

1914-009
Nonsemond Co (Suffolk) Chancery Causes: Columbia Tailoring Co vs Eason & Copeland] et al

Rosenblatt

William A. Sullivan,
Notary Public,
232 St. Paul Street,
Baltimore, Md.



84734

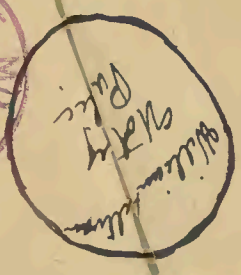
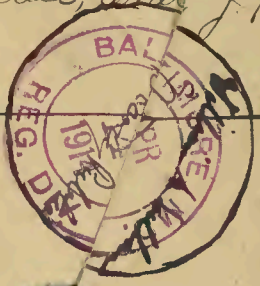
Clerk of the Circuit Court
of the County of Hansemond,
Suffolk,
Virginia.

Return receipt demanded.

Sigmund Rosenblatt,
et. al.
Vs.
P. M. Eason, et. al.

In the
Circuit Court of
the County of
Hanover
Virginia

Expositions of Meyer S. Rosenblatt,
Sigmund Rosenblatt, and J. Harold
Rosenblatt.



DAY LETTER

Form 2589 J-B.C.

THE WESTERN UNION TELEGRAPH COMPANY OF BALTIMORE CITY

CABLE SERVICE TO ALL THE WORLD

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

SEND the following **DAY LETTER** subject to
the terms on back hereof, which are hereby agreed to

Feb 11 1913

191

To P. H. Mason & Co

060 606 High St Portsmouth Va

~~Unless we have immediate satisfactory answer in regards to settlement of your account
by four o'clock today we shall instruct Mr. Moe Levy of Norfolk to proceed against
you and your guarantors. This is final. We await your reply by wire.~~

Columbia Vlg Co

~~Paid~~

(Columbia Tailors & L)

DAY LETTER

ALL DAY LETTERS TAKEN BY THIS COMPANY SHALL BE SUBJECT TO THE FOLLOWING TERMS WHICH ARE HEREBY AGREED TO

The Western Union Telegraph Company of Baltimore City will receive **DAY LETTERS**, to be transmitted at rates lower than its standard day message rates, as follows: one and one-half times the standard night letter rate shall be charged for the transmission of fifty (50) words or less, and one-fifth of the initial rate for such fifty words shall be charged for each additional ten (10) words or less.

To guard against mistakes or delays, the sender of a message should order it **REPEATED**, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, **THIS IS AN UNREPEATED MESSAGE AND PAID FOR AS SUCH**, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any **UNREPEATED** message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any **REPEATED** message, beyond fifty times the sum received for sending the same, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in obscure messages.

2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery, or for the non-delivery of this message, whether caused by the negligence of its servants or otherwise, beyond the sum of **FIFTY DOLLARS**, at which amount this message is hereby valued, unless a greater value is stated in writing hereon at the time the message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other Company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices, and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

In further consideration of the reduced rate for this special "**DAY LETTER**" service, the following special terms are hereby agreed to:

A. **DAY LETTERS** may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such **DAY LETTERS** is, in all respects, subordinate to the priority of transmission and delivery of regular day messages.

B. **DAY LETTERS** shall be written in plain English. Code language is not permitted.

C. This **DAY LETTER** may be delivered by the Telegraph Company by telephoning the same to the addressee, and such delivery shall be a complete discharge of the obligation of the Telegraph Company to deliver.

D. This **DAY LETTER** is received subject to the express understanding and agreement that the Company does not undertake that a **DAY LETTER** shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such a message on the day of its date during regular office hours, subject to the priority of the transmission of regular day messages under the conditions named above.

No employee of the Company is authorized to vary the foregoing.

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD

THE WESTERN UNION TELEGRAPH COMPANY OF BALTIMORE CITY

CABLE SERVICE TO ALL THE WORLD

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

SEND the following message subject to the terms }
on back hereof, which are hereby agreed to }

Feb 10 1913

Messrs P H Mason & Co
606 High St
Portsmouth Va

Have you sent promised check answer immediately

PAID

COLUMBIA TUB CO

**ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING
TERMS WHICH ARE HEREBY AGREED TO**

To guard against mistakes or delays, the sender of a message should order it REPEATED, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatd message rate is charged in addition. Unless otherwise indicated on its face, THIS IS AN UNREPEATED MESSAGE AND PAID FOR AS SUCH, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED message, beyond fifty times the sum received for sending the same, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines; *nor for errors in cipher or obscure messages.*

2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery, or for the non-delivery, of this message, whether caused by the negligence of its servants or otherwise, beyond the sum of FIFTY DOLLARS, at which amount this message is hereby valued, unless a greater value is stated in writing hereon at the time the message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other Company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

7. *No employee of the Company is authorized to vary the foregoing.*

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD

P. M. EASON & CO.

High Art Tailors

606 HIGH STREET

Portsmouth, Va.,

2/3/13

Columbia Tailoring Co.

Baltimore Md.

Gentlemen:

In regards to your
statement I recd. to-day I have
talked to Mr. Copeland and have
written to my Brother in Baltimore
and have made arrangements to
raise the money and just as
soon as I hear from my Bro.
I will send you a check
hoping this will reach you with
satisfaction.

Yours Truly

P. M. Eason & Co.

(Sum #6)

P. M. EASON & CO.

High Art Tailors

606 HIGH STREET

Dear Mr Rosenblatt, Portsmouth, Va., Jan 31, 13,

at home & at
work. Now I will take
steps in regard to what
we were talking about
yesterday. I am sorry that
I cannot send you any
more money this time
but will say that you
shall have my immediate
attention at once. I trust
you will not find me
lack a hot letter soon
on the lookout for you

(Eason #4)

Very friendly,

Earl W. Benson,

Jan. 31, 1913.

P. M. Mason & Co.,
606 High St
Portsmouth, Va.

Gentlemen:-

As per the conversation of our Mr. Rosenblatt we shall expect to hear from you Monday with a good size remittance or settlement of account as per suggestions of Mr. Rosenblatt.

Unless we hear from you Tuesday Morning, the latest, we shall place the account in the Attorney's hand for immediate collection, we trust this will not be necessary.

Yours very truly,

COLUMBIA MFG. CO.

(Columbia Tailors # 5)

P. M. EASON & CO.

High Art Tailors

606 HIGH STREET

Portsmouth, Va.,

Jan 15. 13

Columbia Dry Co:
(Eason #3)

Balto. Md.

Sentences:

It hurts me
more than it does you
for me to be sending
in such a small check
but I am doing all I can

Do not send me another
garment until I have paid
you every dollar I owe you
I returned a Deat last
week which was \$18.25
& have failed to get credit
for same. Kindly return
me a receipt for the
amount by next mail
Very truly
P. M. Eason,

Jan. 10, 1913.

Mess. P. M. Eason

4 P.M. Eason & Co.,

606 High St

Portsmouth N.H.

Dear Sir, --

Yours of the 9th to hand and contents careful noted.

As we have written you previously, we do not desire to cause you any trouble and would do almost anything to avoid it, but we see no method of securing our money at this time unless we take some action.

We have dealt very lenient with you. Your promise after promise to make us a respectable remittance has not been kept. You have been sending us little small checks for \$15.00, 16.00 and \$20.00 at a time which make absolutely no impression on your overdue account. Some arrangement must be made by you to make us a remittance of considerable size at once. You cannot expect us to finance your business entirely. It is necessary for you to get more investment in your business in order to carry it on. We know that you will not be able to pull your business out of the hole without more investment. This is the dullest season of the year. Your collections will not much more than cover your

(Columbian Trading # 4)

Jan. 10, 1913.

Mr. P. N. Eason #2

daily expenses, for a while and we are unable to wait on you for an extended length of time to secure a settlement.

In good spirit we request you, at this time, to make an endeavor to raise some money and we have finally decided that we will await your reply before going into the matter any further, meaning, that you will receive this letter on Saturday and we can note by your reply, that can reach us Monday morning, what you intend doing. We will then act accordingly. Meanwhile, we have not gone in correspondence with the bondsmen, nor will we do so until we hear from you.

Very truly yours,

COLUMBIA TAILORING COMPANY.

HJR. E

P. M. EASON & CO.

High Art Tailors

606 HIGH STREET

Portsmouth, Va., Jan 9-13,
Columbian Dry Co;
Baltimore, Md

Gentlemen;

I am doing all
I can when I get the
money I will forward
check to you. If you
will come down on me
after me paying you
as much money as I hope
why of course it will hurt
me but it will hurt
me worse for you to go
on my handsman. My
store is not a year old
yet I hope you realize
that. Now in conclusion I
may say that Mr. Beaver

over

trined your letter over to
me & if you should take
such steps as you said
I do not think you will
be doing me right. If you
will leave the trouble
of I will pay up just as
soon as I can & you need
not make another garment
until all the account is
paid in full then if
you want to extend
credit to me why it
is left for you to decide
I am returning a coat for
G. W. Sawyer which I ordered
black & it came blue please
give me credit for same
which is \$18.25.

Very truly,

P. M. Casar,

(21/2)

Jan. 7, 1915.

Mr. E. W. Beaver,
P. M. Eason & Co.,
606 High St
Portsmouth Va.

