

1933-151

Nansemond County (Suffolk)

Chancery Causes: Annie Meade Whitley

179

vs

Wesley Whitley, Jr & C

* All old chancery cases dismissed in this year

Jacobson Bros], Annie Meade Whitley & Son]

Received of W.M.Birdsong, Receiver in the
cause of Annie Maude Whitley against Wesley Whit-
ley, Jr and Jacobson Bros. pending the Circuit
Court of Nansemond County, the sum of Ten (\$10.00)
Dollars, for auctioneer fee in this cause.

July 31, 1934

E.B. Rawls Sheriff

County of Nassau to-wit:
To *Lyster Brinkley 5th* of said *County*

18
18
1772
372

I HEREBY COMMAND YOU in the name of the Commonwealth of Virginia, to summon
Wesley Whitley Jr., if to be found in your district, to appear
at *90 Prudery Store* in said *County* on the
3 day of *July*, 192*5* at *2* o'clock, *P*. M., before me or such
other Justice of the said *County* as may then be there to try this warrant, to answer
the complaint of *Jacobson Bros.*

upon a claim for money for the sum of *\$58.34* Dollars
due by *and check*. And then and there make return of this warrant.

Given under my hand this *27* day of *June*, 192*5*
Geo B. Barber J. P.

Jacobson Bros
vs.
Wesley Whitley Jr.

In debt

31 day of *July*, 192*5*

Judgment, That the plaintiff recover of the defendant *\$58.34* Dollars
with interest from the *24* day of *April*, 192*5*, till paid
and *4.75* Dollars for his cost.

Geo B. Barber J. P.

County of Nassau, to-wit:
To *Lyster Brinkley 5th* of said *County*

I COMMAND YOU, in the name of the Commonwealth of Virginia, that of the goods and
chattels of *Wesley Whitley Jr.* in your district, you cause to be made the

COSTS	
Justice	<i>2.00</i>
Constable	<i>1.00</i>
Clerk	<i>75</i>
Witness	<i>50</i>
	<i>\$4.25</i>

sum of *58.34* Dollars, with interest thereon,
from the *24* day of *April*, 192*5*, till paid
which *Jacobson Bros* recovered before me in
a warrant in debt, and also the sum of *4.25* Dollars
which were adjudged to the said *Jacobson Bros*
for *his* costs in prosecuting *this* said warrant, and make
return of this writ within sixty days

Given under my hand this *3* day of *July*, 192*5*
Geo B. Barber J. P.

Jacobson Brad

vs. }

JUSTICE'S CIVIL WARRANT
JUDGMENT AND EXECUTION

I have on this 27th
day of June, 1925, served
and executed the within warrant by delivering
a copy to the within named. in Person

Wesley Whitley Jr.
458.34

A. B. Hawley

Served by A. B. Hawley

Beh at Pruden store for Cyrus Pruden
July 3 - 2 Pm

adv. cost per

Dr. 2.00
offin 1.00
75

5834 - Dr. Pruden
373 - cost
3483 cost

\$67.92

Wesley Whitley paid \$15.00 on Jacobsen account

VIRGINIA;

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Annie Maude Whitley Complainant

v.

Wesley Whitley, Jr., and Jacobson Bros.....Defendants.

To the Honorable James L. McLemore, Judge:

Your receiver, W.M.Birdsong, respectfully reports:

That by an order entered November 21, 1925, W.M.

Birdsong was appointed receiver of the personal property in this cause, to-wit: stock of goods, scales, and fixtures generally used in conducting a merchandise business, together with the accounts and other obligations due the partnership as a result of their business at Everetts Bridge, Virginia.

That your receiver immediately gave bond as required in this cause, and after having an inventory made by two disinterested persons, the property was advertised in the Virginian Pilot, a newspaper having a circulating in this county, and by hand bills or posters, one of which was sent to each of the creditors, and sold at public auction, December 18, 1925, to R.E.Martin, for the sum of Two Hundred Eighty-eight Dollars and Seventy-five Cents (\$288.75), and that said sale was confirmed December 28, 1925, and a bill of sale was given to R.E.Martin upon the payment of the said purchase price.

