vs. } Decree
 } dismissing &c.

C. F. Normant & others.

we consent to the
entry of this decree.

White & Garnett,
counsel for plaintiffs.
To be entered

Levi V. Blow,

enter do. no. 1 of 664

Copied

To be entered: 15th April

April 15th
1884.

The Peoples Bank of New York

C. F. Sormant and others.

This cause came on this day to be further heard upon the papers formerly read, the report of A. C. Withers Receiver dated and filed the 20. day of March 1882 showing that he has sold all the ~~wood~~ ^{in controversy in this cause} property and deposited the balance of ~~\$2228.70~~ the proceeds thereof amounting to \$2228.70 in the Marine Bank of Norfolk, ~~to which~~ to which report no exceptions have been taken and was argued by counsel. -

On consideration whereof the Court doth adjudge order and decree that the said report be in all respects ratified, approved and confirmed, ^{M. J. Withers Atty. of} and A. C. Withers Receiver is hereby authorised to withdraw from the Marine Bank of Norfolk the sum of \$66.38 the balance of commissions due him as Receiver in this cause as shown by his said report. -

The Peoples Bank of N.Y.

v $\frac{3}{3}$ Treas

C. F. Norment T.

12 Octo.
Enter ~~44~~ 1883.

Geo. B. Blow,

Co. Secy

we consent.

White Garnett. J. G.
Wilbur J. Kilby atty. for
Commercial Bank

Entered 873 No 1 Page 634

The People's Bank of New York &c

vs

C. F. Norment et al

In Chancery

This cause came on this day to be again heard upon the papers formerly read and was argued by counsel on consideration whereof it appearing by reason of an agreement filed in the papers of this cause by the parties thereto, providing for the reference of the claims of Virginia F. Hughtett to a commissioner to take an account thereof, the court doth adjudge, order and decree that one of the commissioners of this court do ascertain and report the amount of wood cut on the land of Virginia F. Hughtett in the county of Norfolk, known as Mannington, under the contract entered into between the said Virginia F. Hughtett and R. C. Barclay, a copy of which is filed as exhibit 4 with the bill in this cause and what disposition was made of said wood, to ascertain and report the amount of money received by the said Virginia F. Hughtett for said wood and by whom paid, and also to ascertain and report any balance

Bank of New York



no

Noted at act

Decree

16 Oct 1911

To be entered

Geo. B. Snow

11

Copy

Entered O.B. No 1 page 641

that may be due to the said Virginia F. Hightlett by reason of said contract or for wood cut; and said commissioner will report such other matters as he may deem pertinent or that may be required by the parties

The Peoples Bank of the City of New York
at New York

C. F. Hornum, Hornum & Co. L.

My leave of the Court Virginia F. Hughes
has this day filed her petition in this court

The People's Bank of
City of New York
&

Herbert L.

When

To be ruled

Oct 12 1881

Geo. V. Blount
—

Entered O.B. No. 548

In the Circuit Court of the County of Nassau.
The People Bank of the City of New York.

vs

C. F. Norment & others.

By leave of the Court the Defendant R. C. Barclay is allowed to file his answer in this cause, and the same is accordingly filed.

And thereupon the said R. C. Barclay moved to dissolve the injunction formerly issued in this cause, which motion is continued to a future day of this Court.

People's Bank of N.Y.
188
G. F. Hornum & Co.

April Term 1888
To be entered
Geo. B. Hornum

Entered O.B. Hornum
p. 5-21

Peoples Bank of New York

v.

Norment and others.

On the motion of L. J. Norment
and C. W. Dennis leave is given them
to file their answers ^{to the Bill of Peppes} within thirty days
from this date.

Kepler Bank of N.Y.

of

Herrent & others

1881 - Apl. Ten

2 in entire

Geo. B. L. S.

Entered O. B. no 1

p. 5-29

The Peoples Bank of the City of New York Plaintiff
Vs

C. F. Hornum, Hornum & Spafford &
Wilkins, The Commercial Bank of Suffolk
Virginia, R. B. Barclay and A. L. Withers
Trustee

Defendants

Before the Honorable George Blow
Judge of the Circuit Court of Hanover County
In Vacation

On motion of the
Plaintiff, by counsel, and for good cause, shown
a writ of Injunction is awarded the Plaintiff
to enjoin and restrain the Defendant, The Commercial
Bank of Suffolk, Virginia, T. G. Plaw, Cashier, his
or their Agents, and all others concerned, from
proceeding to sell, remove, or in any wise interfere
with the property in the Bill mentioned, as follows:
the certain lot of cut and cord wood in the County
of Hanover, near Purvis' Station in said County
on the south side of the Seaboard & Roanoke Rail
Road, and on the lands of Thomas & Reby the John
Watson land, and others immediately adjoining,
and amounting to Twenty five hundred cords
of wood, more or less, until the further order
of this Court.

And an injunction is further awarded the
said Plaintiff, to enjoin and restrain the defendants
A. L. Withers, Trustee under a Deed in the bill

mentioned dated the 31st day of January 1881.
and R B Barclay, his or their agents, and all others
concerned, from proceeding to sell, remove, or dispose of
or in any wise interfere with the property attached
by the Plaintiff in this cause, to wit: a certain
lot of cut and cord wood on the land known as
"Mannington" in Norfolk County Virginia, and at
the landing on Jenkins Creek known as Proctors
Landing in said County of Norfolk, being about
2000 cords of wood cut by the defendants G T Hornum
or Hornum & Co, their agents or employers, or by
the said R B Barclay, his agents or employers until
the further order of the Court, But the plaintiff is
not to have the benefit of this order until it, the
said Peoples Bank of the City of New York or some
one for the said Plaintiff shall execute a bond in
the penalty of \$1000, before the Clerk of this Court
in his office with surety deemed sufficient
by the said Clerk, conditioned according to law.

And on motion of the Plaintiff by Counsel
and for good cause shewn, it is ordered that A. C.
Withers be and he is hereby appointed Receiver
in this cause - and the said Receiver is hereby
directed to take possession forthwith of all
the property in controversy in this cause,
being the property above mentioned in the
^{foregoing order of expropriation, and described in the}
said plaintiff's bill, together also with any

other estate or assets of the defendants to St
Norment and Norment & Co, in the Counties of
Nansemond or Norfolk, in the State of Virginia
or elsewhere that may come to the hands of
the said Receiver or within his knowledge

But before the said Receiver shall proceed to act
under this order, bond shall be executed by him
or some one for him before the Clerk of this Court
in his office, with surety by him deemed suf-
ficient in the penalty of Three Thousand five
hundred dollars, and conditioned for the faith-
ful performance of his duties as Receiver in this
Cause under this ^{and} any future order or decree that
may be entered herein. And upon the execution
of such bond the said Receiver shall forthwith
proceed to collect to collect the said property
and so provide for its sale or shipment to
market as well in his judgment be most
likely to realize its fair value, or if deemed
most expedient by the said Receiver, he shall
sell the same either publicly or privately for
the best price obtainable, and the proceeds
of any such shall be deposited by the said
Receiver in the Marine Bank at Norfolk,
Virginia, and held subject to the further
order of this Court

(Signed) Geo Blow

To the Clerk

of said Court of Nansemond County Va

The Peoples Bank of
The City of New York

25 { Copy vacation order
Feb 21st 1881

C. F. Hornum del.

The Bond required of the Plaintiff:
under the within order has been
executed & filed.

Peter B. Prentiss, Clerk.

Executed March
1st, 1881, by serving
a copy on the wife
of R. C. Barclay, at
his residence. Said
R. C. Barclay being
absent from home
Jno. Leamer, shff.

Forfalth due February 21 1881.

A Copy:

Filed

Peter B. Prentiss, Clerk

The Peoples Bank of the City of New York, Plaintiff

(vs.)

C. F. Norment, Norment & Co, Spafford &
Wilkins, The Commercial Bank of Suffolk,
Virginia, R. C. Barclay, and A. C.
Withers, Trustees -

Defendants.

Before the Honorable George Blow,

Judge of the Circuit Court of Nausemond County.

In Vacation.

On motion of the
Plaintiff, by counsel, and for good cause shown,
a writ of Injunction is awarded the plaintiff
to enjoin and restrain the defendant The Commercial
Bank of Suffolk, Virginia, J. G. Elam, Cashier, his
or their Agents and all others concerned, from
proceeding to sell, remove, or in any wise interfere
with the property in the Bill mentioned as follows:
The certain lot of cut and cord wood in the County
of Nausemond, near Furnis' Station in said County
on the South side of the Seaboard & Roanoke
Rail Road and on the lands of Thomas J. Kilby,
the John Walton land and others immediately
adjoining, and amounting to Twenty-five hun-
dred cords of wood, more or less, until the further
order of this Court.

And an injunction is further awarded the
said Plaintiff to enjoin and restrain the defendants
A. C. Withers, Trustee under a deed in the bill

mentioned, dated the 31st day of January, 1881, and R.C. Barclay, his or their agents, and all others concerned, from proceeding to sell, remove, dispose of or in any wise interfere with the property attached by the plaintiff in this cause, to wit: a certain lot of cut and cord wood on the land known as "Mannington" in Norfolk County, Virginia, and at the landing on Julian's Creek, known as Proctor's Landing in said County of Norfolk being about 2000 cords of wood cut by the defendants C.F. Norment or Norment & Co, their agents or employees, or by the said R.C. Barclay, his agents or employees, until the further order of the Court. But the plaintiff is not to have the benefit of this order until it, the said The Peoples Bank of the City of New York or some one for the said Plaintiff shall execute a bond in the penalty of \$1000, before the Clerk of this Court in his office with surety deemed sufficient by the said Clerk, conditioned according to law.

And on motion of the Plaintiff by counsel and for good cause shewn, it is ordered that A.C. Withers be and he is hereby appointed Receiver in this cause, - and the said Receiver is hereby directed to take possession forthwith of all the property in controversy in this cause,

being the property above mentioned in the foregoing order of injunction and described in the said plaintiff's bill, together also with any other estate or assets of the defendants C. F. Norment and Norment & Co, in the Counties of Nansemond or Norfolk, in the State of Virginia, or elsewhere, that may come to the hands of the said Receiver or within his knowledge.

But before the said Receiver shall proceed to act under this order, bond shall be executed by him or some one for him before the Clerk of this Court in his office, with surety by him deemed sufficient in the penalty of Three Thousand five hundred dollars, and conditioned for the faithful performance of his duties as Receiver in this cause under this and any future order or decree that may be entered herein.