Dear Sir, --

As we have stated in previous letter, we have about exhausted our patience regarding extra length of the overdue part of your account. We are not going to be arbitrary in the matter but the time for action has arrived and methods must be adopted immediately to either make a settlement of our account either in full so that we can discontinue business relations, or else a check to apply on account of a large enough size to cover all overdue bills. We have looked today at the guarantee which we have in hand from you and will notify the guarantors on Saturday morning, demand settlement unless we hear from you giving us definite assurance of what is to be done. The only assurance that we can receive at this time, will be a check. We do not think that you are adopting the proper method, by keeping this matter from Mr. Eason. It does not make any difference to us whether he gets hot under the collar or not! He should know that we want our money when it is due and when it gets as long overdue as your account, something must be done at once. As far as we are concerned, we are

(Columbia Tailors #3)

Jan. 7, 1915

Mr. E. W. Beaver,

4 Dason & Co #2

not going to write you any more letters regarding this payment, our next step will be endeavoring to secure judgment and notifying the security.

You may view this letter exactly as it is written as we have come to the stand that we do not care whether you handle our line or not for Spring and we do not want you to handle it if you cannot make better arrangements to take care of your bills.

Very truly yours,

COLUMBIA TAILORING COMPANY.

HJR. 5

P. M. EASON & CO.

High Art Tailors

606 HIGH STREET

Portsmouth, Va.,

Jan 8th 13

Mr. H. Rosenblatt,

Balto, Md

Dear Sir;

I am trying to
make the new arrangements
& if I am to hang in making
them & you decide that
you must hurry things
up please address it to
me as I know more
how to take you than
Mr. Eason does.

Eason #1

Very Truly
Carl W. Beaver

Jan. 4, 1915

Mess. P. M. Mason & Co.,

606 High St

Portsmouth Va.

Dear Sirs,--

Your valued favor received today, enclosing check for \$16.00. As you well know this is exceedingly unsatisfactory. We hope that you will make arrangements within the next two or three days as we expect a check for not less than \$150.00 to reach us Wednesday morning. It is imperative that immediate action is taken by you to see that some kind of adjustment is made at this time. Promises must be lived up to on your part as well as our own and we do not expect to have to write you Wednesday for non receipt of check.

Very truly yours,

COLUMBIA B. CO.

MJL

Columbia Tailors #2

Nov 20 1913

P H Haslam & Co
606 High St
Portsmouth Va

Gentlemen: -

Replying to yours of recent date, we want to do business with you, but we are not going to wait indefinitely for our money. Our terms are 30 days and bills running that length of time must be paid. You owe us \$272.25, which is entirely past due. Now when you commence to settle your account, we will commence to fill your order. We shall expect a check from you next week, and as soon as you have paid us \$150.00, we shall send you our Spring and Summer ends.

Please see that check comes forward the early part of next week.

Yours very truly,

COLUMBIA TIG. CO.

(Columbia Tug Co. At 1)

Wm. Henry ...

RATING
CREDIT LIMIT

NAME

ADDRESS

P. M. Eason & Co.
606 High St. Portsmouth, Va.

JONES EUREKA LEAF, PAT FEB 7 1905 LUCAS BROS BALTO MD

DATE	FOLIO	✓	DEBITS	BALANCE		CREDITS	FOLIO	DATE
				DEBIT	CREDIT			
1912								
Oct 1			545.00	420.25		124.75		
				41.50				
				427.00				
				441.75				
				391.75				
				291.75				
				335.00				
				365.00				
				381.25				
				335.50				
				357.75				
				375.25				
				379.00				
				394.50				
				334.25				
				337.06				
				357.06				
				296.81				
				313.06				
				320.81				
				269.31				
				284.31				
				299.06				
				335.06				
				346.83				
				346.81				
				360.31				
				331.56				
				316.31				
				213.06				
				224.31				
				287.56				
				343.56				
				412.06				
				424.06				
				407.81				
				381.81				
				272.25				
				303.50				
				272.25				
				276.75				
				176.75				
				172.25				
				197.25				
				12.00				
				06.06				
				31.25				
				100.21				
				4.50				
				2.50				

Exhibit # 51

RATING *Good*

NAME *P. M. Mason & Co*

CREDIT LIMIT *2000*

ADDRESS *Portsmouth, Va*

JONES EUREKA LEAF, PAT. FEB. 7, 1905. LUCAS BROS. BALTO., MD.

DATE	FOLIO	✓	DEBITS	BALANCE		CREDITS	✓	FOLIO	DATE
				DEBIT	CREDIT				
<i>21</i>	738	✓	3200	3200		4650	✓	86	<i>Apr 1</i>
<i>22</i>	747	✓	1450		4650	5275	✓	92	<i>Apr 8</i>
<i>29</i>	769	✓	5275	9925		6800	✓	100	<i>Apr 16</i>
<i>2</i>	785	✓	3250	8525		2150		104	<i>Apr 20</i>
<i>3</i>	785	✓	3550	12075		7045	✓	108	<i>Apr 24</i>
<i>5</i>	798	✓	7045	19120		1575	✓	108	<i>Apr "</i>
<i>12</i>	817	✓	1400	18720	13845	4525	✓	124	<i>May 8</i>
<i>13</i>	824	✓	3125	18370	18245	4095	✓	130	<i>May 18</i>
<i>17</i>	837	✓	1350	17020	12970	4025	✓	136	<i>May 23</i>
<i>18</i>	841	✓	2745	15275	15665	3945		162	<i>June 13</i>
<i>19</i>	847	✓	2725	18390					
<i>20</i>	853	✓	1300	16240	9195				
<i>21</i>	862	✓	1575	14665	7620				
<i>25</i>	866	✓	2500	12165	10495				
<i>26</i>	872	✓	2075	10090	12995				
<i>29</i>	879	✓	150	9940	15220				
<i>May 3</i>	897	✓	4470	5470	19690				
<i>4</i>	904	✓	1725	3745	21415				
<i>9</i>	915	✓	5100	1315	16890				
<i>10</i>	922	✓	3325	52090	21990				
<i>14</i>	932	✓	1225	3325	25315				
<i>17</i>	945	✓	5825	1225	14540				
<i>21</i>	958	✓	4545	5825	32365				
<i>22</i>	961	✓	1225	4545	28270				
<i>23</i>	966	✓	1725	1225	32815				
<i>24</i>	971	✓	2725	1725	28790				
<i>28</i>	979	✓	1750	966	30015				
<i>30</i>	990	✓	4385	971	31740				
<i>June 7</i>	1010	✓	4725	2725	34465				
<i>8</i>	1016	✓	2225	1750	36215				

St. Louis # 01

SHEET NO.

NAME

ADDRESS

P. M. Eason & Co.
Stemmouth, Va.

RATING

CREDIT LIMIT

DATE	FOLIO	✓	DEBITS	BALANCE		CREDITS	✓	FOLIO	DATE
				DEBIT	CREDIT				
June 8			876.90	450.80		401.40			
				411.35					
				414.35					
			550	363.35					
11	1018	✓	1800	415.10		100	✓	28	
	1020	✓		444.60		4725	✓	150	
13	1028	✓	300	443.55					
				447.55		3945	✓	162	
20	1045	✓	5175	531.55		5100	✓	172	
				562.05					
21	1049	✓	2850	568.80		7050	✓	188	
				608.05					
26	1060	✓	100	640.30		19680	✓	198	
				640.30					
27	1065	✓	3200	569.80		4725	✓	212	
				598.55					
28	1071	✓	5500	613.05		46800			
				418.25					
29	1077	✓	3050	433.25					
				445.50					
July 1	1080	✓	675	459.00					
				484.00					
2	1083	✓	3925	436.75					
				446.25					
3	1086	✓	3225	451.00					
				468.00					
10	1102	✓	2875						
12	1112	✓	1650						
16	1118	✓	1500						
19	1128	✓	1225						
24	1139	✓	1350						
26	1147	✓	2500						
Aug 7	1179	✓	950						
9	1186	✓	1075						
14	1194	✓	1100						
			1322.65			1322.65			
Aug 15			468.00	440.25		2775	✓	236	
				419.25					
29	1224	✓	26.00	389.25		2100	✓	238	
				415.25					
30	1229	✓	375	419.00		3000	✓	244	
				430.50					
Sep 6	1242	✓	1150	488.75		2175	✓	254	
				374.50					
23	1279	✓	1725	391.75		2425	✓	260	
				407.00					
24	1280	✓	15.25	420.25					
26	1286	✓	325						

Bal

Aug 15

Aug 16
21
28
Sep 4
13

THIS DEED, Made this 10th day of February, in the year one thousand nine hundred and thirteen between Joseph W. Eason of the County of Nansemond, and State of Virginia, party of the first part, and Lucy A. Eason, wife of said Joseph W. Eason, of the county of Nansemond and State of Va., party of the second part-

WITNESSETH: That in consideration of the sum of Twenty five Hundred (\$2500.00) Dollars, the said Joseph W. Eason doth grant unto the said Lucy A. Eason and to her heirs and assigns forever, with General Warranty, all that certain tract, piece or parcel of land situate, lying and being in Cypress Magisterial District, County of Nansemond and State of Virginia, containing one hundred (100) acres, more or less, sold in gross and not by the acre and bounded and described as follows: Bounded on the north by the lands of Walter Briggs and Charlie Riddick, on the East by the lands Ernest Taylor and Joseph Baines, on the South by the lands of B.P. Baker and others, and on the West by the lands of B.P. Baker and others.