That the judgment of Jacobson Bros. against Wesley Whitley, Jr., dated April 24, 1925, and on which judgment an execution was issued, and by virtue of said execution the interest of Wesley Whitley, Jr., in the partnership of Annie Maude Whitley & Son, was sold at public auction to Jacobson Bros., does not create a lien on the partnership

assets, because the judgment of Jacobson Bros. is an individual liability, and the interest of a partner is his share of the surplus after the payment of the partnership debts and the adjustment of the accounts between the partners, and until the partnership debts are paid the individual creditors can have no interest in the partnership property, and in this case there is no surplus for the partners, the entire sum going to pay the partnership liabilities.

Your receiver further reports that he has in his files a claim for taxes against Annie Maude Whitley, personally, and that he has not reported same for payment in his scheme of distribution because this is an individual liability and as there are not sufficient funds to pay all the firm debts this individual liability can not share in the proceeds from the sale of the partnership property.

The expenses incurred in the the sale of the property in this cause are as follows:

Bond	\$ 5.00
Inventory.....	15.00
Newspaper advertisement.....	10.20
Posters	6.00
Auctioneer.....	10.00
Bill of sale.....	5.00
<i>Cert</i>	<i>3 50</i>
	<u>\$54.20</u>

This leaves a balance of Two Hundred Thirty Seven Dollars and Fifty-five Cents (\$237.55), and your receiver recommends that the said sum be distributed in accordance with the following schedule:

Chas.B.Godwin, Jr., Drawing bill..	\$ 25.00
and attorney's fee.	
W.M.Birdsong, 10% Commission.....	28.88
Taxes	15.54
Kirk & Company, rent.....	70.00
Stern & Company, Judgment dated August 22, 1925.	66.65

Grimes, Carroll, & Richardson, Inc.
Judgment dated September, 29, 1925

	\$ 31.48
	<u>\$237.55</u>

Wherefore, your receiver recommends that the above report be confirmed, and that W.M.Birdsong, receiver, be directed to pay out the funds now in his hands in accordance with the above schedule of distribution, and that he be discharged from further services in this cause.

W. M. Birdsong
Receiver.

June 23, 1926.

VIRGINIA:

CIRCUIT COURT OF
NANSEMOND COUNTY.

ANNIE MAUDE WHITLEY

v(Report of Receiver)

WESLEY WHITLEY, Jr. and
JACOBSON BROS.

Filed June 13, 1934
W. M. Birdsong
Atty

WILLIAM M. BIRDSONG
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

No. _____

SUFFOLK, VA. Aug 10 1925

PAY TO THE
ORDER OF

H. S. Holland

\$ 18.00

Eighteen

DOLLARS

FOR _____

TO AMERICAN BANK & TRUST CO.,
68-125
of SUFFOLK, VA. }

Lesley Whittey Jr

No. _____

SUFFOLK, VA. Aug 17 1925

PAY TO THE
ORDER OF

H. S. Holland

\$ 18⁰⁰

Eighteen

DOLLARS

FOR _____

TO AMERICAN BANK & TRUST CO.,
68-125
of SUFFOLK, VA.

Wesley Whitty Jr

No. _____

SUFFOLK, VA. *Aug 24* 192*5*

PAY TO THE
ORDER OF

H. L. Holland

\$ *17.⁷²/₁₀₀*

Seventeen and 72/100

DOLLARS

FOR

TO AMERICAN BANK & TRUST CO.,
68-125
of SUFFOLK, VA.

Wesley H. Little Jr.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Annie Maude Whitley.....Complainant.

vs. Exception to report of Receiver.

Wesley Whitley, Jr, and Jacobson Brothers Defendants.

To the Honorable James L. McLemore, Judge.

Your respondent, Jacobson Brothers, respectfully except to the report of W. M. Birdsong, receiver, filed in the clerks office of Nansemond County, Virginia, in the above styled matter, on June 23rd, 1926. for the following reasons, to-wit:

(1) That the said receiver failed to include in his report the judgment of Jacobson Bros. gotten against Wesley Whitley, Jr. on 24th day of April, 1925, as one of the preferred creditors of the firm upon whose assets he is administering, in this cause, the said debt being a partnership debt and judgment having been gotten prior to all of those listed in said report, namely, Stren & Company, Judgment dated August 22, 1925, and Grimes, Carroll, & Richardson, Inc, Judgment dated September, 29, 1925., the said Judgment gotten against the said Wesley Whitley, Jr., should be paid prior to the payment of the judgments therein mentioned.