And upon the execution of such bond the said Receiver shall forthwith proceed to collect the said property, and so provide for its sale or shipment to market as will in his judgment be most likely to realize its fair value, or if deemed most expedient by the said Receiver he shall sell the same either publicly or privately for the best price obtainable, and the proceeds of any such sale shall be deposited by the said Receiver in the Marine Bank at Norfolk, Virginia, and held subject to the further order of

The Peoples Bank of
The City of New-York

25 { Copy vacation order
Feb: 21st: 1887
C. H. Norment Sec:

The Bond required of the Plain-
tiff, under the within order has
been executed Filed.
Peter B. Peule's. Clerk

On the 25th: day of February, 1887,
I delivered to H. S. Gardner, the
President & to Thomas G. Elum
the Cashier of the Commercial
Bank of Suffolk, Va, and
to A. C. Withers, Trustee, each,
a copy of the within order.

This Court.

(Signed) Geo. Blair.

To the Clerk

Circuit Court of Baltimore

County. W^a.

Suffolk W^a. February 21. 1887.

A Copy:

Filed:

Peter B. Peule's. Clerk

The Peoples Bank of the
City of New York.

Plaintiff

vs.

C. F. Normant, Normant & Co.,
Spafford & Wilkins, The
Commercial Bank of Suffolk,
Virginia, R. C. Barclay and
A. C. Withers, Trustees.

Defendants.

Before the Honorable George Blow,
Judge of the Circuit Court of
Nausemound County.

In Vacation:

On motion of the Plaintiff, by counsel,
and for good cause shewn, a writ
of injunction is awarded the plaintiff
to enjoin and restrain the defendant
The Commercial Bank of Suffolk, Virginia,
J. G. Elean, Cashier, his or their agents
and all others concerned, from proceeding
to sell, remove or in any wise interfere
with the property in the Bill mentioned
as follows: The certain lot of cut and
cord wood in the County of Nausemound
near Purvis' Station in said County on the
south side of the Seaboard & Roanoke
Rail Road and on the lands of Thomas
J. Kiely, the John Walton land and others

immediately adjoining, and amounting to Twenty-five hundred cords of wood, more or less, until the further order of this Court.

And an injunction is further awarded the said Plaintiff to enjoin and restrain the defendants A.C. Withers, Trustees under a Deed in the bill mentioned dated the 31st day of January 1881, and R.C. Barclay, ^{his or their agents and all others concerned} from proceeding to sell, remove, dispose of or in any wise interfere with the property attached by the Plaintiff in this cause, to wit: a certain lot of cut and cord wood on the land known as "Mannington" in Norfolk County, Virginia, and at the landing on Julian's Creek, known as Proctor's Landing in said County of Norfolk being about 2000 cords of wood cut by the defendants C.F. Norment or Norment & Co, their agents or employees, or by the said R.C. Barclay, his agents or employees, until the further order of the Court.

But the Plaintiff is not to have the benefit of this order until it, the said The Peoples Bank of the City of New York, or some one for the said Plaintiff shall execute a bond in the penalty of \$1000.- before the Clerk of this Court in his office

with surety deemed sufficient by the said Clerk, conditioned according to law.

And on motion of the Plaintiff, by counsel and for good cause shewn, it is ordered that A. C. Wither, ~~and~~ ~~_____~~ be and he is hereby appointed Receiver in this cause, and the said Receiver is hereby directed to take possession forthwith of all the property in controversy in this cause, being the property above mentioned in the foregoing order of injunction and described in the said plaintiff's bill, together also with any other estate or assets of the defendants C. F. Norment and Norment & Co. in the Counties of Hansemond or Norfolk, in the State of Virginia, or elsewhere that may come to the hands of the said Receiver or within his knowledge.

But before the said Receiver shall proceed to act under this order, bond shall be executed by ^{or some one for him} him, before the Clerk of this Court in his office, with surety by him deemed sufficient, in the penalty of ~~Three~~ thousand five hundred dollars, and conditioned for the faithful performance of his duties

as Receiver in this cause under
this and any future order or decree
that may be entered herein.

And upon the execution of such bond
the said Receiver shall forthwith proceed
to collect the said property, and so
provide for its sale or shipment to
market as will in his judgment be
most likely to realize its fair value, -
or if deemed most expedient by the said
Receiver, he shall sell the same
either publicly or privately ^{for the best price obtainable,} - and the
proceeds of any such sale shall be
deposited by the said Receiver, in
the ~~Exchange~~ ^{Marine} National Bank at Norfolk
Virginia, and held subject to the further
order of this Court.

To the Clerk
Circuit Court of Chancery
County. Va.

Geo. W. Bond.

Norfolk Virginia

February 21

1881.

The Peoples Bank of the
City of New-York
{ vacation order & this
Court, 21st Feb. 1881
C. F. Warrum, Warrant of
Sale

21st

Know all Men by these Presents, That

The Peoples Bank of the City of New York, a Corporation created & organized under the laws of the State of New York and doing business as a bank of discount & deposit in the City County & State of New York, has

hereby made, constituted and appointed, and by these presents does make, constitute and appoint Casenove G. Lee, Esquire, of Washington, D. C., its true and lawful attorney for said Bank and in its name, place and stead to commence and prosecute any and all actions, attachments, proceedings or other proceedings in the Courts of Virginia, Maryland or the United States, which may be necessary or proper in the judgment of the said attorney for the purpose of recovering any and all sums now due or which hereafter may become due to the said Peoples Bank from certain parties doing business as dealers in wood at Suffolk Hansewood Quay Virginia under the firm name of Normel & Co., or from Samuel Normel, or Charles F. Normel, or either or both of them; and to make such persons or corporations parties to said actions or proceedings as shall seem best to said attorney; and to retain counsel therefor; and to execute, sign, seal, acknowledge and deliver any and all bonds and undertakings or attachments or for costs, whether to the defendants in said actions or proceedings or to the States of Virginia or Maryland or the United States, or to the Clerk of any Court, or otherwise, as may be necessary or proper, or required by the law or practice of said States or of the United States, or in the opinion of the said attorney in order effectively to commence, prosecute, or perfect the said actions or proceedings or either of them, the penalty of said bonds & undertakings to be in such amount, as shall seem best to said attorney, giving and granting unto the said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes, as the said Bank might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that the said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In Witness whereof, the proper officers of said Bank have hereunto set their hands and seal the fourth day of February in the year one thousand eight hundred and eighty **eight**.

Sealed and delivered in the presence of "Lee" written over envelope in 7th line; and the words "proper officers of said Bank", the words "affixed the" and the words "of said Bank" in the attesting clause, interpreted all before mentioned - Charles F. Hunter

State of New-York,
COUNTY OF

ss. Be it known, That on the
of in the year one thousand
and before me

and acknowledged the above Letter of Attorney to be act and deed.

In Testimony whereof, I have hereunto subscribed my name the day and year last above written.

STATE, CITY & COUNTY } ss.
OF NEW YORK.

Be it remembered, that on this 14th day of February A. D. 1881, before me, Charles Nettleton, a Commissioner of the State of Virginia for the State of New York, residing in said City of New York, personally appeared Charles H. Hunter, the President of the Peoples Bank of the City of New York, being by me duly sworn that he resided in said City of New York, that he was the President of the said Bank, that he knows the Corporate Seal of said Bank, that he signed the foregoing Instrument in such Corporate Seal, and that he signed his name thereto by the like order as the President of said Bank, and he further declared to me, that he was duly authorized by said Bank to execute the foregoing Instrument, and at the same time acknowledged the execution of said Instrument to be the act and deed of said Bank. In witness whereof I have hereunto set my hand and

affixed my Official seal this 14th day of February A. D. 1881.

Charles Nettleton

Commissioner for Virginia in New York.
117 Broadway, N. Y. City,



STATE, CITY & COUNTY } ss.
OF NEW YORK.

Be it remembered, that on this 14th day of February A. D. 1881, before me, Charles Nettleton, a Notary Public of the State of New York for the State of New York, residing in said City of New York, personally appeared Charles H. Hunter, the President of the Peoples Bank of the City of New York, being by me duly sworn that he resided in New York City, N. Y., that he was the President of said Bank, that he knows the Corporate Seal of said Bank, that he signed the foregoing Instrument in such Corporate Seal, and that he signed his name thereto by the like order as the President of said Bank, and he further declared to me, that he was duly authorized by said Bank to execute the foregoing Instrument, and at the same time acknowledged the execution of said Instrument to be the act and deed of said Bank. In witness whereof I have hereunto set my hand and af-

fixed my Official seal this 14th day of February A. D. 1881.

Charles Nettleton

Notary Public for New York. State of New York.

117 Broadway, N. Y. City.



Washington D.C.

February 19. 1881

I know all men by these presents that I Casenove G. Lee hereby substitute Theodore S. Garnett Jr. of Norfolk Va as my attorney as well as the attorney of the Peoples Bank of the City of New York with all the power and authority given in and by this instrument.

Witness my hand and seal this 19 Feb 1881

Casenove G. Lee



In presence of
Frank W. Hackett,

Personally appearing the above named Casenove G. Lee and acknowledged the above ^{instrument by him signed} ~~substitution~~ to be his free act and deed this 19th February 1881 at Washington, D.C.

District of Columbia }
Washington city }

R. J. Meigs
Clerk Sup. Ct. D.C.
By R. J. Meigs
Asst. Clerk.

The Peoples Bank
of the City of New York

TO

Casnovre G. Lee -

POWER OF ATTORNEY.

Dated FEB 4, 1881.