Secon, One horse, two mules, ten head of cattle, Ten head of hogs, Farming implements of every kind and description, Two carts, Wheels and all harness, also all household and kitchen furniture. Together with all and singular the appurtenances belonging to the same.

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

Witness the following signature and seal:

Witness: J. B. Harrell,
G. B. Harrell

his
Joseph W. Eason (SEAL).
mark

State of Virginia,

County of Nansemond, to-wit:

I, J. B. Harrell, a Justice of the Peace for the county aforesaid, in the State of Virginia, do certify that Joseph W.

Eason whose name is signed to the writing hereto annexed, bearing date the 10th day of February, 1913, has acknowledged the same before me in my county aforesaid.

Given under my hand this 10th day of February, 1913.

J. B. Harrell, J. P.

VIRGINIAE

In the Clerk's Office of the Circuit Court of Nansemond County the 11th day of February, 1913-

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

Teste:

G. E. Bunting, Clerk.

By S. J. Parker, D. C.

A COPY,-

Teste: G. E. Bunting, Clerk.

By S. J. Parker, D. C.

-A COPY-

Joseph W. Eason
To (Deed of B. & Sale
Lucy A. Eason.

Recorded in D.B. 74-Page 210.

Exhibit "A"

Filed Dec. 3/1913.

S. J. Parker, Rec.

75 Paid

IN THE CIRCUIT COURT OF NANSEMOND COUNTY VIRGINIA.

To George E. Bunting, Clerk of said Court:

Sigmund Rosenblatt, & Meyer S. Rosenblatt,
trading as Columbia Tailoring Company, Plaintiffs.

VS. IN CHANCERY

P. M. Eason and T. D. Copeland,
trading as Eason & Copeland,
J. W. Eason, Lucy A. Eason, Lila
Harrell, Trustee for Genie B. Harrell
and Genie B. Harrell. Defendants.

Please summon defendants for the plaintiffs, in
Chancery, to First December (1913) Rules.

Hugh J. Holland p.q.

CLERK' NOTES:

November 14, 1913; Process issued returnable to December Rules;
First Monday 1913.

First December Rules 1913. Process returned executed, bill filed and
decree nisi.

*2nd Dec. Rules 1913. Decree nisi confirmed
& cause set for hearing.*

Memo. F. Chukotka

Memo. & Rules Notes.

1. The first rule is that the...

2. The second rule is that the...

HUGH L. HOLLAND
ATTORNEY AT LAW
BARBEE BUILDING
SUFFOLK, VIRGINIA.

November 13th., 1913.

Mr. Geroge E. Bunting, Clerk,
Suffolk, Va.,

Dear Sir;-

IN RE. SIGMUND ROSENBLATT & MEYER S. ROSENBLATT,
TRADING AS CLOUMBIA TAILORING CO. VS P. M. EASON
T. D. COPELAND TRADING AS EASON & COPELAND,
J. W. EASON, LUCY A EASON, LILA HARRELL, TRUSTEE for
GENIE B. HARRELL & GENIE B. HARRELL.

I send you enclosed memorandum in Chancery for
the above styled suit. I also enclose my check for \$7.50
to cover the writ tax and deposit in this suit.

I also enclose memorandum of lis pendens in
connection with this suit to be recorded. Kindly record
this lis pendens immediately after filing the memorandum.

Yours very truly,

HLH/H-

Hugh L. Holland

*Please address summons
for P. M. Eason and T. D.
Copeland to Sergeant City
of Portsmouth and let me
have them. The others
live in Wauseon County,*

HUGH L. HOLLAND
ATTORNEY AT LAW
BARBEE BUILDING
SUFFOLK, VIRGINIA.

November 21st., 1913.

Mr. George E. Bunting, Clerk,
Suffolk, Va.

Dear Sir:-

IN RE. SIGMUND ROSENBLATT AND MEYER S. ROSENBLATT,
TRADING AS COLUMBIA TAILROING CO., VS P. M. EASON
AND T. D. COPELAND ~~TRADING AS EASON AND COPELAND AND~~
OTHERS.

I send you enclosed summons for F. D. Copeland and
P. M. Eason, the same have ^{ing} been properly served on them,
as shown by notation on the back by the City Sergeant of
Portsmouth. Please file this paper with the papers in this
case.

HLH/H-

Yours very truly,

Hugh L. Holland,

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON P.M. Eason and T.D. Copeland, trading as Eason & Copeland, J.W. Eason, Lucy A. Eason, Lila Harrell, Trustee for Genie B. Harrell and Genie B. Harrell

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 December 1913, to answer a Bill in Chancery, exhibited against them in the said Court by Sigmund Rosenblatt and Meyer S. Rosenblatt, trading as Columbia Tailoring Company

and have then and there this summons.

WITNESS, G. E. BUNTING, Clerk of our said Court, at his office, this 14th day of November, 1913, in the 138th year of the Commonwealth.

~~A copy~~ Teste:

Teste:

CLERK.

G. E. Bunting, CLERK.

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

Sergeant of the City of Portsmouth, Va.

TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON ~~P.H. Eason, T.D. Copeland, partners trading as~~
~~Eason & Copeland, J.W. Eason, Lucy A. Eason, Lila Harrell, Trustee for Genie B.~~
~~Harrell and Genie B. Harrell~~

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 December 1913, to answer a
Bill in Chancery, exhibited against them
in the said Court by Sigmund Rosenblatt and Meyer S. Rosenblatt, trading as
Columbia Tailoring Company

and have then and there this summons.

WITNESS, G. E. BUNTING, Clerk of our said Court, at his office, this 14th day of
November, 1913, in the 13th year of the Commonwealth.

~~A copy~~ Teste:

~~CLERK~~

Teste:

G. E. Bunting

CLERK.

Executed this 19th Day of November, 1913 in the City of Portsmouth, Va., by Delivering
a copy of the within summon to. T. D. Copeland, and P. M. Eason, in person.

R. E. Glover,
City Sergeant.

by *M. J. Huddell* Deputy Sergeant

✓

Hugh L. Holland, ----- p. q.

Sigmund Rosenblatt & Meyer S.
Rosenblatt trading as Columbia
Tailoring Company

vs. } In Chancery

P. M. Eason et als.

1913 -----

----- December ----- Rules,

----- First ----- Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 5 -----

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TO,

P. B. WASON AND D. T. COPELAND, TRADING AS WASON AND COPELAND, J. W. WASON, LUCY A. WASON, LILA WARRELL, TRUSTEE FOR GEMIE B. WARRELL, AND GEMIE B. WARRELL.

You are hereby notified that we shall on the 3rd day April, 1914, at the offices of D. S. Sullivan, 232 St. Paul Street, Baltimore, Md., proceed to take depositions of Meyer S. Rosenblatt and others, to be read as evidence in our behalf in a certain suit in equity now depending in the Circuit Court of Nansemond County, Virginia, wherein we are Plaintiffs and you are Defendants; and if for any cause the taking thereof, be not commenced, and if commenced, be not concluded on that day the same will be continued from time to time, and at the same place and between the same hours, until the same shall be concluded.

Dated at Norfolk, Virginia this 20th day of March, 1914.

SIGMUND ROSENBLATT & MEYER S. ROSENBLATT, TRADING AS COLUMBIA TAILORING CO.

BY *Levy Spetchel*
Counsel.

*Columbia Tailoring Co.
Baltimore*

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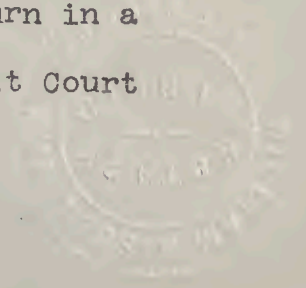
Served March 24, 1914

*Clarence L. Leason
222 Grace Street
Baltimore, Md.*

Sigmund Rosenblatt and	:	
	:	
Meyer S. Rosenblatt,	:	
	:	
trading as Columbia	:	In the
	:	
Tailoring Company,	:	Circuit Court of the
Complainants.	:	
	:	County of Nansemond,
Vs.	:	
	:	Virginia.
P. M. Eason, et. al.	:	
Defendants.	:	

.....

I, William A. Sullivan, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, hereby certify that pursuant to notice hereto annexed and dated March 20, 1914, I sat at ten o'clock A. M. on April 3, 1914 at the office of Daniel S. Sullivan, Attorney, 232 St. Paul Street, Baltimore, Maryland, and upon suggestion of the said Daniel S. Sullivan, Attorney, I adjourned the sitting until the tenth day of April, 1914 at which time pursuant to said adjournment and pursuant also to notice hereto annexed and dated March 20, 1914, I caused to appear before me at 10:15 A. M. on April 10, 1914 at the office of the said Daniel S. Sullivan, attorney, 232 St. Paul St., Baltimore, Maryland, Meyer S. Rosenblatt, Sigmund Rosenblatt, and J. Harold Rosenblatt, witnesses produced on the part of the complainants and after they had been duly sworn by me to tell the truth the whole truth and nothing but the truth, they answered the questions propounded to them by Daniel S. Sullivan, Esq., for the Complainants and J. R. Saunders, Esq., for the Defendants, which said questions and the answers thereto, after each of said witnesses had subscribed in my presence his said testimony or deposition, together with five exhibits produced at the said sitting, ^{and} the said two notices above referred to, all attached together, I now return in a sealed envelope addressed to the Clerk of the Circuit Court of the County of Nansemond, Suffolk, Virginia.