(2) The judgment gotten against the said Wesley Whitley, Jr. is really a partnership judgment, as he held himself out as being the owner and operator of the said store at or near Everetts Bridge, Nansemond County, Virginia, he buying and selling in his name, holding himself out as owner, paying his bills with his personal checks, keeping his bank accounts in his personal name, and in none of his transactions did he give creditor off any notice of any other partner, that the said judgment was intended as a partnership judgment, that there was no intention to hold the said Wesley Whitley, Jr. individually liable, but that there was no reason for your respondents to know of the alleged partnership of Annie Maude Whitley & Son, and for this reason

the said Annie Maude Whitley should be estopped to deny that the said judgment of Jacobson Brothers against the said Wesley Whitley, Jr. is a partnership affair.

Now, therefore, your petitioner asks that they be declared preferred creditors in this cause, and be allowed ~~to~~ their share of the proceeds of the sale herein reported by said receiver.

Jacobson Bros.

Wm. L. Holland
Their Attorney.

Annie Maude Whitley.... Plaintiff
vs. Exceptions to report of receiver.
Wesley Whitley, Jr. &
Jacobson Bros. of
Portsmouth, Va. Defendant.

Filed
July 23, 1914
H. E. Priddy
Clerk

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF HANRIMOND COUNTY.

Annie Maud Whitley Complainant

v.

Wesley Whitley and Jacobson Bros. Defendants.

This cause came on this day to be heard upon the papers formerly read, the answer of Jacobson Bros., defendants, the report of W. M. Birdsong, Receiver, and the exceptions to said report by Jacobson Bros., defendants, and was argued by counsel.

On consideration whereof the court doth sustain the exception of the defendants to said report asking that the defendants be declared a preferred creditor in this cause, and allowed their share of the proceeds of the sale reported by said Receiver, but doth confirm said report in all other respects and particulars.

It is, therefore, ordered, adjudged and decreed that the said W. M. Birdsong, Receiver, pay out the following expenses incurred in the sale of the property in this cause: Bond \$5.00; Inventory \$15.00; Newspaper advertisement \$10.20; Posters \$6.00; Auctioneer \$10.00; Bill of sale \$5.00; Cost of suit \$5.00: Total, \$56.20; and that the balance in the hands of the Receiver, aggregating the sum of Two Hundred Thirty Two Dollars and Fifty five Cents (\$232.55) be paid out and distributed as follows:

To W. H. Birdsong, Receiver, 10% commission	\$28.88
To C. B. Godwin, Jr., drawing bills and attorneys' fee	25.00
Taxes	15.54
Kirk & Company - rent	70.00
To Jacobson Bros. principal on judgment	58.34
To Jacobson Bros. costs	10.58
To Jacobson Bros. interest to date	4.37
To Stern & Company	<u>19.84</u>
Total	\$232.55

That receipts and vouchers be taken for the payment of the above distribution and expenses and that the said Receiver report his actions hereunder to the court.

VIRGINIA:
IN THE CIRCUIT COURT OF
HANSMOND COUNTY.

Annie Maud Whitley

v.

Wesley Whitley and Jacobson
Bros.

Entered 30th day of July, 1926

Jas L. McDonald

#6, page 27.

We consent:
High J. Halland atty
Jacobson Bros.
C. B. Ludwig atty for
Complainant

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Annie Maude Whitley.....Complainant

v.

Wesley Whitley, Jr., and Jacobson Bros.....Defendants

To the Clerk of said Court:-

Kindly issue subpoena in chancery against
the above named defendants, returnable to ~~Said Court~~ *Just. November*

Rules, 1925.

No deposit.

Chas. B. Godwin
Solicitor.

*10-30-25- Process issued & returned to Mr. Puller
1st Monday, 1925-*

Memo,
Rules Notes

Virginia:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Annie Maude Whitley----- Complainant

v.

Wesley Whitley, Jr., Jacobson Bros.
of Portsmouth, Va. ----- Defendant.