Know all men by these Presents, that We, The Peoples
Bank of The City of New York, and William H. White and
Theodore S. Garnett, Jr. Law Partners, doing business under
the firm and style of White & Garnett, are held and firmly
bound unto C. F. Norment, Norment & Co. Spafford & Watkins,
The Commercial Bank of Suffolk, Virginia, R. C. Barclay
and A. C. Withers, Trustee, in the sum of One thousand
dollars, to the payment whereof well and truly to be made to the
said C. F. Norment, Norment & Co. Spafford & Watkins, The Commercial
Bank of Suffolk, Virginia, R. C. Barclay and A. C. Withers, Trustee,
we bind ourselves and each of us, our heirs, executors, adminis-
trators and assigns, jointly and severally, firmly by these presents.
Sealed with our seals and dated this 25th day of February, A.D. 1881
and in the 105th year of The Commonwealth of Virginia. And
we hereby waive our Homestead Exemption, as to this obligation.
The Condition of the Above Obligation is Such, that whereas
The Peoples Bank of The City of New York, Plaintiff in its
suit in Equity against C. F. Norment, Norment and Co.,
Spafford & Watkins, The Commercial Bank of Suffolk,
Virginia, R. C. Barclay and A. C. Withers, Trustee, Defendants,
pending in The Circuit Court of Hanseman County, Virginia, obtained
from The Honorable George Blow, Judge of the said Court,
in Vacation, to wit: on the 21st day of February 1881, an order
to enjoin and restrain The Defendant, The Commercial Bank of
Suffolk, Virginia, J. G. Elam, Cashier, his or their agents, and
all others concerned from proceeding to sell, remove or in
any wise interfere with the property in the Bill mentioned
as follows: The Certain lot of Cut and Cord wood in the County
of Hanseman, near Purvis Station in said County, on the South Side
of the Seaboard & Roanoke Rail Road, and on the lands of Thomas
Kelly, The John Walton land and others immediately adjoining,
and amounting to Twenty-five hundred Cords of wood, more or less,

1 until the further order of said Court. And further to enjoin and restrain
2 the Defendants, A. C. Withers, Trustee, under a deed in the bill men-
3 tioned, dated the 31st day of January, 1881, and R. C. Barclay, his or
4 their Agents and all others concerned, from proceeding to sell, remove,
5 dispose of or in any wise interfere with the property attached by the
6 Plaintiff in said Cause, to wit: a certain lot of cut and cord wood
7 on the land known as "Mannington", in Norfolk County,
8 Virginia, and at the Landing on Julian's Creek, known as
9 Proctor's Landing, in said County of Norfolk, being about
10 2000 cords of wood cut by the Defendants, C. F. Norment
11 or Norment Co. their Agents or employees, or by the
12 said R. C. Barclay, his Agents or employees, until the
13 further order of said Court.

14 And Whereas it is provided by the said order, that the Plain-
15 tiff is not to have the benefit, until it, The said Peoples
16 Bank of the City of New York (the said Plaintiff) or some one for the
17 said Plaintiff, shall execute a Bond in the penalty of \$1000,
18 before the Clerk of the said Court in his Office, with surety deemed
19 sufficient by the said Clerk, conditioned according to law:

20 Now Therefore, if the said Peoples Bank of the City of New
21 York shall pay all costs as may be awarded against it
22 and all damages which may be incurred, in case the
23 said injunction be dissolved, then this obligation to be
24 void, otherwise to remain in full force and virtue.

25 Witnesses

26 Peter B. Prentiss, Clerk

27 The Peoples Bank of the City of New York

By Theodore S. Garnett, Jr. (Seal)

28 Attorney in fact for said Bank

29 White & Garnett

30 by Theodore S. Garnett, Jr. (Seal)

31 a member of said firm.

The Peoples Bank of the City
of New York.
Injunction Bond
Normant Lali

July 25th. 1881 Executed Filed
atk.

Original

This agreement made and entered into this day Fe'ry 3rd 1880 between Mrs V. F. Houghlett of the county of Norfolk State of Va. of the first part, and R. C. Barclay, of said county and State of the second part, witnesseth that the said V. F. Houghlett do sell unto the said R. C. Barclay (2000) Two thousand cords of Pine wood on the stump, for the sum of .50[¢] per cord upon the following terms to wit:

Three Hundred and Thirty three ³³/₁₀₀ Dollars to be paid in cash, upon signing and sealing these presents, and the balance of money to be paid, when the wood is on the landing and has been satisfactory measured to all parties. The said R. C. Barclay obligates to cut the wood clean and not to pick or cull any that is clear of knots above six inches in diameter that will split, the wood is to be 4 ft. 4 in - long, and not to exceed 128 Cubic feet per cord, and the said R. C. Barclay further agrees, that the said V. F. Houghlett shall have the privilege of the track or road to convey the refuse wood to the landing.

without compensation provided
that it does not interfere or impede
the said D. C. Barclay.

Witnessed this day
July 3rd 1880. —
(Ray B. Edwards)
(C. H. Dickson Jr.)

Virginia F. Thayer
P. C. Barclay

Received from D. C. Barclay
the sum of Three Hundred Dollars of
\$300.00 #

Virginia F. Thayer

Virginia F. Thayer
P. C. Barclay

To the Hon. George Blow - Judge &c.

The Petitioner of Virginia F. Hughlett,
of Norfolk County, Virginia, by John F. Stewart,
her attorney in fact, respectfully represents:

1. The Petitioner has read the Bill of The
Peoples Bank of the City of New York, plaintiff,
against C. F. Norment, Norment & Co. and others,
defendants, recently filed in the Circuit Court of
Hansewood County, Virginia, and especially the
paper filed with said Bill marked Exhibit
No. 4, and she says that she is the party
named in the original of said paper Exhibit
No. 4, and is the holder thereof.

2. That the petitioner has received from R. C.
Barclay, the other party named in that agree-
ment, the sum of Three hundred and thirty
three $33\frac{1}{3}$ dollars in money, being payment
for $666\frac{2}{3}$ cords of the wood mentioned in
said agreement, according to the terms thereof.

3. That the said R. C. Barclay has had
from your petitioners lands in Norfolk County
a large quantity of wood in excess of the
said $666\frac{2}{3}$ cords and has shipped the same
out of this State, for which said excess,
amounting as your petitioner believes to
more than 100 cords of wood, the said
Barclay has not paid your petitioners
anything. Your petitioner is advised

that the wood cut by said Barclay and now remaining on the lands known as "Mannington" in Norfolk County, is the subject of controversy in the abovementioned suit, the same having been sold by the said Barclay to Norment & Co. subsequent to the making of the agreement Exhibit No. 4. - But before making any disposition of the said property, or of the proceeds of any sale thereof under any order of the Court, your petitioner is entitled to have paid to her the sum of 50 cents per cord for each and every cord of the wood so shipped or cut from the said lands, - and your petitioner here prays that an account may be had and taken of her said claim before a Commissioner of this Court, ascertaining the amount to be paid her for said wood, and that such order may be entered in the said Cause as may fully protect the rights and interests of your petitioner in the matter aforesaid.

Your petitioner therefore prays to be admitted a party plaintiff in the said suit and allowed to prosecute her rights in this behalf.

And she will ever pray, &c. -

Virginia F. Nugent
By John F. Smith her
Attorney in fact

The Peoples Bank of the City of New York

vs.

C. F. Normant, Normant & Co, Et al:

In the above entitled cause the following named parties, by their several attorneys, undersigned - namely, The People's Bank of the City of New York, by White & Garnett, their attorneys, C. F. Normant and Normant & Co. by Withers & Prentiss, attorneys, and R. C. Barclay by Walke & Old, attorneys, hereby agree that upon the filing of the foregoing petition of Mrs. Virginia F. Hughlett, an order shall be entered by consent of the undersigned providing for the reference of her claim to a Commissioner to take an account thereof and that in such order the undersigned will consent to the payment of whatsoever amount may be found to be due to her for wood cut from the "Mannington" lands, both that already shipped from Proctors landing and whatever may be hereafter removed from said lands out of the proceeds of sales of wood to be sold therefrom.

White & Garnett, Attorneys.
Withers & Prentiss. "

Feb 28th
1887.

W. Pepler Bank &
Est of New York
V 3

Donated

Petition of
V. F. H. Hughes

For Petition

C. F. Normant and Samuel Normant, merchants and partners in trade
under the name and style of Normant & Co. - defendants,
in the Circuit Court of Hanseman County,

State of Virginia, - County of Hanseman, to wit:

This day C. G. Lee Agent for The People's
Plaintiff in a certain writ instituted by them against C. F. Normant, and the said
Bank of New York, personally appeared before me
Peter B. Prentiss, Clerk of the Circuit Court of Han-
seman County, and made oath that the said
C. F. Normant, and C. F. Normant and Samuel Normant
merchants and partners in trade under the name and style of Normant & Co.
are justly indebted to the said The People's Bank of the
City of New York in the sum of Thirty-six hundred and four
 $\frac{75}{100}$ Dollars, now due and payable, evidenced by
four certain notes made by ~~Samuel Normant~~ Normant & Co
as follows: one for the sum of \$800.- due on the
28th day of January, 1881, one for the sum of
\$1000.- due on the 30th day of January, 1881,
one for the sum of \$844. $\frac{75}{100}$, due on the 30th
day of January, 1881,, and one for the sum of
\$960 - , due on the 4th day of February, 1881,
with interest on each of said notes at the rate
of six per centum per annum from the said
several dates of maturity respectively, and
that there is present cause of action therefor, -
that the said Samuel Normant one of the de-
fendants is not a resident of this State and that
he, the affiant believes that he has estate or
debts due him within the said County of Hanseman,
~~within which the said~~, and that he is sued
with C. F. Normant, a defendant residing therein
Subscribed and C. G. Lee, Agent for
The People's Bank of the City
of New York -
(over)

Sworn to before me this
5th day of February, A.D.
1881. —

Peter B. Prentiss. Clerk

The People's Bank of the
City of New York
vs Σ Affidavit
C. F. Norment & Norment *Attys*

July 5th 1881 Made & Filed

The People's Bank of the City
of New York

Plaintiffs

against

C. F. Norment, and the said
C. F. Norment and Samuel Norment
merchants and partners in trade
under the name and style of
Norment & Co.

Defendants.

The plaintiffs direct the Clerk of the Circuit
Court of Hanseman County to issue
attachment under the 3^d Section of Ch. 148.
Code of V^a. 1873, directed to the Sheriff of
Norfolk County to execute, to be levied
on the following property of the defendants.
to wit: a certain lot of cut and cord
wood on the land known as "Mannington"
in Norfolk County, Virginia, and at the
landing on Julian's Creek near "Mannington"
being about 2000 cords of wood cut by
C. F. Norment and his agents.

White & Garnett, attys,
Ch. Lee p.p.

Atty's Memo:

The People's Bank of the City
of New York,

Plaintiff,

against

C. F. Norment, and
the said C. F. Norment and
Samuel Norment, merchants
and partners in trade under
the name and style of
Norment & Co.

Defendants

The Clerk of the Circuit Court of
Nansemond County will issue summons
for the Plaintiff against the said C.
F. Norment individually, and C. F.
Norment and Samuel Norment, mer-
chants and partners in trade under the
name and style of Norment & Co.
defendants, to answer a bill in
chancery to be filed by the said
Plaintiff against said defendants
at the rules to be holden for said Cir-
cuit Court on the 1st Monday in February
1881.