As witness my hand and Notarial Seal.

William A. Sullivan
Notary Public.

My Commission expires, May 11th, 1914.

William A. Sullivan
Notary Public.

My charge for taking the within deposition is
ten dollars (\$10.00).

William A. Sullivan
Notary Public.

TO,

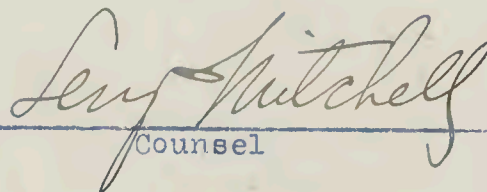
P. M. EASON AND D. T. COPELAND, TRADING AS EASON AND COPELAND, J. W. EASON, LUCY A. EASON, LILA HARRELL, TRUSTEE FOR GENIE B. HARRELL AND GENIE B. HARREL.

You are hereby notified that we shall on the ~~20th~~^{10th} day of April, 1914, at the offices of D. S. Sullivan, 232 St. Paul Street, Baltimore, Md., proceed to take depositions of Meyer S. Rosenblatt and others, to be read as evidence in our behalf in a certain suit in equity now depending in the Circuit Court of Nansemond County, Virginia, wherein we are Plaintiffs and you are Defendants; and if for any cause the taking thereof, be not commenced or if commenced, be not concluded on that day the same will be continued from time to time, and at the same place and between the same hours, until the same shall be concluded.

Dated at Norfolk, Virginia this 20th day of March, 1914.

SIGMUND ROSENBLATT & MEYER S. ROSENBLATT, TRADING AS COLUMBIA TAILORING CO.

BY


Counsel

Executed this 5th day of
March 1914 by delivering
a true copy of the within process
to J. W. Eason and J. W. Eason
~~in person~~ and Gila Harrell Trustee
for Genie B. Harrell and Genie
B. Harrell in person in Rousemond
County. A. W. B. ~~Shiff~~

Shiff Fee \$2 Paid
By J. S. McDonald, Atty

NOTICE TO TAKE DEPOSITIONS.

SIGMUND ROSENBLATT & MEYER
S. ROSENBLATT, TRADING AS
COLUMBIA TAILORING CO.

VS.

M. P. EASON, AND D. T. COPE-
LAND, TRADING AS EASON &
COPELAND, ET ALS.

MOE LEVY
ATTORNEY AT LAW
NATIONAL BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

TO,

P. M. EASON AND D. T. COPELAND, TRADING AS EASON AND COPELAND, J. W. EASON, LUCY A. EASON, LILA HARRELL, TRUSTEE FOR GENIE B. HARRELL, AND GENIE B. HARRELL.

You are hereby notified that we shall on the 3rd day April, 1914, at the offices of D. S. Sullivan, 232 St. Paul Street, Baltimore, Md., proceed to take depositions of Meyer S. Rosenblatt and others, to be read as evidence in our behalf in a certain suit in equity now depending in the Circuit Court of Nansemond County, Virginia, wherein we are Plaintiffs and you are Defendants; and if for any cause the taking thereof, be not commenced, and if commenced, be not concluded on that day the same will be continued from time to time, and at the same place and between the same hours, until the same shall be concluded.

Dated at Norfolk, Virginia this 20th day of March, 1914.

SIGMUND ROSENBLATT & MEYER S. ROSENBLATT, TRADING AS COLUMBIA TAILORING CO.

BY *Leroy Mitchell*
Counsel.

Executed this 23 Day of March, 1914 in the City of Portsmouth, Va.,
by delivering a copy of the within Notice to. P. M. Eason, and D. T.
Copeland, in person,

R. E. Glover, City Sergeant.

By M. A. Rudd Deputy Sergeant.

NOTICE TO TAKE DEPOSITIONS.

SIGMUND ROSENBLATT & MEYER
S. ROSEBLATT, TRADING AS
COLUMBIA TAILORING CO.

VS.

M. P. EASON AND D. T. COPE-
LAND, TRADING AS EASON &
COPELAND, ET ALS.

Moe Levy

MOE LEVY
ATTORNEY AT LAW
NATIONAL BANK OF COMMERCE BUILDING
NORFOLK, VIRGINIA

Sigmund Rosenblatt and	:	
	:	
Meyer S. Rosenblatt,	:	
	:	
trading as Columbia	:	In the
	:	
Tailoring Company,	:	Circuit Court of the
Complainants.	:	
	:	County of Nansemond,
Vs.	:	
	:	Virginia.
P. M. Eason, et. al.	:	
Defendants.	:	

.....

I, William A. Sullivan, a Notary Public, of the State of Maryland, in and for the City of Baltimore, pursuant to notice hereto attached, dated at Norfolk, Virginia, on March 20th, 1914, sat for taking the testimony of Meyer S. Rosenblatt and others witnesses mentioned in said notice, at the office of Daniel S. Sullivan, Attorney, 232 St. Paul Street, Baltimore, Maryland, at ten o'clock A. M., on April 3rd, 1914.

Present:

For Complainants, Daniel S. Sullivan.

No appearance for Defendants.

Upon suggestion of Daniel S. Sullivan, the sitting was adjourned until April 10th, 1914.

Pursuant to said adjournment and also pursuant to annexed notice, dated at Norfolk, Virginia, on March 20th, 1914, I again sat on April 10th, 1914 at the same place at 10:15 A. M. and caused to appear before me Meyer S. Rosenblatt, Sigmund Rosenblatt and J. Harold Rosenblatt, witnesses produced on the part of the complainants, and after they had been duly sworn by me to tell the truth, the whole truth and nothing but the truth they proceeded to testify and depose as follows:

Present:

For Complainants, Daniel S. Sullivan, Esq.

For Defendants, J. R. Saunders, Esq.

Testimony of Meyer S. Rosenblatt.

By Mr. Sullivan:

Ques. 1. What is your name, age, residence and occupation?

Answer. Meyer S. Rosenblatt; age, twenty nine years; residence, Baltimore, Md.; occupation, wholesale clothing manufacturer.

Ques. 2. Where do you manufacture clothing?

Ans. At 416 W. German Street, Baltimore, Md.

Ques. 3. What is the style of the business?

Ans. Sigmund Rosenblatt and sons trading as Columbia Tailoring CO.

Ques. 4. You are one of the sons?

Ans. One of the sons.

Ques. 5. State whether or not, if you know, your firm has had any dealings with Eason & Copeland, of Portsmouth, Virginia?

Ans. They have.

Ques. 6. How do you know that?

Ans. I arranged to sell Eason & Copeland personally.

Ques. 7. Are you in a position to state how much is owing now, if anything, to your firm by Eason & Copeland?

Ans. Eason & Copeland or P. M. Eason & Co. are indebted to our firm at the present time to the amount of one hundred and eighty six dollars and two cents (\$186.02).

Ques. 8. Is this (indicating) a correct statement of the account?

Ans. It is.

The statement referred to is filed herewith and taken as a part hereof and marked by the Notary Public as Complainants' Exhibit No. 1.

Ques. 9. State whether or not any part has been paid by Eason & Copeland or anyone else.

Ans. No.

(Question and answer objected to on grounds too leading.)

Ques. 10. State when, if you know, the said amount of one hundred

and eighty six dollars and two cents (\$186.02) became due and payable.

Ans. In December and January of 1912 and 1913.

Ques. 11. In what part of January, 1913?

Ans. From January 4th to January 23rd making an average.

Ques. 12. This suit is directed against one J. W. Eason as well as against the partnership firm of Eason & Copeland. Will you state what connection, if any, the said J. W. Eason had with bill for which you are suing?

Ans. J. W. Eason guaranteed the account.

Ques. 13. Was the guarantee referred to in writing or not?

Ans. It was in writing.

Ques. 14. Where is the guarantee?

Ans. We have it here.

Ques. 15. Is this it?

Ans. Yes, sir.

Ques. 16. State whether or not the Messrs. Eason & Copeland mentioned in this writing (indicating) is the same Eason & Copeland whom you are now suing?

Ans. They are.

Ques. 17. Are you conversant or not with the signatures of P. M. Eason or J. W. Eason?

Ans. I am, conversant with both of them by correspondence.

Ques. 18. Are those the signatures?

Ans. They are.

(The paper writing referred to is filed herewith to be deemed and taken as a part hereof and marked by the Notary Public as Complainant's Exhibit No. 2.)

(Introduction of the writing is objected to by Counsel for the Defendants on the grounds that the witness does not know J. W. Eason personally, not ever having seen J. W. Eason write his name and the guarantee is for a debt to be contracted in the future and not for a debt existing at the time of the guarantee.)

Ques. 19. How did this guarantee come into your possession.

Ans. By mail.

Ques. 20. From whom?

Ans. From J. W. Eason.

Ques. 21. Did a letter accompany the guarantee?

Ans. No letter accompanied the guarantee at that time.

Ques. 22. When you received the guarantee what did you do?

Ans. I acknowledged the guarantee to J. W. Eason and the acceptance thereof.