This day came the plaintiff and filed her bill, and upon notice to the defendants, moved the court to appoint a receiver of the personal property in this cause, to-wit: stock of goods, scales, and fixtures generally used in conducting a merchandise business, together with the accounts, ^{and other obligations due the plaintiffs as a result of the operation of} in their ~~store~~ ^{business} at Everetts Bridge, Nansemond County, Virginia. And the court being satisfied from the bill and exhibits, and affidavits filed herein of Annie Maude Whitley, that a proper case for the appointment of a receiver has been thus shown, and reasonable notice of this application having been given to said Wesley Whitley, Jr., and Jacobson Bros., it is hereby adjudged, ordered and decreed that W.M. Birdsong be, and he is hereby appointed receiver for the said property, and is authorized to take possession thereof and sell said property in bulk or at retail, as in his discretion may seem proper, after and inventory thereof has been first taken by two disinterested persons. But before the said receiver shall act under this decree he shall give bond with sufficient security to be approved by clerk of this court, in the penalty of \$250-, conditioned for the faithful performance of his duties as such receiver.

In the Circuit Court of
Nansemond County, Virginia.

Annie Maude Whitley

v. Order

Wesley Whitley and
Jacobson Bros.

Enter Nov 21. 1925
Jas. L. Williams

5, pg. 5-75-

Received of W. M. Birdsong, Receiver, in the cause
of Annie Maud Whitley against Wesley Whitley and Jacobson Bros.
pending in the Circuit Court of Nansmond County, the sum of
TWENTY FIVE (\$25.00) DOLLARS, for drawing bills and attorney's
fee.

Chas B Godwin Jr

July 31, 1924

Lee Britt

Received of W. M. Birdsong, Receiver, in the
cause of Annie Maud Whitley against Wesley Whitley and
Jacobson Bros. pending in the Circuit Court of Nansemond
County, in the sum of ^{nineteen} ~~NINE~~ DOLLARS AND EIGHTY FOUR CENTS
(\$19.84). *on judgment in our favor against Annie
Maud Whitley & Wesley Whitley & Co*

July 31, 1926

Stewart Co
Ray Lee Britt,
Atty,

M

TAXES AND LEVIES, 1925

LOWER CHUCKATUCK DISTRICT

Land.....Page.....Line.....

Personal Property...Page.....Line.....

Income.....Page.....Line 20

To C. R. FULGHAM, Treasurer of NANSEMOND COUNTY, VIRGINIA, Dr.

No. 10541

Local Rates on Intangibles
Class 1.....for Roads, 20 cents on \$100
Classes 5, 2....for Roads, 30 cents on \$100

Valuation

Rate of
State Tax
on \$100

State Tax

Rate of
Local Levies
on \$100

Local Levies

Total
Tax and
Levies

Real Estate.....Acres \$

\$.25

\$

\$ 1 85

\$

Real Estate.....Acres

.25

1 85

Real Estate.....Acres

.25

1 85

Tangible Property.....

.25

1 85

Class 4 (Money).....

.20

NO NE

NO NE

Class 6 (Bonds of Counties, Cities and Towns
of this State).....

.35

NO NE

NO NE

Class 1 (Bonds, Notes and other
evidences of debt).....Value \$

.35

20

Class 5 (Shares of Stock) Value \$

.80

30

Class 2 (Capital).....

.85

30

Income.....

{1% up to
\$3,000; 2%
on excess}

NO NE

NO NE

Merchandise.....

800 -

NONE

NO NE

14 80

14 80

Banks.....

NONE

NO NE

State Poll (or Capitation) Tax.....

1 50

NO NE

CREDITS

Total Taxes and Levies.....\$

\$ 14 80

Date

Account

Amount

Received payment:

Five Per Cent. Penalty.....

Total Taxes, Levies and
Penalty.....

Treasurer

LOCAL RATES—REAL ESTATE AND TANGIBLE PROPERTY

County and District

County Levy.....	65
County School Levy.....	80
District School Levy.....	05
District Road Levy.....	30
Parish or Poor Levy.....	00
Total.....	\$ 1.85

Received of W.M.Birdsong, Receiver in the
cause of Annie Maude Whitley against Wesley Whitley,
Jr. and Jacobson Bros, pendingⁱⁿ/the Circuit Court
of Nansemond County, the sum of Fifteen (\$15.00)
Dollars, for inventory in this cause.