The plaintiffs direct the Clerk to issue
attachements under the 1st and 3^d sections
of Ch. 148. Code of Virginia, edition 1873,
and to endorse on a summons an order to
the Sheriff of Nansemond County to attach
the following property of the defendants, to wit

a certain lot of cut and cord wood in the County
of Nansemond, near Purvis' Station in said County,
on the South side of the Seaboard and Roanoke
Rail Road, and on the lands of Homer, J. Kilby,
the John Walton land and other, immediately adjoining
and amounting to Twenty-five hundred cords of
wood, more or less.

White & Garnett
Ch. Sec. p. q.

The Plaintiffs further designate the Commercial Bank
of Suffolk, T. G. Elam, Cashier, and having in hand
Estate of or debts due the said defendant C. F.
Stormont, and of Stormont & Co, defendants, and
direct that a copy of the said attachment be
served on the said Bank ~~and~~ and it be
summoned to appear as garnishees.

White & Garnett
Ch. Sec. p. q.

The Peoples' Bank of the
City of New-York
vs { memo: for Process
C. F. Stormont & Garnett & Co.

1881
July: 5th. Came to hand & Com-
plied with.

State of Virginia, - County of Hanseman, to wit:

This day C. G. Lee, Agent for the People's Bank of New York, plaintiff in a suit in equity instituted in the Circuit Court of Hanseman County against C. F. Norment, and the said C. F. Norment and Samuel Norment, merchants and partners in trade under the name and style of Norment & Co, defendants, personally appeared before me, Peter B. Prentis, Clerk of said Court, and made oath that the said defendants are justly indebted to the plaintiff in the sum of Thirty-six hundred and four $7\frac{5}{100}$ dollars, with interest ~~thereon~~ on \$800 - part thereof from the 28th day of January, 1881, till paid, and on \$1000. - other part thereof from the 30th day of January 1881 till paid, and on \$844. $7\frac{5}{100}$ other part thereof from the 30th day of January 1881, till paid, and on \$960. - residue thereof from the 4th day of February, 1881, till paid; - that the plaintiff's claim is believed to be just, that the affiant believes the plaintiff are entitled to and ought to recover of the said defendants the said sum of Thirty-six hundred and four $7\frac{5}{100}$ dollars, ^{principal money} and interest on the several parcels thereof as above stated, at the least, and that the affiant believes that the said C. F. Norment, defendant, is removing or intends to remove his own estate or the proceeds of the sale of his property, or a material part of such estate or proceeds, - out of this State, and is removing or intends to remove the estate

of the defendants Norment & Co, or the proceeds of
sale of the property of the said Norment & Co.
or a material part of such estate or proceeds
out of this state,
so that process of execution on a judgment or
decree obtained in said suit, when it is
obtained, will be unavailing.

Given under my hand this 5th day
of February A.D. 1881.

Subscribed and sworn to }
before me this 5th day of }
February, A.D. 1881. }
Agent for The People's
Bank of the City of New York
Peter B. Prentiss. Clerk

The People's Bank of the
City of New-York
vs { Affidavit
C. F. Norment & Norment & Co.

1881
July: 5th. Made & filed

State of Virginia; County of Hansemond, to wit:

This day J. S. Garnett, Jr. Agent for the People's Bank of the City of New York, Plaintiffs in a suit in equity instituted by them against C. F. Norment, and the said C. F. Norment and Samuel Norment ^{and C. W. Dennis}, merchants and partners in trade under the name and style of Norment & Co., John B. Spafford and Stephen Wilkins, Jr., merchants and partners in trade under the name and style of Spafford & Wilkins, The Commercial Bank of Suffolk. Va. and R. C. Barclay and A. C. Withers, Trustees, defendants, in the Circuit Court of Hansemond County, personally appeared before me, Peter B. Prentiss, Clerk of said Court, and made oath that the said C. F. Norment and Norment & Co., and the said Spafford & Wilkins, defendants, are justly indebted to the plaintiffs in the sum of Thirty six hundred and four ⁷⁵/₁₀₀ dollars, now due and payable, evidenced by four certain notes made and signed by Norment & Co., and endorsed by Spafford & Wilkins, as follows: one for the sum of \$800. due on the 28th day of January 1881, one for the sum of \$1000 - due on the 30th day of January, 1881, one for the sum of \$844. ⁷⁵/₁₀₀ due on the 30th day of January, 1881, and one for the sum of \$960, due on the 4th day of February, 1881, with interest on each of the said notes at the rate of six per cent. per annum till paid from the said several dates of their maturity respectively; that the plaintiffs' said claim is believed to be just, - that he, the affiant, believes

the plaintiffs are entitled to and ought to recover of the said defendants C.F. Normant, Normant & Co, and Spafford & Wilkins, the said sum of Thirty six hundred and four ⁷⁵/₁₀₀ dollars, principal money, and interest on the several parcels thereof evidenced by said notes, as above stated, at the least, and that the affiant believes that the said C.F. Normant is removing or intends to remove his own estate or the proceeds of the sale of his property or a material part of such estate or property out of this State, and that the defendants Normant & Co. are removing or intend to remove their estate or the proceeds of sale of their property, or a material part of such estate or property out of this State, and that the defendants Spafford and Wilkins are removing or intend to remove their estate or the proceeds of sale of their property or a material part of such estate or property out of this State so that process of execution on a judgment or decree in said suit, when it is obtained will be unavailing.

J. I. Garnett, Jr.

Agent for the Plaintiffs

Subscribed and sworn to
before me this 9th day
of February, A.D. 1881.

The Peoples Bank of the City of New York

Peter B. Prentiss, Clerk.

The Peoples' Bank of the
City of New York

or

C. F. Norment,
Norment & Co.,
Spafford & Wilkins
et al.

Affidavit.

1881

Feb: 9th: Made & filed

State of Virginia, - County of Nausemond, to wit:

This day, J. S. Garnett Jr., Agent for the People's Bank of the City of New York, Plaintiffs in a certain suit in equity instituted by them against C. F. Norment and the said C. F. Norment and Samuel Norment and C. W. Dennis merchants and partners, in trade under the name and style of Norment & Co, John B. Spafford and Stephen Wilkins, Jr., merchants and partners, in trade under the name and style of Spafford & Wilkins, The Commercial Bank of Suffolk, Va, and R. C. Barclay and A. C. Withers, Trustees - defendants, in the Circuit Court of Nausemond County, personally appeared before me, Peter B. Puentes, Clerk of said Court, and made oath that the said C. F. Norment and Norment & Co, are justly indebted to the said plaintiffs in the sum of Thirty-six hundred and four ⁷⁵/₁₀₀ dollars, now due and payable, evidenced by four certain notes made and signed by Norment & Co - as follows: One for the sum of \$800. due on the 28th day of January, 1881, one for the sum of \$1000, due on the 30th day of January 1881, one for the sum of \$844.⁷⁵/₁₀₀ due on the 30th day of January, 1881, and one for the sum of \$960, due on the 4th day of February, 1881; with interest on each of said notes at the rate of six percent. per annum till paid from the said several dates of maturity respectively; that there is present cause of action therefor; that the said Samuel

Norment, and the said John B. Spafford and
Stephen Wilkins, Jr., are not residents of
this State, and that he the affiant believes
that the said Samuel Norment ^{has} and the said
Spafford & Wilkins ^{have} and each of them has
estate or debts due them and each of them
within the said County of Vausemand, and
that they are sued with C. F. Norment a
defendant residing in said County.

Theodore S. Garnett, Jr.,
Agent for the Plaintiffs -
The People's Bank of the City of New York

Subscribed and sworn to this
9th. day of February, 1881.
Peter B. Prentiss. Clerk.

The Peoples Bank of
the City of New York

21

C. F. Normant,
Normant & Co.
Spafford & Wilkins &c.

~~~~~  
Affidavit.

~~~~~  
Feb: 9th: ¹⁸⁸¹ Made & Filed

The People's Bank of the
City of New York

vs.

Plaintiffs -
In
Chancery.

C. F. Norment, and the said
C. F. Norment and Samuel
Norment ^{and C. W. Dennis} merchants and partners
in trade under the name and
style of Norment & Co. - John B.
Shafford and Stephen Wilkins, Jr.,
merchants and partners in trade
under the name and style of
Shafford & Wilkins, The
Commercial Bank of Suffolk, Va.,
and R. C. Barclay, and Defendants.
A. C. Withers, Trustee. -

The Clerk of the Circuit Court of Nansemond
County will issue summons for plaintiffs
against the defendants to answer a bill in
Chancery to be filed at Rules to be holden
for said Circuit Court on the first Monday
in March 1881.

The plaintiffs direct the Clerk to issue
attachments under the 1st and 3^d sections of
ch. 148, Code V^a. ed. 1873, and to endorse
on summons an order to the officer executing
the same to attach the following property of the
defendants C. F. Norment and Norment & Co.:
to wit: a certain lot of cut and cord wood
in the County of Nansemond, near Purvis'

Station in said County on the South side of the Seaboard and Roanoke Rail Road, and on the lands of Thomas J. Kilby, the John Walton land and others immediately adjoining, and amounting to Twenty five hundred cords of wood, more or less. —

And the Clerk is further directed to endorse on a summons directed to the Sheriff of Norfolk County, Va., to execute, an order to attach the following property of the defendants C. F. Norment and Norment & Co., to wit: a certain lot of cut and cord wood on the land known as "Maulington" in Norfolk County, Virginia, and at the landing on Julian's Creek, called Proctor's Landing, being about 2000 cords of wood, more or less, cut by C. F. Norment and his agents or employees.

The plaintiffs further designate The Commercial Bank of Suffolk, J. G. Elam, Cashier, and R. C. Barclay, ^{defendants} as having in hand estate of a debt due or to become due to the said C. F. Norment and Norment & Co., and the plaintiffs direct the Clerk to endorse on the summons to them an order to the officer executing the same to attach the debt due or to become due to the said C. F. Norment and Norment & Co. by the said ^{and by the said R. C. Barclay} The Commercial Bank of Suffolk, and also

any other estate of the defendants C. F. Norment and Norment & Co. whether in the hands of either of them or in the hands of any other of the defendants.

White & Garnett, attys.,
C. G. Lee. } for
Plaintiffs.