Ques. 23. In what way did you acknowledge it?

Ans. By writing to Mr. J. W. Eason that we received the guarantee with the name of J. W. Eason; that the same was accepted, and that we would like him to verify the same.

Ques. 24. Will you kindly state whether or not this (indicating) is the letter referred thereto?

Ans. This (indicating) is the letter.

(Counsel for the Defendants objects to the introduction of any letter written by Mr. Rosenblatt as Mr. Rosenblatt is a witness to testify about his own transaction. Any copies of letters that he might have could be used to refresh his memory.)

(The said letter is filed herewith to be deemed and taken as a part hereof and marked by the Notary Public as Complainants' Exhibit No. 3.)

Ques. 25. Is this letter (indicating Exhibit No. 3) the original letter or a carbon copy thereof?

Ans. This is the original letter.

Ques. 26. When the letter left the house of your firm how much was on it?

Ans. The typewritten part only.

Ques. 27. How did the letter get back into your possession?

Ans. By mail.

Ques. 28. When it reached your possession what was then on it?

Ans. The reply of J. W. Eason.

Ques. 29. Before the guarantee referred to as Exhibit No. 2 was re-

ceived by your firm state whether ornot any goods had been sold by your firm to Eason & Copeland?

Ans. There had not.

Ques. 30. (Counsel for Defendants asked that the books showing the original entries be produced in Court.)

You have alieged in your bill that the account had by your firm with Eason & Copeland was begun and continued by virtue of the guarantee referred to as Exhibit No. 2. Have you any letters or correspondence which refer to this fact.

Ans. No, sir.

Ques. 31. State whether or not the account with Eason & Copeland would have been opened in the absence of the guarantee referred to as Exhibit No. 2.

Ans. It would not have.

Ques. 32. State the experience of your house with the account with P. M. Eason & Co.

Ans. P. M. Eason & Co. dragged along in their payments and their accounts ran past due for a considerable time before we endeavored to collect same by suit against J. W. Eason. The account was placed in an attorney's hands and we endeavored to collect the account amicably without recourse to law. Payments on account were made settling bills up to November 27, 1912. Members of our firm recently called on Mr. Eason at his place at Portsmouth, Virginia. I personally called on Mr. P. M. Eason the early part of December and insisted upon him closing up this account telling him that unless the account was closed up we would have to proceed against the guarantor. Mr. Eason at that time told me that he had spoken to his Father, Mr. J. W. Eason in reference to the account and that they were going to make every endeavor to settle the same and he particularly pleaded with me not to proceed against his Father, the guarantor, Mr. J. W. Eason. He told me that he would again go to see his Father and attempt to raise money to settle the account.

Counsel for Defendants objects to foregoing question and answer as there is nothing in the record to show that J. W. Eason was at any time a partner with Eason & Copeland and any statement made by P. M. Eason could not in any way bind J. W. Eason unless J. W. Eason was a partner and further that answer states a conversation had with P. M. Eason about what J. W. Eason had told him which is heresay and not admissible in testimony.

Ques. 33. How many times have you seen personally either of the members of the firm of Eason & Copeland since November of nineteen hundred and twelve?

Ans. Once personally.

Ques. 34. Whom did you see, and where?

Ans. P. M. Eason, at Portsmouth, Virginia.

Ques. 35. When was that?

Ans. The early part of December.

Ques. 36. What year?

Ans. Nineteen hundred and twelve.

Ques. 37. Who was present at the interview?

Ans. The interview was between myself and Mr. P. M. Eason.

Ques. 38. What was said?

Ans. That Eason stated that he would make every endeavor to settle the account within a few days and that he would see his Father, J. W. Eason, and make other endeavors to raise money. I told him at the time that unless the account was settled that we would have to proceed against the guarantor of his account. He told me that he had seen his Father previous to my visiting there and was very anxious that we did not proceed against his Father. He also told me that his Father knew the state of his account with us.

Ques. 39. Is there any correspondence between your firm and the parties to this suit or any of them in connection with this account?

Ans. There is.

Ques. 40. I have in my hand thirteen letters and two telegrams. Will you take these letters and these telegrams and tell us what they are?

Ans. These letters and telegrams are requests to P. M. Eason & Co. to settle past due accounts and the replies thereto.

Ques. 41. What is the date of the first letter in that series?

Ans. January 4th, 1913.

Ques. 42. And that letter is what?

Ans. A carbon copy of the original letter to P. M. Eason & Co.

Ques. 43. State whether or not you have a personal knowledge of the matters referred to in these letters and telegrams?

Ans. I have.

Ques. 44. State whether or not you wrote or dictated the original of the letters and telegrams of which these (indicating) are carbon copies?

Ans. Part of these were written by myself and part by my brother.

Ques. 45. Can you pick out those which were written by yourself?

Ans. These seem all to have been dictated by my brother.

(Counsel for Defendants objects to the introduction of the letters referred to as this is a suit to sell land or to set aside a conveyance of land from J. W. Eason to his wife and while Eason & Copeland are Defendants yet any letters that Eason & Copeland may have written could not bind J. W. Eason and the letters show that the first one was dated January 4, 1913, and the statement filed as Exhibit No. 1 is dated November, 1912 sometime prior to any letters written to Eason & Copeland. Counsel for Defendants further objects on the grounds that these letters were not material in this suit and some of which are copies written by the witness who is now on the stand.)

Ques. 46. Who has charge of your office, Mr. Rosenblatt?

Ans. I have charge of the office.

Ques. 47. Who has charge of the correspondence outgoing and incoming?

Ans. I have charge of the correspondence.

Ques. 48. Did you have charge or not of the correspondence with

P. M. Eason & Co. and the Columbia Tailoring Co.

Ans. I did.

Ques. 49. Can you testify of your own knowledge that the originals of the letters and telegrams directed to P. M. Eason & Co. of which these (indicating) are carbon copies were mailed and sent by your firm to the said Company.

Ans. They were sent by my firm to P. M. Eason & Co.

Ques. 50. Can you state of your own knowledge that the letters purporting to be from P. M. Eason & Co. and directed to the Columbia Tailoring Co. included in this correspondence (indicating) were received by the Columbia Tailoring Co?

Ans. They were received by the Columbia Tailoring Co.

Ques. 51. Can you state of your own knowledge that the originals of these two telegrams (indicating) were sent by the Columbia Tailoring Co. to P. M. Eason & Co?

Ans. They were sent by the Columbia Tailoring Co.

(The letters both originals and carbon copies and carbon copies of the two telegrams are filed herewith all attached together and marked by the Notary Public as Complainant's Exhibit No. 4, and to further facilitate identification the original letters from P. M. Eason & Co., P. M. Eason and Earl W. Beaver to Columbia Tailoring Co. and Mr. Rosenblatt are marked Eason #1, #2, #3, #4, #5 and #6 in accordance with their dates and the carbon copies of letters and telegrams from the Columbia Tailoring Co. to P. M. Eason & Co. are marked according to their dates Columbia Tailoring #1, #2, #3, #4, #5, #6, and #7.)

Ques. 52. Has or not there been any dispute between the Columbia Tailoring Co. and Eason & Copeland about these goods.

Ans. No, Sir.

Ques. 53. Have they or not at any time admitted or denied owing the money for which you are suing.

Ans. No, sir.

Ques. 54. Have they or not at any time ever admitted owing this money.

Ans. Yes, sir.

Ques. 55. To whom and how?

Ans. They have admitted it by correspondence with the Columbia Tailoring Co.

Ques. 56. Is that correspondence amongst that which has been filed as Exhibit No. 4.

Ans. Yes.

Ques. 57. Have you stated how you are connected with the Columbia Tailoring Co?

Ans. I am one of the firm.

Ques. 58. Is there anything further that you know which might be material to the issues of this suit.

Ans. No, sir.

Ques. 59. Nothing further that you wish to state?

Ans. No.

Cross Examination by Mr. Saunders.

Ques. 1. I understood you to say on your direct examination that you had charge of the office of the Columbia Tailoring Co. Please state whether or not you keep the books of the Columbia Tailoring Co.

Ans. No, sir, we have a bookkeeper, but I supervise the keeping of the books.

Ques. 2. Did you personally make the statement filed in the record as Exhibit No. 1?

Ans. I did not write the statement exhibited in the record but it is an exact copy of our books which I supervised.

Ques. 3. Did you compare the statement with your books.

Ans. Yes.

Ques. 4. You stated that the first letter written to Eason & Copeland relative to this statement was on January 4, 1913, is that true?

Ans. Why there might have been previous letters but the first letter we are filing was January 4, 1913.