July 30, 1926

C. H. H. H.

R. J. Gilliam

Per (D)

Hugh Holland

Received of W. M. Birdsong, Receiver, in the
cause of Annie Maud Whitley against Wesley Whitley and
Jacobson Bros. pending in the Circuit Court of Nansemond
County, the sum of FIFTY EIGHT DOLLARS AND THIRTY FOUR
CENTS (\$58.34), principal on judgment. And the sum of Fourteen
Dollars and ninety five cents (14.95) cost and interest.

Hugh L. Holland
per M. J.

July 31, 1924

R. TOWNIE PILAND

CHESTER A. RAGSDALE

PILAND PRINTING COMPANY

PRINTERS - PUBLISHERS - BINDERS

Loose Leaf Work A Specialty

125-127 South Main Street

PHONE 428

SUFFOLK, VA., Jan. 1, 1926

SOLD TO William Birdsong

Dec. 12,--Printing Bills (Annie Whitley)

\$6.00

*Said 1/20/26
Piland Ptg Co
Piland*

FIRE
RAIN
RENTS
GLASS
TEAMS
ENGINE
TORNADO
ELEVATOR
LIABILITY
LIGHTNING
AUTOMOBILE
LEASE HOLD
PARCEL POST
STEAM BOILER
REGISTERED MAIL
TOURIST BAGGAGE
USE AND OCCUPANCY
RIOT AND CIVIL COMMOTION

Mr. W. M. Birdsong
City

SUFFOLK, VA., Jan. 6th., 1926

Suffolk Insurance Corporation

National Bank Building

Phone 323

LIFE
HAIL
THEFT
WHEEL
CREDIT
HEALTH
PROFITS
ACCIDENT
BURGLARY
EXPLOSION
ELECTRICAL
SURETY BONDS
OCEAN MARINE
INLAND MARINE
FIDELITY BONDS
SPRINKLER LEAKAGE
WORKMEN'S COMPENSATION

Policy Date	Policy No.	Company	Term	Premium	Property Insured
-------------	------------	---------	------	---------	------------------

11/30 R614869 Nat. Surety 1 Yr. \$5.00 \$250- Bond

Kindly send check in enclosed envelope to reach us before Jan. 15th., 1926

This Account Is Payable On Or Before The 15th of Jan.

Extension of Credit beyond above date constitutes rebating and punishable by law, by a fine and revocation of Certificate of Registration

Folio

192

From

TO

Dec 15 -

Norfolk, Va.,

March 26 1928

M

Wm M. Burdson

Receiver

To Virginian and Pilot Publishing Company, Dr.

ADVERTISING

every other day
475 - 4 in adv.

Full Matter and make
Whitely -

\$10.20

Received Payment, VIRGINIAN AND PILOT PUBLISHING CO.

Per

Daisy McNeely

AUCTION SALE

— OF —

Stock of Merchandise

By virtue of authority vested in me, pursuant to an order entered November 21st, 1925, in the matter of Annie Maude Whitley and Son, the undersigned will offer for sale at Public Auction, on

Monday, December 21, 1925

At 11 o'Clock A. M.,

In front of the store formerly occupied by Annie Maude Whitley and Son, Everetts Bridge, Virginia, a stock of merchandise, scales and fixtures generally used in conducting a merchandise business, together with the accounts and other obligations due the partnership as a result of the operation of their business at Everetts Bridge, Virginia. This merchandise consists of groceries, shoes, dry goods, clothing, medicine and farming implements, and will be sold as a whole. Anyone desiring to see an inventory may obtain same from the undersigned, at his office in the National Bank of Suffolk, Suffolk, Virginia.

The right is reserved to reject any and all bids. Sale will be made subject to confirmation of the Circuit Court of Nansemond County, Virginia. The successful bidder will be required to deposit ten per cent of the purchase price with the undersigned at the time the property is knocked down to the purchaser.

TERMS: CASH.

W. M. BIRDSONG, Receiver.

I hereby certify that the bond required in the above mentioned order has been duly given.