The People's Bank of
the City of New York

at { atty's' memo:
for
Process

C. J. Norment,
Norment & Co.

Spafford & Wilkins

et al. —

Virginia F. Hugblitt Guardian of Virginia
Trust of the County of Norfolk, State of
Virginia doth constitute and appoint John
F. Stewart of Suffolk, Hanover County,
State aforesaid, my true and lawful attorney
for me and in my name as aforesaid, and to
to my use as aforesaid, to ask, demand, levy &
receive or recover from all tenants or occupiers
of the lands of said Virginia Trust all sums
of money now in arrear for rent or hereafter
to become due for rent, also all moneys due
for timber or wood cut or hereafter to become
due, and on receipt thereof or any part thereof
good and sufficient receipts in my name as
attorney aforesaid to give, and on refusal or
non payment thereof or any part thereof to sue
for or distress for, as he shall be advised. And to
take general management of the estate of said
Virginia Trust for me, and to do and per-
form all acts, matters and things requisite and
necessary in the premises as fully as if I were
present and did the same. And I do here by
ratify and confirm whatever my said attorney
shall lawfully do or cause to be done by virtue
hereof. Witness the following signature and
seal this 26th day of November 1880.

Virginia F. Hugblitt (Seal)

State of Virginia, City of Portsmouth, Town.

I, J. F. Edwards Commissioner in Charge of the Court of Hustings for
the City of Portsmouth do hereby certify that Virginia F. Hugblitt Guardian
of Virginia Trust whose name is signed to the foregoing power of attorney
bearing date on the 26th day of November 1880 has acknowledged the same before
me in the City aforesaid. Given under my hand this 29th day of November 1880.
J. F. Edwards, Clerk.

The Peoples Bank of
the City of New York

vs.

} In Chancery

C. F. Torment et al.

This Cause came on this day to be again heard on the papers formerly read and was argued by counsel.

On consideration whereof it appearing to the Court that the sum of six hundred and nine and $\frac{73}{100}$ dollars on deposit at The Marine Bank of Norfolk, Va. to the credit of this Cause is due and payable to the The Commercial Bank of Suffolk, Virginia, the Court ^{with the consent of parties} doth adjudge, order and decree that the said sum of six hundred and nine and $\frac{73}{100}$ dollars ^{and all interest due thereon from the 10th day of March 1882,} be paid to the said The Commercial Bank of Suffolk, Virginia or to Wilbur J. Kilby its attorney, who is hereby authorised to draw his check upon the said Marine Bank for the same and to give a proper discharge and receipt therefor. And nothing more remaining to be done in this Cause it is

The Peoples Bank of the
City of New York
vs. } In Chy
Mormont & al.

In the Circuit Court
of Nassau County
April 27th 1885
Decree to be entered.

We hereby consent to
this decree.

Walter & Co, for R.C. Buckley
Edwards & Hopper for D^r D. Higley
Decree to be entered Apr 27th
1885 Geo. P. Jones.

Entered 1885 4th 2nd page 22

Copy

ordered that it be removed
from the docket.

In the Circuit Court of Nansemond County:

The Peoples Bank of the City of New York,

vs.

§

C. F. Normant and others.

The separate Answer of R. C. Barclay, one of the above named defendants to the Bill of Complaint exhibited against him and others by the above named Plaintiff, in the above entitled Court:

This Defendant saving and reserving unto himself all benefit or advantage of exception to the said Complainant's said bill, for its many errors both of law and fact, for answer thereto or unto so much and such part thereof as this Defendant is advised it is necessary or proper for him to make answer unto, answering says:

This Defendant knows nothing of the facts stated in the first, and second paragraphs, and therefore cannot deny them, but he does not admit them.

This Defendant does not know whether C. W. Dennis is or is not a partner in Normant & Co., but the other facts stated in the third paragraph of the said Bill, he believes to be true.

This Defendant has been informed that Spofford & Wilkins have failed in business, and he believes it to be true that C. F. Normant and C. W. Dennis are insolvent; and that Samuel Normant, who is a person of means, resides in the City of Washington, D.C. The other facts stated in the fourth paragraph of the said Bill this Defendant

has no knowledge of, and he cannot therefore either admit or deny them.

In regard to the matter set forth in the fifth paragraph of the said Bill touching the Defendant and certain wood on "Mannington", owned or occupied by Mrs. Virginia F. Hughlett, and at ^{Moston's landing on} Julian Creek, the Defendant says:

This Defendant has been informed and believes it to be true that C. F. Normant, for Normant & Co. has made an attempt by a paper writing of which Exhibit No. 3, filed with the Bill is a copy, to convey to A. C. Withers certain wood therein mentioned, but this defendant denies the proper execution of said deed, or that it is valid as a deed of trust or for any other purpose so far as the cordwood upon the land of Mrs. Virginia F. Hughlett, hereinafter mentioned is concerned; or that the said deed was executed on the 31st day of January 1881, or that there is any proof of any such execution, or that the said Normant & Co. had any wood on the land of Mrs. Sarah J. Hughlett to convey.

It is true as stated in the said fifth paragraph that in the early part of the year 1880, first on Feb. 3. 1880, this defendant purchased of Mrs. Virginia F. Hughlett two thousand cords of pine wood on the stump (not from 2000 to 3000 cords), upon the terms mentioned in the

Contract Exhibit 4 filed with the said Bill; but it is not true, as stated in said bill that C. F. Normant bought of the defendant not less than 2000 nor more than 3000 Cords of said wood. It is true that on Jan. 26, 1880, by a letter of that date, of which Exhibit 5 is a copy, the said C. F. Normant proposed to the defendant that he, the defendant would cut and deliver on board of vessel in Elizabeth River near the locks, not less than 2000 nor more than 3000 Cords of Yellow pine Cord wood first growth, to be delivered on board of vessels as he the said Normant should furnish them between the first of September 1880 and the first of April 1881, the said wood to be paid for as delivered (except an advance of \$300 to be deducted from the price of the first 600 cords), according to the terms expressed in said letter, as it was accepted by the defendant.

And afterwards on the 14th Dec. 1880, by an agreement of that date, of which Exhibit No. 6 is a copy, it was further agreed between the parties thereto: that the said C. F. Normant for Normant & Co. should from said date have the privilege to carry from the place where the wood was then cut and penned on the land of Mr. D. F. Hughitt near Deep Creek road in Norfolk County as much of said wood as he could conveniently haul out: the

said hauling and driving on board of vessels
to be paid for by the said R. C. Barclay, as there-
in provided: In other words the said R. C.
Barclay engaged the said Normant for Nor-
ment & Co. to haul out from the woods and
drive on board the vessel as required
by the contract of Jan. 26. 1880, as much
of said wood already cut as the Nor-
ment conveniently could: and the said
C. F. Normant for said Normant & Co. did
haul out about 200 cords under said Con-
tract: but this defendant emphatically de-
nies that the said wood which had been
cut by him on the lands of Mrs. Virginia
F. Hughlett was ever sold or delivered to
the said C. F. Normant, ^{acting} either for himself
or for Normant & Co., or that the said C. F.
Normant for Normant & Co. did actually
advance and pay to this Defendant the
full contract price and more than the
full contract price for the full quantity of
wood, to wit: 3000 cords; or that the said
C. F. Normant for Normant & Co. had so pur-
chased or alligned the said wood and
paid for it.

This defendant does not deny the
obligation on his part to deliver to the said
C. F. Normant for Normant & Co. not
less than \$2000 nor more than 3000 cords

of wood, as provided in the contract between the defendant and said Normant dated Jan. 26. 1880 - and the defendant before the institution of this suit had delivered to the said Normant about 1000 cords of said wood, probably a few cords more or less: and but for the failure of the said Normant & Co. and the injunction in this cause the defendant would have fully complied with his contract with said Normant & Co.: the time for which compliance did not expire until April 1. 1881, so that the defendant can truly say and does say that the injunction in this cause has proved a serious obstruction to this defendant.

This defendant denies that the said wood on the Mannington tract or at Proctor's landing on Julian's Creek was the property of the said C. F. Normant or of Normant & Co. or of any other person than this defendant, and the defendant therefore prays that the injunction and attachment against removing said property may be both dissolved.

This defendant further answering says that he is ready and willing to pay to the said Normant & Co. or into Court, subject to the order, such amount as may be found due upon a full settlement between him and

the said Normant & Co.; that there ^{were} ~~are~~ many transactions during the year between the defendant and the said Normant & Co., and upon a full and true settlement the defendant is not much if any indebted to the said Normant & Co. and the defendant is willing that said accounts should be referred to a Commissioner of this Court.

The defendant therefore prays that the injunction in this cause against the said wood on Mrs. Virginia F. Hughlett's land or at Proctor's landing may be dissolved, and that any attachment against said wood may be dismissed: and that he may be dismissed with his reasonable costs, having fully answered &c.

R. C. Barclay

City of Norfolk, Va.:

This day personally appeared before me, Wm. W. Oed, a Notary Public for the City of Norfolk in the State of Virginia, R. C. Barclay, whose name is signed to the answer above, and made oath: that the facts therein stated are true to the best of his knowledge, information and belief.

Given under my hand this 9th day of April, 1881.

Wm. W. Oed.

Notary Public.

People's Bank of the
City of New York

" 5

Normant to the

Answer of R. C.

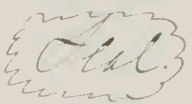
Barclay.