- Ques. 5. You stated that your brother wrote these letters is that true?
- Ans. That is true.
- Ques. 6. If you have charge of the office why is it that you did not write these letters to Eason & Copeland?
- Ans. These letters were written as per my directions.
- Ques. 7. Do you supervise, inspect and sign every letter that goes out of your house?
- Ans. We let the typewritten signature remain as the signature of the letter, but the letter is re-read.
- Ques. 8. I did not ask you that, I asked you if you personally re-read every letter that goes our of your house.
- Ans. Most of them.
- Ques. 9. Then you admit that you do not re-read all of the letters?
- Ans. There might be one or two that pass me but very near all of them I re-read.
- Ques. 10. As a matter of fact you dictate most of the letters, do you not?
- Ans. I dictate their contents but I do not dictate direct to the stenographer, I dictate their contents.
- Ques. 11. As a matter of fact is it not true that you read over and inspect those letters that you dictate and those dictated by your brother are sent out as per his inspection?
- Ans. No, I read his also before the mail goes out.
- Ques. 12. Who collects mail, that is, who collects from the Post Office, at your place of business?
- Ans. It is delivered by a carrier.
- Ques. 13. Who opens the mail when it comes to your place?
- Ans. One of the members of the firm.
- Ques. 14. Will you please give his name?
- Ans. Either one of the members of the firm.
- Ques. 15. Mr. Rosenblatt, is it not true that all you know about these letters is that these letters are in your file purporting to

have been written by your brother to Eason & Copeland, of Portsmouth, Virginia.

Ans. No, sir.

Ques. 16. Is your brother also a member of the firm?

Ans. He is.

Ques. 17. Does your brother ever send out any letters for the firm himself?

Ans. He does.

Ques. 18. Do you mean to tell this Court that although each and every one of the letters you have filed were written by your brother who is a member of the firm and who sends out letters of his own dictation yet you supervise the writing of and inspect each and every one of these letters before leaving your place?

Ans. I mean to say that wherever a question of credit, financial credit is involved I direct the correspondence.

Ques. 19. Please state exactly what you mean by directing the correspondence.

Ans. I establish credit relations between customers and our firm and attend to the collection and settlement of accounts; have full charge of what is generally termed the credit department.

Ques. 20. Do you know Mr. J. W. Eason personally?

Ans. No, sir.

Ques. 21. Should you know him if he should walk into this office this morning.

Ans. No, sir.

Ques. 22. Then of your own knowledge you do not know whether the signature on the guarantee (Exhibit No. 2) is or is not the signature of J. W. Eason.

Ans. I do know that the signature on Exhibit No. 2 is the signature of J. W. Eason by a letter addressed to him and exhibited as Exhibit No. 3 which was sent by mail to Mr. J. W. Eason; his reply to my acknowledgement of his signature, appended to Exhibit No. 3 corresponds with the signature of J. W. Eason on Exhibit No. 2

and as this letter was sent by United States mail I take it for granted that nobody else opened up any correspondence to J. W. Eason other than himself.

Ques. 23. Mr. Rosenblatt did you personally mail the letter of March 6th filed as Exhibit No. 3 in this case to J. W. Eason?

Ans. I did.

Ques. 24. Who wrote that letter?

Ans. The letter was dictated to my stenographer by me personally.

Ques. 25. How do you sign, or how does your stenographer indicate by whom the letter was dictated?

Ans. By the letters of the dictators.

Ques. 26. What are your initials?

Ans. M. S. R.

Ques. 27. Other than the letter of March 6, 1912 have you ever received any correspondence or communication from J. W. Eason?

Ans. Not to my knowledge.

Ques. 28. At what place, Mr. Rosenblatt, was this agreement made and guaranty signed?

Ans. This guaranty was given to the keeping of P. M. Eason at Baltimore; P. M. Eason told me that he would take this guaranty to his father Mr. J. W. Eason for his signature. I do not know whether the guaranty was signed at Whaleyville or Portsmouth or any other place.

Ques. 29. At the time you delivered this guaranty to P. M. Eason was J. W. Eason present.

Ans. No, sir.

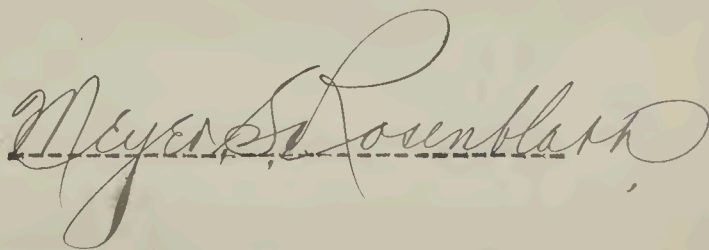
Ques. 30. Then you have had nothing from Eason except this letter (indicating Exhibit No. 3) and this guaranty (indicating Exhibit No. 2).

Ans. That is all.

Ques. 31. Mr. Rosenblatt, while you did not actually write this paper referred to as Exhibit No. 1, can you or can you not state

of your own knowledge whether or not the contents of the said paper is true?

Ans. I can state that it is true of my own knowledge.

A handwritten signature in cursive script, reading "Meyer S. Rosenblatt". The signature is written in dark ink on a light-colored paper. The name "Meyer S. Rosenblatt" is clearly legible, with the first letters of each word being capitalized and larger than the rest of the letters.

Testimony of Sigmund Rosenblatt.

By. Mr. Sullivan:

Ques. 1. What is your name, age, residence and occupation?

Ans. Sigmund Rosenblatt, sixty three years old, address 1433 Mt. Royal Ave., Baltimore, Md., occupation, manufacturer of clothing; senior member of the firm of Columbia Tailoring Co., consisting of myself Meyer S. and J. Harold Rosenblatt.

Ques. 2. What do you know about an account between your firm and Messrs. P. M. Eason and D. T. Copeland trading as Eason & Copeland of Portsmouth, Virginia.

Ans. I met Mr. P. M. Eason at our place of business in Baltimore asking for a line of samples. That was when the account was first opened. I do not know anything about any more till he owed us money. I went down to Portsmouth in December of nineteen hundred and twelve asked Mr. P. M. Eason for money. He told me he did not have any, that he would go down to his father and try to make arrangements to settle the account but we did not receive any money then I went down there again between Christmas and New Year, between the 25th of December and New Year, 1913. I met him at the office of Mr. Moe Levy. He said then he would try to get the money; he had tried from his father but he was not able to get it yet; we should give him a little more time. That is all I know about it.

Ques. 3. At the time when you talked to P. M. Eason at the office of Moe Levy, Esq., how much money did Eason & Copeland then owe your

firm?

Ans. I really do not know about that.

Ques. 4. Was it more or less than \$ 186.02?

Ans. I do not know whether he paid any money or not.

Ques. 5. Do you know how much Eason & Copeland now owe your firm?

Ans. I know that they owe us according to our statement, which is correct.

Ques. 6. What do they owe you according to your statement?

Ans. One hundred and eighty six dollars and two cents (\$186.02).

Ques. 7. Did they owe your firm more or less than the one hundred and eighty six dollars and twenty cents (\$186.20) at the time you spoke to Mr. P. M. Eason at the office of Mr. Levy.

Ans. I do not remember that.

Ques. 8. At the time you talked to Mr. P. M. Eason on the occasion last referred to state whether or not he denied or admitted or disputed the account with your firm.

Ans. He did not dispute no claim, he admitted it.

Ques. 9. Is there anything further that you know that might be material to the issues in this case?

Ans. Nothing more that I know of.

Ques. 10. You do not know J. W. Eason personally, do you?

Ans. No, sir, never saw him in my life.

Ques. 11. Never saw him in your life?

Ans. Never.



Testimony of J. Harold Rosenblatt.

By Mr. Sullivan:

Ques. 1. What is your name, age, residence and occupation?

Ans. J. Harold Rosenblatt, age twenty six years, residence, 1433 Mt. Royal Ave., Baltimore, Md., member of the firm of Columbia Tailoring Co., consisting of Sigmund Rosenblatt, Meyer S. Rosenblatt, and J. Harold Rosenblatt.

Ques. 2. What do you know, if anything, of an account between your firm and the firm of P. M. Eason & D. T. Copeland trading as Eason & Copeland of the City of Portsmouth, in the State of Virginia.

Ans. I know that we carried on business transactions with this firm for quite a length of time; that there account became overdue and after our repeated endeavors to have the accounts paid up by the said firm we were compelled to notify the guarantor asking for settlement. I have seen Mr. P. M. Eason on several occasions in Portsmouth, on all of which occasions, after the account became overdue upon my requests for a settlement of the account he urged me to allow him further grace stating that he was endeavoring to secure money from his father to close the account. At no time did he question the correctness of the account, always expressing himself as desirous of paying it himself and if unable to do so to secure assistance from his father, knowing that his father had guaranteed the account.

Ques. 3. Tell us how many times you saw Eason & Copeland or either of them in connection with this account?

Ans. I know of two instances and think that there were more. I saw P. M. Eason oftener.

Ques. 4. When did those interviews take place?

Ans. I saw P. M. Eason in January and February, approximately the middle of January and the middle of February, 1913.

Ques. 5. Where did you see him?

Ans. In Portsmouth, Virginia.

Ques. 6. Is there no way in which you can tell at what time in February that you saw him.

Ans. I cannot give you the exact dates.

Ques. 7. Can you tell us within two or three days?

Ans. About the middle of the month is as close as I can give you.

Ques. 8. Will you take this collection of correspondence, (indicating) marked Exhibit No. 4 and tell us what it is, if you know?

Ans. (Counsel for Defendants objects to the correspondence on the grounds heretofore assigned in the testimony of Meyer S. Rosenblatt, if these are the same letters.)

Ques. 9. Tell us what they are?

Ans. These are a number of letters repeatedly asking for a settlement of the Columbia Tailoring Co. account with P. M. Eason asking for money to meet this account upon the failure to send us satisfactory remittances and the answers thereto.