G. E. BUNTING, Clerk.

December 11, 1925.

del5,eod-4t

Received of W.M. Birdsong, Receiver, in the
cause of Annie Maud Whitley against Wesley Whitley
and Jacobson Bros. pending in the Circuit Court of
Nansemond County, Virginia, the sum of Five Dollars
(\$5.00) for bill of sale.

W. M. Birdsong

July 31, 1956

Received of W.M.Birdsong, Receiver, in the
cause of Annie Maude Whitley against Wesley Whitley Jr.
and Jacobson Bros., pending in the circuit court of
Nansemond County, Virginia, the sum of Twenty Eight
Dollars and Eighty-eight Cents (\$28.88), commissions
as receiver in this cause.

W. M. Birdsong

July 31, 1926

Kirk Co.

Received of W. M. Birdsong, Receiver in the cause
of Ammie Maud Whitley against Wesley Whitley and Jacobson Bros.
pending in the Circuit Court of Nansemond County, the sum of
SEVENTY (\$70.00) DOLLARS, for rent.

The Kirk Company
By J. R. Kirk

July 30, 1926

Received of W. M. Birasag,
receiver in the case of Annie Maud
Whitely against Wesley Whitely, Jr. and
Jacobson Bros the sum of Two (\$2.00)
Dollars, the cost in this cause

August 2, 1924

J. E. Bunting's Check.
By M. K. Lardner, D. C.

VIRGINIA:

IN THE CIRCUIT COURT OF NANTMOND COUNTY.

Annie Maud Whitley Complainant

v.

Wesley Whitley and Jacobson Bros. Defendants.

This cause came on this day to be heard upon the report of W. M. Birdsong, Receiver, dated the 2nd day of August, 1926, and it appearing to the court that the said W. M. Birdsong, Receiver, has paid out and distributed the amounts directed to be paid out and distributed by an order entered in this cause on the 30th day of July, 1926, the said report of the said W. M. Birdsong, Receiver, is hereby confirmed, and it is ordered that the said W. M. Birdsong, Receiver, be discharged.

VIRGINIA:
IN THE CIRCUIT COURT OF
HANSEMOND COUNTY.

Annie Maud Whitley

v.

Wesley Whitley and Jacobson
Bros.

Entered August 2, 1926.
Jas. L. McNamee

#6, page 28

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Annie Maude Whitley

vs.

Wesley Whitley Jr., and Jacobson
Bros., of Portsmouth, Virginia.

)
)
) Answer.
)
)
)

The answer of Jacobson Brothers, to a bill of complaint filed against them in the Circuit Court of Nansemond County, Virginia, by Annie Maude Whitley, Complainant.

These respondents reserving to themselves the benefit of all just exceptions the said bill of complaint, for answer thereto, or so much thereof as they are advised that it is material they should answer, answers and avers:

They knew of the store at Everetts Bridge, Nansemond County, Virginia, having visited said store and sold bills of goods to the said Wesley Whitley, Jr. who represented himself to be the owner and operator of said store, he buying and selling in his own name, using stationery with his name, only on it, paying for the goods with checks signed in his own name, he keeping the checking account of said store in the name of the said Wesley Whitley, Jr.

(2) If the said Annie Maude Whitley was ever in fact a partner of the said store the same was never divulged to the creditors of the said store, that she never had anything to do the running of said business, that she was a mere dormant partner and not in a true sense a partner of the said business, and that if she was a partner she is now estopped to deny that the judgment gotten against the said Wesley Whitley, Jr for goods sold in the said store is not a partnership judgment.

(3) The judgment gotten against the said Wesley Whitley, on the 31st day of July, 1925, was in fact a judgment against the partnership, if such there was, as the same was secured on a bill of goods bought by the said Wesley Whitley, in his name and put in the said store, the same being sold to the public

as the goods of the said Wesley Whitley.

The goods were paid for with a check drawn on American Bank & Trust Company, payable to Jacobson Bros., for the sum of \$29.17, and signed by the said Wesley Whitley, Jr., and the judgment in question was gotten in part on the said check which was dated on April 24, 1925, the said check having been returned unpaid to the said Jacobson Bros.

And now, having fully answered the complainant's bill, these respondents pray to be hence dismissed with their reasonable costs by them in this behalf expended.

Jacobson Brothers.