Articles of agreement entered into this 14th
day of December A. D., 1880 between G. H.
Storment for Storment and Company of the
one part and R. C. Barclay of the other part.
Witnesseth that the said parties of the above parts
have this day agreed each with the other in full that
the said G. H. Storment for Storment and
Company is given this day to have the privilege
to carry from the place where the wood is now
cut and felled on the land of Mrs. Virginia E.
Huggett near Deep Creek road in Stafford County
in Deep Creek Magistral District the said wood.
That is to say as much of said wood as he can
conveniently haul out, the wood to be hauled
clean where hauled from but said Storment does
not engage or obligate to haul all the wood that
may have been cut on said land, but only as
much of said wood as he shall find it conven-
ient to haul in the exercise of due diligence. The
wood is to be delivered on vessels and the said
Storment is to have the privilege of hauling the
said wood over the Logie track now laid from
the Porter Landing to and in the said woods.
The said Storment Contracts for himself and
Storment and Company that he will pay for
the cartage of all wood hauled out, and that
he will pay for the delivery of the same on board
of vessels to be carried away and the expenses
incident to getting it on board of vessels from

the said land as follows: to wit, to Wm Virginia
Houghlett, or his agent, the sum of fifty
cents per cord to be paid for the wood as
measured on said landing. Also any excess
over and above one dollar per cord for trans-
portation from woods or land to and on board
of vessels to be paid by said Armment and not
to be charged to said Barclay. The main track
is to be kept in repair by the parties of the
first and second part and to be used for
their mutual benefit and convenience;
and that the said Armment is to have
the use of the two lighters for loading the
vessels. If the said Armment should send
or furnish any lighters in addition to the
said two lighters aforesaid the said Barclay
is to have the use of the same mutually
with the said Armment. The cars now
used on the said track belonging to Barclay
and Dixon may be used also by the said
Arment who shall bear also his propor-
-tion of expense for keeping the same in
repair; and if any more cars should be
furnished by either party the other is to
have use of same with the other, but
title i. e. either case, as to track or cars, to con-
-tinue in the present owners thereof.
It is distinctly agreed between the parties

Agree that the said Stormont is to allow
to said Barclay the sum of two dollars
and fifty-three cents per cord, and the said
Barclay to be charged with the said one
dollar and fifty cents per cord for all wood
hauling as aforesaid; and any balance
which may be shown to be due to said
Barclay after the transaction is over and
completed to be paid to said Barclay.

Witness the following signatures and seals

G. H. Stormont 
for Stormont & Co.

R. C. Barclay 

Exhibit No. 6

Suffolk Va Jan. 26th 1880.
R. C. Barclay Esq.
Dear Sir -

Mr. Dennis and myself were at your place on Friday last and not finding you home proceeded to the house of Mrs. Hewlett whom we found at home but unwilling to make any positive bargain in reference to Cord Wood on her land, without your presence. I presume from what she said that wishes to deal only through you. I suppose from what our Mr. Dennis says that you and he have talked sufficient the "ins and outs" of the whole business. Now if you are willing to contract with me on the following conditions I will prepare to make the necessary arrangements, viz. - That you will cut and deliver on board vessels in Elizabeth river near the Locks not less than (2000) Two Thousand, and not more than (3000) Three Thousand cords of Yellow Pine Cord wood, first growth, saved at both ends, 4 feet, 4 inches in length, split large and free from rough knots or doty wood. It being understood that you are to load the vessels at a depth of 13 ft. and not exceeding

down to 7 feet. That the above
wood is to be delivered on board of vessels
as I (Stormont) shall furnish them
between the 1st of Sept. 1880 and the 1st of
April 1881. That you are to load the
vessels if not exceeding 225 cords
within 5 week days (in less time if
possible). That I am to be put to no
other inconvenience or advance than
those enclosed in the following.
That for the above quantity of wood
if of the quality above described, delivered
on board of vessels as above I will pay
you at the rate of Two Dollars and
fifty three cents per cord as delivered.
That I will advance on the above
Three Hundred Dollars in cash to be
deducted from first six hundred cords
shipped, or at the rate of 57¢ per cord.
That I will advance at the end of
every 30 days from the time the cutting
commences until the above quantity is
exhausted at the rate of sixty cents per
cord for quantity cut at the end of each
30 days. That the wood will be measured
on or near the bank of Julian's Creek.
That a cord of wood shall consist of
4 feet, 4 inches in height and 8 ft. long,

4 feet 4 inches in long compactly corded.
The amount to be paid for wood I
have left blank which you and Mr.
D. - if you contract, can fill. If you do
anything it is time to commence.
Not knowing me personally I refer
you to Farmer's Bank of Stanwood,
"Commercial Bank of Suffolk", or Central
National Bank of Washington City, D. C.
any of above places can give you information
regarding my reliability.

Hoping soon to hear from you and
leaving everything else in the hands
of Mr. Dennis - I am

Yours truly
C. F. Stoddard.
* R. C. Barclay.

Witness this day
Jan. 26th 1888 to
C. F. Stoddard's signature
Chas. M. Dennis
* Geo. W. Dickson.

Thomas F. Hazlett
Guardian of
No. 5. Hazard

Exhibit No. 5.

Duplicate.

\$333 ³³/₁₀₀ paid

This agreement made and entered into this
day February 3^d 1880 - between V. H.
Houghlett of the County of Norfolk State of
Va. of the first part, and R. C. Barclay
of said county and State of the second
part, witnesseth that the said V. H. Houghlett
do sell unto the said R. C. Barclay
2000 Two Thousand cords of Pine wood
on the stump for the sum of 50[¢] per
cord upon the following terms; to wit,
Three Hundred and thirty-three ³³/₁₀₀ Dollars
to be paid in cash upon signing and
sealing these presents and the balance
of money to be paid when the wood is
on the landing and has been satis-
factorily measured to all parties.

The said R. C. Barclay obligates to cut
the wood clean and not to pick or cull any
that is clear of knots above six inches in
diameter that will split, the wood is
to be 4 ft. 4 inches long and not to exceed
128 cubic feet per cord; and the said R.
C. Barclay further agrees that the said
V. H. Houghlett shall have the privilege
of the track or road to convey the refuse
wood to the landing, without compensation,
provided that it does not interfere or
impede the said R. C. Barclay.

Witness this day Feb'y. 3^d 1880
LeRoy B. Edwards } Virginia F. Houghlett.
Geo. W. Dickson Jr. } R. C. Barclay.

Received Feb'y. 3^d 1880 from R. C. Barclay
the sum of Three Hundred Dollars on a/c.
\$300.00. Virginia F. Houghlett.

Exhibit No. 4

This Deed made this 31 day of January A.D. 1881. between C. F. Norment and C. W. Dennis partners and dealers in cordwood under the style of Norment & Co. of the one part, and A. C. Withers (Trustee) of the other part, all of the County of Nausemond in the State of Virginia, Witnesseth that the said Norment & Co. do by these presents sell, transfer, assign and convey unto the said A. C. Withers, (Trustee) the following personal property, to wit: all the cord wood of every sort and description belonging to the said Norment & Co. in the County of Norfolk in the State of Virginia at present lying on the Seaboard & Roanoke Rail Road and upon the land of Mrs. Sarah J. Hewlett, estimated at 1800 cords -

In Trust to secure the payment of the five Drafts hereinafter described drawn by C. F. Norment or Norment & Co. upon Messrs. Spafford & Wilkins of the City of New York, viz: (1) a draft for the sum of \$332.⁵⁰ due February 10. 1881. (2) a draft for the sum of \$575. due February 16. 1881, (3) a draft for the sum of \$367.⁵⁰ due February 25. 1881, (4) a draft for the sum of \$500 due March 17. 1881, and (5) a draft for the sum of \$750, due April 9. 1881.

And the said A. C. Withers, Trustee, is hereby authorized empowered and directed to proceed at once to make sale of the said Cord wood either publicly or privately, or by shipment of the same

to some dealer in the City of New York, or to the Trustee may seem best, and upon such terms, as to the Trustee may seem most advantageous.

And the said A. C. Withers, Trustee, is hereby authorized and empowered to retain and employ a suitable person to superintend the sale and shipment of the said cord wood, and such subordinate agents as may seem necessary in order to carry into effect the intent of this deed.

And out of the proceeds of such sale after having first paid the fees for drawing and recording this deed (if then unpaid) and the expenses of executing this trust, including a commission of five per centum to the Trustee on the gross proceeds of sale, shall pay off and discharge the said five draft, hereinbefore described pro rata, and the balance of the said fund if any shall be paid to the said Norment & Co. or their assigns. —

Witness the following signature and seal.

(sd)

Norment & Co.



per C. F. Norment.

Acknowledged before Robt. R. Prentiss, Comm.
in Chancery, for the Circuit Ct. of Nausemond Co. Va.
in the County of Nausemond - ~~January~~ December 31, 1881 -
and Certified by him as of December 31, 1881.

a. follows.

Certificate of ackd^y!

State of Virginia

County of Hanseward, to wit:

I, Robt R Prentiss, a Commissioner in
Chancery for the Circuit Court of Hanseward County
do hereby certify that C. F. Norment of the firm
of Norment & Co. whose name is signed to the
writing above bearing date the 31 day of
January 1881 has acknowledged the same
before me in the County aforesaid.

Given under my hand this 31 day of
December 1881.

Robt. R. Prentiss.

Comm^r in Chancery.

Exhibit No. 3

Know all men by these presents, that I C. I. Hams-
cut, merchant & partner trading under the name
& style of Norment & Company of the Town of Suffolk
County of Nansemond & State of Virginia, for
and in consideration of the sum of Two thou-
sand and Eight Hundred Dollars (\$2800) to me
in hand paid, the receipt of which is hereby
acknowledged at & before the sealing and
delivery of these presents, have bargained,
sold, granted & confirmed & by these presents
do bargain, sell, grant & confirm to Thomas
G. Elam Cashier of the Commercial Bank
of Suffolk, a certain lot of cut and cord
wood in the County of Nansemond near Purvis
Station in the said County, on the South side
of the Sea Board & Roanoke Rail Road, & on
the lands of Thomas J. Kilby, the John Walton
land & others immediately adjoining, and
amounting to 2500 Cords. be the same more
or less, to have & to hold the said wood to the
only proper use & behoof of the said Thomas
G. Elam Cashier & his executors adminis-
trators & assigns, forever, The said Norment & Company
do hereby certify our Executors & administrators the said 2500
Cords of wood as aforesaid to the said Thomas
G. Elam Cashier & his executors adminis-
trators & assigns against as the said Norment &
our Executors administrators & assigns, against
all & every other person or persons whatsoever

shall & well former warrant & defended
by these presents in witness whereof we
have hereunto set our hands and affixed
our seals, this the 26th day of Jan'y 1881.
sealed and the property { Norment & Co
delivered in the presence }
of Charles W Dennis }

State of Virginia }
Nansunond Co } To wit:

This day personally appeared before me
A. C. Withers Notary Public in and for the
County aforesaid C. F. Norment one of the
partners in C. F. Norment & Co the person
whose name is signed to the writing
above, bearing date on the 26th Jan'y 1881.
and acknowledged the same before me
in my County aforesaid.

Given under my hand this 26th Jan'y 1881.

A. C. Withers

N. Public

In the Clerk's Office of Nansunond County
Court, the 27th day of January 1881

This Bill of Sale was received, and with
the Certificate annexed admitted to record

Teste

Peter B. Prentiss Clerk

a Copy Teste:

Peter B. Prentiss. Clerk

Norment Hg.

xm.2

To { Copy Bill of Sale
Hos. G. Elam, Cashr of the
Comm Bank of Suffolk, Va

Exhibit No. 2

Exhibit No. 1.

Notes signed by Norment & Co., and
1881. endorsed by Spafford & Wilkins.

Jan	28	Note due this day	\$800
	30	" " " "	1000
	"	" " " "	844 75
Feb	4	" " " "	960
	9	" " " "	844
	15	" " " "	860
	21	" " " "	1200
	26	" " " "	1106
Mar	2	" " " "	762
	6	" " " "	825
	11	" " " "	1200
	15	" " " "	763
	16	" " " "	1125
	23	" " " "	1130
	26	" " " "	1000
Apr	11	" " " "	700
	13	" " " "	920
	18	" " " "	750
	"	" " " "	840 25
			\$17630 00

The People's Bank of
the
City of New York

vs

C. F. Norment, Norment
& Co. et al.

Exhibit
No. 1.

To the Honorable

George Blow. Judge of the Circuit
Court of the County of Nassau and

Hereby Come appearing Shown
unto your Honor: The Peoples Bank of the
City of New York, Plaintiff the following Case.

1. That the Plaintiff is a Banking
Corporation - duly incorporated and existing
under and by virtue of the laws of the
State of New York - Carrying on the business
of banking as a Bank of discount and
deposit in the City of New York under the
Corporate name of the Peoples Bank
of the City of New York.

2. That the Plaintiff is the owner and
holder for value of certain negotiable notes
payable at the said Peoples Bank
made and signed by Norment & Co a
firm hereinafter mentioned doing business
chiefly in the County of Nassau in the
State of Virginia, and endorsed by Spafford
& Wilkins, a firm hereinafter mentioned
doing business in the City and State of
New York. A Schedule of the said notes
showing the dates amounts and maturity
of each is herewith filed, marked
Exhibit No 1. and prayed to be taken

as part of this Bill and the originals of each of said notes will be produced by the plaintiff and offered in evidence upon the trial of this Cause. From which said schedule and from the said notes themselves now held by the plaintiff it appears that of the whole of said notes nineteen (19) in number, and amounting in the aggregate to the sum of seventeen thousand six hundred and thirty (\$17,630,) dollars, there were due and payable to the plaintiff at the time of the institution of this suit on the 9th day of February 1881, four (4) of said notes to wit: One note for the sum of \$800. due on the 28th day of January 1881.

One note for the sum of \$1000. and one note for the sum of \$844.⁷⁵, both due on the 30th day of January 1881 and One note for the sum of \$960. due on the 4th day of February 1881 amounting together to the sum of Thirty six hundred and four ⁷⁵/₁₀₀ dollars and the said four notes are still due and remain altogether unpaid to the plaintiff and have been duly protested for non payment.

The remainder of said notes, to wit: fifteen (15) thereof full due and become payable as aforesaid at different

dates from the ninth day of February 1881 to the 18th day of April 1881.

3 That as plaintiff is informed and believes, for several years past the said Norment & Co, a firm composed of C. F. Norment and Samuel Norment, merchants and partners doing business chiefly in Nausemond County, and latterly having associated with them one C. W. Dennis who claims to be a partner in certain dealings in Cord Wood of the said Norment & Co. as hereinafter mentioned, have been largely engaged in the business of Cutting and Shipping Cord Wood, the Consignments thereof being made to the firm of Spafford & Wilkins in the City of New York, a firm composed of John B. Spafford and Stephen Wilkins Jr partners in trade under the said firm name having their residence and place of business in said City of New York. The said Samuel Norment is not a resident of the State of Virginia, but resides in the City of Washington D. C. The said C. F. Norment is a resident of the Town of Suffolk, Nausemond County, in the State of Virginia of which State also the said C. W. Dennis is believed to be a resident.

4- That on or about the 25th day of January 1881, the said firm of Spafford

& Wilkins became and were publicly -
announced as insolvent, having failed in
business and suspended payment, and they
are now, and each of them is altogether
insolvent. And the said C. F. Norment and
C. W. Dennis have become and ~~now~~ are
now, and each of them is altogether in-
solvent. That after the announcement
of the failure and insolvency of the said
Spafford & Wilkins and on the several dates
of maturity of the said four notes respective-
ly, hereinbefore mentioned, the Plaintiff de-
manded of the said makers and endorsers
thereof payment of the said notes respectively
but the payment thereof was refused and
the same were duly protested for non payment.
And the Plaintiff further shows that the
the said notes, and all the notes hereinbefore
mentioned, so made by the said Norment &
and endorsed by said Spafford & Wilkins were
and are ^{discounted} ~~discounted~~ by the Plaintiff at its said
Bank in New York, and the proceeds of the
same in money was had, received and
used by the said parties in their mutual
dealings and business, whereof all the said
parties had notice, that the said Samuel
Norment is the father of the said C. F. Nor-
ment, and resides in the City of Washington
D. C. - that he is and at the times herein men-

=Turner was, a person of large means, extensive credit and good financial standing and it was through his means that his said firm of Norment & Co. obtained and enjoyed its credit and standing, and upon the faith and credit of the said Samuel Norment as a partner in said firm, and upon information and belief of this plaintiff derived from the statements and admissions of said Samuel Norment, as well as of said C. F. Norment, conveyed through said Spafford & Wilkins to this plaintiff, that said Samuel Norment was such partner, the said credit was obtained of the plaintiff and the said notes discounted by the Plaintiff as aforesaid.

5. That on or about the 5th day of February 1881, the Plaintiff ascertained the condition of the affairs of the said C. F. Norment and Norment & Co, to be, and states on information and belief that the said affairs were as follows:

On or about the 26th day of January 1881 the said C. F. Norment for Norment & Co, executed and delivered a deed, which was admitted the next day to record in the Clerk's office of Nausemond County Court as a deed of Bargain & Sale, conveying to T. G. Elam Cashier of the Commercial Bank of Suffolk, Virginia, in consideration of a sum of money expressed in said deed as

Twenty-eight hundred (\$2800) dollars, the following property, to wit:

"A certain lot of Cut and Cord wood in the County of Hansemond, near Purvis' Station, in said County, on the South Side of the Seaboard & Roanoke Rail Road, and on the lands of Thomas J. Kiddy, the John Walton land and others immediately adjoining, and amounting to Twenty-five hundred Cords of wood more or less."

And on ~~the same day~~ the 31st day of January 1881, the said C. F. Norment for Norment & Co. executed a paper writing purporting to be a Deed of Trust, conveying to A. C. Withers Trustee, the following property, to wit: "All the Cord wood of every sort and description belonging to the said Norment & Co. in the County of Norfolk in the State of Virginia, at present lying on the Seaboard & Roanoke Rail Road and upon the land of Mrs. Sarah J. Newlett" estimated at 1800 Cords.

Copies of the said papers duly authenticated are herewith filed marked respectively Exhibit No 2 and Exhibit No 3 and prayed to be taken as parts of this Bill.

The plaintiff is informed and advised that the said T. G. Elam, Cashier as aforesaid, claims the said 2500 Cords of Wood, more or less, under the deed to him as aforesaid, as the absolute

property of the said. The Commercial Bank of Suffolk; and that the said A. C. Withers, Treasurer, under the said deed to him, claims the said 1800 cords of wood as a trust fund for the payment of the five certain drafts mentioned in the said deed to him, as follows =

"five drafts hereinafter described, drawn by C. F. Norment & Norment & Co, upon Mess^{rs}, Spafford & Wilkins of the City of New York viz: (1.) a draft for the sum of \$332 ⁵⁰/₁₀₀ due February 10. 1881. (2) a draft for the sum of \$575. due February 16. 1881 (3) a draft for the sum of \$367 ⁵⁰/₁₀₀ due February 25th. 1881. (4) a draft for the sum of \$500. due March 17. 1881, and (5) a draft for the sum of \$750. due April 9. 1881 "-

But the Plaintiff is informed and believes and so here charges that the said T. G. Elam Cashier, took and received for the said Commercial Bank of Suffolk the said deed from the said C. F. Norment for Norment & Co, only as a security for the actual indebtedness of the said parties to the said Commercial Bank, and that it was so intended at the time by all the parties to the said deed; and though the said deed is absolute on its face, yet the plaintiff charges that the same is in equity, and should be declared a security only for the just debt, if any, of the said parties

to the said Bank upon due and proper proof of the nature and amount of such debt or claim and the plaintiff here prays that the same be so held and declared accordingly and that any and all surplus of value of the property mentioned in said deed, after ascertaining and discharging the just claim of the said Bank should be held and applied to the satisfaction of the plaintiffs' claim.

And the plaintiff further shows, on information and belief and charges that the claim of the said A. C. Withers, Trustee, under the said deed to him is invalid inequitable and void, for the following among other reasons in that the said deed conveys no property of the grantors therein of any kind, as will fully appear upon due proof of the property actually owned by C. F. Norment and Norment & Co., in the said County of Norfolk on said 31st day of January 1881 and the supposed property, purporting to be conveyed by said deed, and upon proof of the errors and misdescriptions in the said deed itself and in the certificate of acknowledgment thereof, upon which the said deed was admitted to record. The Plaintiff on information and belief avers the truth of that matter to be as follows:

In the early part of the Year 1880. one R. C. Barclay of Norfolk County Virginia

purchased from one M^{rs}. Virginia F. Hughlett of said
County a lot of Cord wood from 2000. to 3000. Cords standing
on the lands of M^{rs}. Hughlett, as appears by reference to a
Contract in writing between them dated July 3^d. 1880. Copy
whereof marked Exhibit No 4 is herewith filed - That
about the same time the said C. F. Norment Contracted with
the said R. C. Barclay, by a writing signed by them both to
buy and did actually buy from him not less than 2000.
nor more than 3000. Cords of said wood, and the said wood
was cut from the said lands, And by a further Contract sign-
ed by the said C. F. Norment for Norment & Co and by the said
R. C. Barclay dated the 14th. day of December 1880. the terms of
their first agreement were further detailed and expressed. Copies
of their said Contracts, marked respectively Exhibit F and
Exhibit G. are herewith filed as parts of this Bill. The said
C. F. Norment, for Norment & Co did actually advance and pay
to the said R. C. Barclay the full Contract price, and more than
the full price for the full quantity of wood to wit - three thousand
Cords, so purchased of him as aforesaid, and the said wood is
now lying cut and penned, partly on the land known as "Mar-
rington" in Norfolk County Virginia, and partly at
Proctors Landing on Julians Creek in said County
awaiting shipment to New York.

~~And the said C. F. Norment, for Norment & Co, did actually advance and pay to the said R. C. Barclay the full Contract price, and more than the full price for the full quantity of wood to wit - three thousand Cords, so purchased of him as aforesaid, and the said wood is now lying cut and penned, partly on the land known as "Marrington" in Norfolk County Virginia, and partly at Proctors Landing on Julians Creek in said County awaiting shipment to New York.~~
~~And the said C. F. Norment, for Norment & Co, did actually advance and pay to the said R. C. Barclay the full Contract price, and more than the full price for the full quantity of wood to wit - three thousand Cords, so purchased of him as aforesaid, and the said wood is now lying cut and penned, partly on the land known as "Marrington" in Norfolk County Virginia, and partly at Proctors Landing on Julians Creek in said County awaiting shipment to New York.~~
~~And the said C. F. Norment, for Norment & Co, did actually advance and pay to the said R. C. Barclay the full Contract price, and more than the full price for the full quantity of wood to wit - three thousand Cords, so purchased of him as aforesaid, and the said wood is now lying cut and penned, partly on the land known as "Marrington" in Norfolk County Virginia, and partly at Proctors Landing on Julians Creek in said County awaiting shipment to New York.~~
The descrip-
tion in the said deed to A. C. Withers, Trustee, does
not suffice to convey to him any title whatsoever to the

wood lying on the land known as "Maurington" and at Proctors Landing on Jolicous Creek localities far distant and different from the points named in said deed and so the Plaintiff says that the claim of the said Trustee, thereto is invalid and void both at law and in equity.

6. The plaintiff is informed and believes and thcharges that the said C. F. Norment at the date of the institution of this suit, had made or was making arrangements with parties in New York for shipment of the said wood from Jolicous Creek to New-York and that he is removing or intends to remove the said wood out of this State, so that process of execution on any decree in this suit, when it is obtained will be unavailing. That the said Samuel Norment is not a resident of this State and as a member of the firm of Norment & Co has estate in the said County of Nansemond, wherein this suit is -

And the Plaintiff Charges, and on information and belief alleges that the said R. C. Barclay in whose possession the said wood has been allowed to remain in Norfolk County as aforesaid, is largely indebted to the said C. F. Norment or Norment & Co.

And the Plaintiff avers and claims that the said The Peoples Bank of the City of New-York, is in equity entitled to have and recover of and from the said C. F. Norment and Norment

& Co, the aforesaid sum of Three thousand six hundred and four ⁷⁵/₁₀₀ dollars, evidenced by the four notes aforesaid Composing the said sum, now due and payable with lawful interest thereon from the said several dates of maturity of said notes respectively till paid. - And being advised of the right under the laws of Virginia to attach the property of the said C. F. Norment and Norment & Co the Plaintiff has sued out Attachments in equity according to the Course of proceeding in equity, out of the Clerk's office of this Court and has attached the following property, to wit - a certain lot of Cut and Cord Wood in the County of Nansemond, near Purvis Station in said County on the South Side of the Seaboard & Roanoke Rail Road and on the lands of Thomas J. Kelly, the John Walton land and others immediately adjoining, and amounting to Twenty five hundred Cords, more or less; Also a certain lot of Cut and Cord Wood on the land known as "Mannington" in Norfolk County (Virginia) and at the Landing on Julian's Creek known as Proctors Landing in said County of Norfolk, being about Two hundred Cords of Wood, Cut by C. F. Norment or Norment & Co his or their agents and employees, or by R. C. Barclay - And the Plaintiff has also attached the estate of the said C. F. Norment

and Norment & Co and the debts due or to become due to them or either of them, whether in the hands of, or due or to become due by either the said The Commercial Bank of Suffolk Virginia, or of A. C. Withers, Trustee, or of R. C. Barclay or of any of the defendants, or other person; And the Plaintiff prays that the said estate and debts so attached may be had and applied to the satisfaction of so much of the plaintiff's claim as is now due and payable, and as to the part of the plaintiff's claim which is not yet due and payable the said plaintiff prays for such order as to the Court may seem right and proper.

To the end therefore that justice be done and forasmuch as the Plaintiff is without remedy save in Your Honor's Court of Equity where matters of this sort are alone and properly cognizable, the Plaintiff prays that the said C. F. Norment and C. F. Norment, Samuel Norment and C. W. Dennis, merchants and partners in trade under the name and style of Norment & Co, John B. Spafford and Stephen Wilkins Jr. merchants and partners in trade under the name and style of Spafford and Wilkins. The Commercial Bank of Suffolk Virginia, R. C. Barclay and A. C. Withers, Trustee, may be made parties defendant to this Bill, and required in oath to answer

the several allegations hereof as fully and particularly as though the same were here repeated and they thereto specially interrogated: that all proper accounts may be had and taken, and especially an account of the claim of The Commercial Bank of Suffolk Virginia, against the said C. F. Norment and Norment & co or either of them. that the deed to T. G. Elam, Cashier, as aforesaid, may be declared a security only for such claim as is justly found to be due to said Bank; that account may be had and taken of the debts due and to become due from the said R. B. Barclay to C. F. Norment or Norment & co or either of them; that the claim of the said A. C. Withers, Trustee, to any of the property of the defendants attached by the plaintiff may be adjudged invalid and void for the reasons hereinbefore mentioned, and for other reasons.

And the said Plaintiff further prays that an injunction be granted to enjoin and restrain the said T. G. Elam, Cashier, his agents & employees or the Commercial Bank of Suffolk Virginia from proceeding to sell remove, or in any wise interfere with the certain lot of Cut and Cord Wood in the County of Accomack near Purvis Station in said County on the south side of the seaboard

Roanoke Rail Road and on the lands of Thomas J. Kelly, the John Watten land and others immediately adjoining, and amounting to Twenty five hundred Cords of wood more or less, until the further order of this Court.

And that injunction be granted further to enjoin and restrain the defendant A. C. Withers, Trustee, and R. C. Barclay from proceeding to sell, remove dispose of or in any wise interfere with the property attached by the plaintiff in this Cause, to wit: A certain lot of cut and Cord wood on the land known as "Mannington" in Norfolk County, Virginia and at the Landing on Julian's Creek known as Proctor's Landing, in said County of Norfolk being about 2000. Cords of Wood cut by C. F. Mument or Mument & co, their agents and employees, or by the said R. C. Barclay, his agents or employees, until the further order of the Court.

And the Plaintiff further prays that a Receiver may be appointed in this Cause, whose duty it will be to take possession and Control, under the order and direction of the Court, of all the said property the subject of Controversy herein, that the said Receiver may be directed to proceed forthwith to collect the said Cord wood, both in Nansemond County

and in Norfolk County, Virginia, and make
such disposition thereof, either by public or
private sale or by shipping the same to
market as in the judgment of the Court
may seem best; and that he may be
authorized and empowered to get in and
collect any other estate or assets of the said
C. F. Norment or Norment & co, in the said
Counties of Norfolk and Jamesmond or else-
where, and hold the same subject to the
order of this Court.

And the Plaintiff here prays for such
other further and general relief as to Equity
may seem meet, or the nature of this case
may require.

And the Plaintiff will ever pray &c

White & Gamett
Counsel for Plaintiff

} Charles F. Hunter
President

State of New York }
City & County of New York }

I Joseph D. Martin, a Notary Public in
and for the City of New York, in the State aforesaid
do certify that Charles F. Hunter the President
of the Peoples Bank of the City of New York, the
Plaintiff in the foregoing Bill, this day sub-
scribed his name as President and affixed
the seal of the said Bank thereto, and ack-

State of New York, }
City and County of New York. } ss.

I, WILLIAM A. BUTLER, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, DO HEREBY CERTIFY, That

Jos L Martin
whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed Instrument and thereon written, was, at the time of taking such proof and acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the hand-writing of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. *I further Certify that said Instrument is executed and acknowledged according to the law of the State of New York.*

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Seal of the said Court and County, the

17 day of

Feb 1881
W. A. Butler
Clerk.

-nowledged the said Seal so affixed by him
to be the Corporate Seal of the said Bank, and
being by me duly sworn, made Oath that
the matters and things therein stated by
him on behalf of the said Bank of his
own knowledge are true, and those mat-
ters and things therein so stated upon
knowledge or information derived from
others, he verily believes to be true.

Given under my hand and official
Seal this seventeenth day of February

A.D. 1881 -

Jos. D. Martin }
Notary Public }
City & County }
N. Y.

White & Gurnett,
p. q.

The Peoples Bank of the
City of New York

vs { Bill

C. F. Normant, Normant
Co: Spafford & Wilkins
Et. als.

The People's Bank of the City of New-York

vs Chy: Notes

C. F. Norment & Norment & Co.

1881. Feb: 5th: Sumd in Chy: & attachment issued to Feb: Rules, 1881

" " " Affidavit filed -

" " 7th: Or: Publication

" " Continued for Bill

" March 7th: Continued for Bill

" April 4th: Continued for Bill.

Chy. notes

The People's Bank of the City of New-York
vs J Chy: notes.

C. F. Harment, Harment & Co: Hal:

1881. Feb: 9th: Sum in Chy: & attached: issued to March Rules

" " " Affidavit filed

" " 10th: Or: Pub: awarded - (in vacation)

" " 21st Dyon: order of Court (in vacation) -

" March 1st: Recover Bond (A.C. Withers) executed & filed

" " 7th: Bill de. filed - Deem nisi vs depts: C. F.
Harment, C. W. Dennis, The Com. Bank & A.C. Withers'
Trustee & R. C. Barclay.

" " " Certif. of Pub: filed

" April 6th: Deem nisi confirmed - and order of Pub:
having been published & posted according to
Law, & no other cause set for hearing
on mo: & Plff's Counsel.

" " June Answer of depts: R. C. Barclay filed by leave
of Court & mo: to dispute made & cont'd
& leave given: depts: C. F. Harment & C. W.

" " Octo: June Deem to file their answers within 30 days
Cont'd

1882. March 20th: Report of A. C. Withers, Receiver, filed

" " 11th: Cont'd

Octo " " do

1883 Apr " "

" Octo 14th: Deem confirm: Rpt: of Receiver, & "

" " 16th " for acco

Chy. Notes

1. The first of the series is a
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6. The sixth of the series is a
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