Ques. 10. Take these letters and telegrams, (indicating) or rather the carbon copies of letters and telegrams from Columbia Tailoring Co., to P. M. Eason, included in this correspondence, marked Exhibit No. 4 and more particularly marked for identification Columbia Tailoring #1, #2, #3, #4, #5, #6, and #7 and tell us who wrote the letters and telegrams of which these (indicating) purport to be carbon copies.

Ans. The original of these carbon copies were dictated by me to a stenographer.

Ques. 11. Who, if anyone, examined or inspected the originals of the letters and telegrams of which these (indicating Exhibit No.4) are carbon copies, after the stenographer had typewritten them?

Ans. The thought of these letters and telegrams was directed by my brother, Meyer S. Rosenblatt, and they were examined, after they were completed, by him.

Ques. 12. What became of the letters and telegrams after they were examined?

Ans. After they were examined the letters were sealed up and both they and the telegrams were directed to P. M. Eason & Co.; then taken charge of by my brother to be sent by due course of mail or

telegraph while on his way home.

Ques. 13. Which brother?

Ans. Meyer S. Rosenblatt.

Ques. 14. Will you look at the telegrams which are included in the correspondence (indicating) marked Exhibit No. 4 and are marked more particularly for identification Columbia Tailoring #6 and #7 and tell us if you ever saw the originals thereof.

Ans. I do not recall.

Ques. 15. Is there anything further that you know or can state which may be material to the issues in this case?

Ans. I can state that P. M. Eason at all times had full knowledge of his indebtedness to our firm without dispute; that he knew that we shipped him the merchandise on the strength of the guaranty of his father and he was endeavoring to collect money in to pay us so that we would not have to call on his father; as he told me when I saw him in Portsmouth in January that he was working towards this end and that he expected to drive to his father's place and secure money to pay the account if he were not able to pay the account from the collections of his business. I guess that is about all I know.

Ques. 16. Did you say when he told you that?

Ans. In January.

Ques. 17. Mr. Rosenblatt, will you look at this letter included in the correspondence marked Exhibit No. 4 and marked for further identification Eason #1 and state to whom it is addressed and by whom it is signed.

Ans. This letter is addressed to Mr. H. Rosenblatt, meaning myself. It is signed Earl W. Beaver. Beaver was at that time a clerk of Eason & Copeland.

(This letter objected to on the grounds that there is nothing in this record to show that the clerk of Eason & Copeland ever had authorized to bind Eason & Copeland by any statement that he made orally or in writing, nor is there anything here to show

that Earl W. Beaver was a partner in the firm of Eason & Copeland of Portsmouth, Virginia.)

Ques. 18. Will you take this letter just referred to and state what is meant by the new arrangement therein mentioned.

Ans. The new arrangement mentioned in this letter by Beaver is that Mr. Eason was to settle our past due account by going to his father for the money and we were to continue operations as before, after the past matured items had been paid.

Ques. 19. By whom had those arrangements referred to been made?

Ans. These arrangements had been spoken over with Eason by my Father in December and myself.

Ques. 20. Did you talk with Eason or Copeland or either of them about this arrangement.

Ans. Yes, sir, I simply tried to get him to pay his account.

Ques. 21. Who was present at the time this arrangement referred to in this letter from Beaver to yourself was proposed?

Ans. Beaver was present and had full knowledge of the status of the account.

(Question and answer objected to and all the questions and answers objected to that in any way refer to Earl Beaver or to anything that Earl Beaver has written as no connection has been shown between Earl Beaver and the partnership of Eason & Copeland and no writing has been shown that Earl Beaver by any of his writings or statements had any right to bind Eason & Copeland as the witness himself has testified that Earl Beaver was a clerk.)

Cross examination by Mr. Saunders.

Ques. 1. Do you know J. W. Eason?

Ans. No.

Ques. 2. Have you ever seen him?

Ans. No.

Ques. 3. Have you anything to indicate that such a man as J. W. Eason ever lived except the guaranty marked Exhibit No. 2 and the

letter marked Exhibit No. 3 filed in the record?

Ans. I have never heard of J. W. Eason in any other way except with the conversation with P. M. Eason.

(Answer objected to on the grounds that witness testified to heresay.)


Ques. 4. What I am getting at, Mr. Rosenblatt, is what you know of your own knowledge about J. W. Eason and not what somebody has told you.

Ans. Nothing.

Ques. 5. I understand you to say that Earl Beaver the writer of the letter to which you have just referred was a clerk in the store of Eason & Copeland, did you not?

Ans. Yes.

(All of the testimony in the nature of letters is objected to by counsel for the Defendants on the grounds that these letters are secondary evidence, that the letters from Eason & Copeland do not refer to any letter received from the Columbia Tailoring Co. and the chain between the letter of the Columbia Tailoring Co. and Eason & Copeland is broken.)



In conformity with the demand of attorney for Defendants that the Complainants produce the books showing the account with P. M. Eason & Co., Complainants herewith file original ledger sheets showing the said accounts (the same are attached together and filed herewith and marked by the Notary Public as Complainant's Exhibit No. 5).

...STATEMENT...
 Eason, E. D. E. Island
 Eason, E. D. E. Island
 Baltimore, Md. 11/4 1913
 Portsmouth Va

PHONE:
 C. & P., ST. PAUL 2073

7 AND 9
 EAST BALTIMORE STREET



TERMS:
 STRICTLY 30 DAYS NET

TO THE
 TRADE ONLY

Kindly report any error immediately. No claims allowed unless reported within 10 days of shipment.

Nov	27	1 b. P.	H. Sawyer	22 25
		1 b. P.	J. M. Spent	13 75
	29	1 b. P.	E. Deering	11 75
	30	1 Spent	P. Zack	13 50
Dec.	4	1 b. P.	H. Hunt	11 25
	13	1 Spent	J. H. Eason	19 00
		1 b. P.	W. O. Carter	17 50
		1 b. P.	J. S. Wilson	22 75
		1 Sp.	P. Fisher	4 00
	19	1 b. P.	G. W. Sawyer	18 25
		1	W. B. Hodge	18 25
		1 Spent	E. Deering	19 50
	20	1 b. P.	E. W. Banger	15 00
		1 Spent	J. W. Menden	16 25
		1 b. P.	J. Hayes	15 00
		1 -	W. Benton	10 00

Exhibit No 1

...STATEMENT...

Baltimore, 191

PHONE:
C. & P., ST. PAUL 2073

7 AND 9
EAST BALTIMORE STREET



TERMS:
STRICTLY 30 DAYS NET

TO THE
TRADE ONLY

Kindly report any errors immediately. No claims allowed unless reported within 10 days of shipment.

11	1 lb. P. P. M. Beans	12	25		
23	1 lb. P. P. M. Beans	12	00		
14601	1/3 yds Cloth	3	40		
14639	1/8	4	99		
13406	2/3	1	50		
13218	2/3	1	08		
13153	2/3	1	00		
13035	1/3	1	80	286	02
		<hr/>			

Mar 28	Cash Mchery			100	00
		<hr/>		186	02

E. H. H. Co 1
CA

To Messrs. Sigmund & Meyer S. Rosenblatt, Co-partners, trading
as the Columbia Tailoring Co., Baltimore, Maryland.

Gentlemen:

For and in consideration of the sum of one dollar to us
in hand paid by you, the receipt of which we hereby acknowledge, we,
the undersigned, jointly and severally, hereby guarantee, absolute-
ly and unconditionally, at all times unto you, the payment of any
indebtedness or balance of indebtedness of ~~Eason & Copeland~~ P. M. Eason
& T. D. Copeland proprietors, to you, to an amount not exceeding
Five Hundred (\$500) DOLLARS, whether such indebtedness now
exists or is incurred hereafter, and in whatever form it may be
evidenced.

We hereby waive notice of acceptance of this guaranty, and
all notice of the goods and merchandise sold by you to said ~~Eason &~~
Copeland, and all notice of defaults by the said ~~Eason &~~
Copeland, and we consent to any extension or extensions of the
time or times of payment of said indebtedness, or of any portion
thereof, and to any change in form or renewal, at any time, of such
indebtedness or any part thereof, or of any evidence thereof taken at
any time by you?

This is to be a continuing guaranty and the extension of the
time of payment or the acceptance of any sum or sums on account or the
acceptance of notes, drafts or any security from said ~~Eason &~~
Copeland, shall in no way weaken or impair the validity of this
guaranty. Should any purchases heretofore or hereafter made by the said
Eason & Copeland of you, be not paid at maturity, you shall have the
right to proceed against us, or any of us, jointly or severally, there-
fore, without any notice whatsoever and without any proceeding or action
against ~~Eason & Copeland~~ and we hereby waive any demand whatsoever for
payment.

This guaranty shall continue at all times to the amount of
(\$500) DOLLARS regardless of the amounts received from or
paid by the said Eason & Copeland until a written notice revoking
the same shall be received by you from us, but such revocation shall
not effect any liability incurred hereunder, previous to the re-
ceipt of such revocation. This guaranty shall bind us and our
heirs, executors and administrators,

This guaranty shall not be effected or abrogated in any
manner by any change in your firm, caused by the death or withdrawal
of any of the present members or by the admission of any new member
or members, or by any change from whatsoever cause.

Witness our hand and seals this 4th day of March A.D. 1912.

P. M. Eason (SEAL)
J. H. Eason (SEAL)

E + Subit # 2

J. M. Mason.

My dear Sir,

I have the honor to acknowledge the receipt of your letter of the 10th inst.

in relation to the above mentioned matter.

I am sorry to hear that you are not satisfied with the result.

I will endeavor to do all in my power to satisfy you.

I am, Sir, very respectfully,
Your obedient servant,

J. M. Mason.

10th Nov 1853

10th Nov 1853

10th Nov 1853

10th Nov 1853

10th Nov 1853

10th Nov 1853

10th Nov 1853

10th Nov 1853

10th Nov 1853



PHONE—C. & P. ST. PAUL 2073.

CABLE—COLTAICO.

TAILORS TO THE TRADE

7 and 9 East Baltimore Street.

Baltimore, Md. March 6th, 1912.

Mr. J. W. Eason,
Whaleyville, Va.

Dear Sir:-

We acknowledge receipt of guarantee of \$500 from you,
signed on the 4th day of March, 1912, guaranteeing the firm of
Eason and Copeland, composed of Mr. P. M. Eason and T. D. Copeland.
Kindly acknowledge receipt of this acknowledgement, and oblige,

Yours very truly,

Columbia Tailoring Co.

Exhibit No 3

Dict. MSR/LG

*Yes I signed for those
boys, Eason & Copeland. P. M.
Eason and T. D. Copeland. I hope
there will be no further trouble
J. W. Eason.*

Signed J. H. Case

P. M. EASON & CO.

High Art Tailors

606 HIGH STREET

Portsmouth, Va.,

March 11, 1913

The Columbia Tailoring Co
Baltimore Md.

Dear Sirs-

Your statement duly received
and must say that we are unable
to pay same off right now, but will
do our best to settle same before long.

If you would fill our orders we would
soon be in position to pay the old
bill in full. We could sell many
suits along now from your line but
we know it is useless to take orders as
same will not be filled by you. We
would not have to sell very many suits,
with the deposit we require, before we could
pay the past due account and we
would do as if you would only give us
an opportunity.

We don't desire to have suits sent C.O.D.
we have two orders which you will find
inclosed in this letter please let us

Exhibit #4

(Sum #4)

P. M. EASON & CO.

High Art Tailors

606 HIGH STREET

Portsmouth, Va.,

kindly return mail what the suits will cost, with extras, if any, and we will send check for same before the suits are shipped to us, providing this is satisfactory to you. We much prefer this to sending Cash Orders.

Hope you will re-consider this time, and give us a chance to pay the bill off and continue to do business with you. I am confident that you will not lose, but gain if you will only furnish us with suits for the next sixty days.

Prospects are very bright now for us if we can get the goods. We can get plenty of goods from other places, but rather deal with you all, as we have your line here, and have a trade somewhat established in a way in your line. On other words all our customers seem to be pleased with the suits we have sold from your line and most of them will want suits again.

Hoping to hear from you soonably
I am your P. M. Eason & Co.

In the Circuit Court of Nansemond County, Virginia-

Columbia Tailoring Company-----

vs-----In Chancery-----

P.M.Eason et Als---

On the motion of the plaintiff by counsel, with the consent of the defendants by counsel, it is ordered and decreed that this cause be dismissed, and the same is hereby done, that the taxed costs be paid by the plaintiff, if not already paid, and that this cause be removed from the docket.

Columbia Tailoring Company-

VS

P.M. Eason et Als----

Decree Dismissing Cause-

To be entered this / 2 . day
of October, 1914.

James W. Moore

~~We consent to the within decree~~

Order Book No. 4 -
Page 664

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND, VIRGINIA:

Sigmund Rosenblatt, & Meyer S. Rosenblatt,
trading as Columbia Tailoring Company

COMPLAINANTS.

VS.

P. M. Eason, T. D. Copeland, trading as
EASON & COPELAND, ~~J. W. Eason~~, J. W.
Eason, Lucy A. Eason, Lila Harrell, Trustee
for Genie B. Harrell and Genie B. Harrell.

DEFENDANTS.

To the Honorable Circuit Court of Nansemond County:

Your complainants Sigmund Rosenblatt and Meyer S.
Rosenblatt, trading as Columbia Tailoring Company, respectfully
represent*:

(1) That J. W. Eason, was on or before the 10th., day
of February 1913, indebted to your complainants in the sum
of One Hundred and Eighty Six Dollars (\$186.02) and Two
Cents. This claim is due by a certain written guaranty signed
sealed and delivered by the said J. W. Eason, in which the
said J. W. Eason, guarantees to your complainants the payment
of an indebtedness or balance of indebtedness of P. M. Eason,
and T. D. Copeland, trading as Eason & Copeland to an ~~account~~^{amount}
not exceeding Five Hundred Dollars (\$500.00). That credit
was extended and goods sold to the said P. M. Eason and
T. D. Copeland, trading as Eason and Copeland by reason of
and on the strength of the said guaranty. That on or before
the tenth day of February 1913, the said firm of P. M.
Eason and T. D. Copeland, trading as Eason and Copeland,
was indebted to your complainants in the said sum of One
Hundred and Eighty Six (\$186.02) and Two Cents, and that this
said indebtedness is guaranteed and due by the said J. W.
Eason.

(2) That due demand has been made to the said

J. W. Eason for the said debt, but that he has neglected and refused and still neglects and refuses to pay the same.

(3) That on January 4th., 1913, January 7th., 1913 and January 10th., 1913, letters were written by your complainants to the said P. M. Eason and T. D. Copeland, trading as Eason and Copeland, demanding the prompt settlement of their account. That on February 9th., 1913, your complainants telegraphed the said P. M. Eason and T. D. Copeland, trading as Eason and Copeland, for a prompt payment of their account at once. That in the said letters notice was given that the said ~~owner~~^{quasi-partner} J. W. Eason, would be called on for this money. That the said J. W. Eason knew of the condition of the business of the said Eason and Copeland and had notice that he would be called on for this money.

(4) That anticipating that he would be called on for this money and that judgment would be recovered, the said J. W. Eason, with the object and intent to prevent their realizing anything from the defendants property, conveyed by Deed dated February 10th., 1913, recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, on February 11th., 1913, in Deed Book 74, at Page 210, to Lucy A. Eason, who is the wife of the said J. W. Eason, and described in said Deed as his wife, all of his property out of which your complainants might have collected the debt herein specified, consisting of the following property;

All that certain tract, piece or parcel of land situate lying and being in Cypress Magisterial District, County of Nansemond and State of Virginia, containing one hundred (100) acres, more or less, sold in gross and not by the acre

and bounded and described as follows: Bounded on the North by the lands of ~~W~~alter Briggs and Charlie Riddick, on the East by the lands of Ernest Taylor and Joseph Baines, and on the South by the lands of B. P. Baker and others, and, on the West by the lands of B. P. Baker and others.

SECOND . One horse, two mules, ten head of cattle, ten head of hogs, Farming implements of every kind and description, two carts, wheels and harness, also all household and kitchen furniture. Together with all and singular the appurtenances belonging to the same.

The above mentioned Deed is hereby made a part of this bill, being filed herewith, marked "Exhibit A", and prayed to be read as a part of this bill.

Your complainants allege and charge that no consideration whatever passed from the said Lucy A. Eason to the said J. W. Eason for the said Deed, that the same was made to hinder, delay and defraud your complainants and other creditors, that they are entitled to have the said Deed set aside and the property therein embraced and subjected to the payment of your complainants said debt.

That the record in the Clerk's Office of the Circuit Court of Nansemond County shows that the said Lucy A. Eason and Joseph W. Eason, her husband, signed a Deed of Trust on February 11th., 1913, on the said property to Eila Harrell, Trustee for Genie B. Harrell, to secure an indebtedness of Five Hundred (\$500.00) Dollars.

$\frac{1}{2}$ In consideration whereof, and for as much as your complainant is remediless in the premises save by the aid of a Court of equity, they pray that the said P. M. Eason T. D. Copeland,, trading as Eason and Copeland, J. W. Eason

Lucy A. Eason, Lila Harrell, trustee for Genie B. Harrell, and Genie B. Harrell, may be made parties defendant to this bill and required, but not on their oaths, to answer the same, the oaths being hereby waived; that proper process issue; that the said Deed above mentioned be set aside as fraudulent and void and that the property embraced in the said deed, or so much as is necessary to satisfy your complainants claim, sold, and the proceeds applied to your complainants said claim; and that your complainants may have all such further and other and general relief in the premises as the nature of their case may require, or to equity shall seem meet.

Sigmund Rosenblatt and
Meyer Rosenblatt being
 as
Columbia Tailoring Company COMPLAINANTS.

August M. [unclear] Counsel.

Columbia Tailoring Company,

VS.

Eason & Copeland and J. W. Eason
and others.

BILL OF COMPLAINT.

Filed Dec. 3, 1913.

J. E. Bunting, Clerk.

By S. J. Parker,

Att'y.

Hugh S. Holland, p. 9.

Sigmond Rosenblatt &
Mayer S. Rosenblatt,
trading as Columbia
Tailoring Company
vs. Chaney.

P. M. Eason et al.

Final Decree entered
Oct. 12-1914

Deposit (Paid) \$750

Clark + his family 7.24
Sheriff 300

Writ Tax

\$1024
1500

Total

\$1174