By

Hugh J. Holland
Their Attorney.

STATE OF VIRGINIA,

CITY OF SUFFOLK, TO-WIT:

Jacobson Brothers, the respondents named in the foregoing answer being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be on information, and that so far as they are therein stated to be upon information they believe them to be true.

Taken, sworn to and subscribed before me, _____,

Notary Public of and for the City and State aforesaid, in my City aforesaid, this _____ day of July, 1926.

Notary Public.

Annie Maude Whitley....Plaintiff.

vs.....Answer

Wesley Whitley, Jr. &
Jacobson Bros. of
Portsmouth, Va.....Defendant.

Filed July 23, 1874
H. E. Pembrey
Clk.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Annie Maude Whitley.....Complainant

v.

Wesley Whitley, Jr., Jacobson Bros.,
of Portsmouth, Va.....Defendants.

To the Honorable James L. McLemore, Judge:-

Your complainant respectfully represents that for
sometime prior to the *4th* day of *March*, 1925, your
complainant and Wesley Whitley, Jr., operated and conducted
a general merchandise store at Everetts Bridge, Nansemond
County, Virginia, in partnership with each other; and said
merchandise business was conducted under the name and style
of Annie Maude Whitley & Son; that said business consists of
stock or goods, scales, and mixtures generally used in conduct-
ing a general merchandise business; that said business was
operated as a partnership from its commencement to the
day of *July*, 1925; that on the 27th day of June, 1925,
Jacobson Bros., sued out a warrant against Wesley Whitley, Jr.,
upon a claim of money for the sum of Fifty Eight Dollars and
Thirty-four Cents (\$58.34); that on the 31st day of July, 1925,
John B. Archer, Justice of the Peace of Nansemond County, gave
judgment against Wesley Whitley, Jr., in favor of Jacobson
Bros., for the sum of Fifty Eight Dollars and Thirty-four Cents
(\$58.34), with interest until paid and \$4.75 court costs; that
on the 3rd day of July, 1925, an execution was issued by the
said John B. Archer, Justice of the Peace, and by virtue of
said execution, the interest of Wesley Whitley, Jr., in said
partnership was, on the day of *July*, 1925,
sold at public auction to Jacobson Bros.

That the sale of the interest of Wesley Whitley, Jr., has suspended the operations of the partnership, but that your complainant believes said sale to be void on the grounds that said sale was made pursuant to judgment obtained by Jacobson Bros., a partnership, and that the partners names do not show on the face of the warrant.

That your complainant desires said partnership to be dissolved; that said partnership has lost money consistently due to improper management; that a large number of debts are due the firm; and that the firm owes a large number of debts; that the said business has been closed since the day of *July*, 1925, and that the stock of goods and fixtures are deteriorating.

Your complainant, therefore, prays that the said Wesley Whitley, Jr., and Jacobson Bros., be made parties defendants to this bill and answer the matters and things heretofore stated as fully and particularly as if they were specially interrogated with reference thereto; that a receiver may be appointed to take charge of the partnership books and papers of accounts and the goods and effects and to collect the debts due to the firm and to preserve or dispose of the same under the direction of this Court; that the said partnership may be dissolved and an account be taken of all of the dealings and transactions of the said partnership from the commencement thereof; that the property of said partnership be sold; that the debts and liabilities of said partnership be paid off and that the surplus, if any there be, be divided between the complainant and defendants according to their respective interests; and that your complainant may have such other, further and general relief as her case may require, and as to equity may seem meet, and that proper counsel fees be allowed.

Mrs. Annie Maude Whitley

Chas. B. Godwin Jr. p.q.

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

Annie Maude Whitley, the complainant, named in the foregoing bill, being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be on information, and that so far as they are therein stated to be upon information, she believes them to be true.

Annie Maude Whitley

Taken, sworn to and subscribed before me this

18th day of October, 1925.

C B Godwin J
Notary Public.

VIRGINIA:
IN THE CIRCUIT COURT OF
HANSEMOND COUNTY.

Annie Maude Whitley

v.

Wesley Whitley, Jr.,
and Jacobson Bros.

Filed Nov. 2, 1925
Chas B. Godwin, Jr.

CHARLES B. GODWIN, Jr.
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA