46. D H
H. R. C

Committee

Jury } Foley

J. C. Holt

1 Walter C. Armstrong 15.00
2 John F. Miller 15.00
3 C. F. Ryger 15.00
4 M. L. Lanham 15.00
5 F. L. Nicholas 15.00
6 James T. Scott 15.80
7 Susan A. Harwood 20
8 C. L. Gove 12.40
9 Daniel S. Ryger 15.00
10 J. R. Wampler 15.00
11 R. R. Brown 9.00
12 Frank Clark 15.00
+ 168.60

atty £ 10 00
clerk 2 50
Jury £ 168 60
witnesses 58.70
diff 8.70
£ 248 8 0

57 40
1 10

HARRISONBURG, VIRGINIA. June 14 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF Mr. J. E. Holt $ 47.25

Forty Seven 25/100 DOLLARS

ROCKINGHAM NATIONAL BANK PAID JUN 15 1911 HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

J. P. Witting

J. E. Koch

Pay any Bank, Banker or Trust Co.

or Order, with Exchange on New York

THE FIRST NATIONAL BANK

BROADWAY, VA.

T. C. ALDWIZER, Cashier.

HARRISONBURG, VIRGINIA, June 3 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA

PAY TO THE ORDER OF J. E. Holt $ 15.00

Fifteen ——— DOLLARS

ROCKINGHAM NATIONAL BANK PAID JUN 9 1911 HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

J P Pettig

Pay ANY BANK, BANKER or TRUST CO.
or Order, for the Account of
THE FIRST NATIONAL BANK
BROADWAY, VA.
J. G. ALDRICH, Cashier.

HARRISONBURG, VIRGINIA, June 28 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt $ 32.61

Thirty Two ~~61/100~~ DOLLARS

ROCKINGHAM NATIONAL BANK
JUN 30 1911
HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

Wm. Mann Co., Philadelphia

J. E. Holt.

Pay any Bank, Banker or Trust Co.
THE FIRST NATIONAL BANK
BROADWAY, VA.
T. C. ALDHIZER, Cashier.

HARRISONBURG, VIRGINIA, May 13 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt $ 9.00

Nine ~~00/100~~ DOLLARS

ROCKINGHAM NATIONAL BANK
PAID
MAY 15 1911
HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

A. P. Wattig.

J. E. Koch

Pay ANY BANK, BANKER or TRUST CO.
or Order, All Prior Endorsements Guaranteed
THE FIRST NATIONAL BANK
BROADWAY, VA.
T. C. ALDHIZER, Cashier

HARRISONBURG, VIRGINIA. May 20 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt $ 6.00

Six 00/100 DOLLARS

ROCKINGHAM NATIONAL BANK PAID MAY 23 1911 HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

J. P. Witting

J. L. Holt
Emmitt T. Smith

Pay ANY BANK, BANKER or TRUST CO.
or Order. All Prior Endorsements Guaranteed
THE FIRST NATIONAL BANK
BROADWAY, VA.
K. C. ALDHIZER, Cashier.

HARRISONBURG, VIRGINIA, May 20 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt $ 10.37

Ten 37/100 DOLLARS

ROCKINGHAM NATIONAL BANK PAID MAY 23 1911 HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

J P Wittig

J. E. Holt
W. O. Hathway

PAY ANY BANK, BANKER OR TRUST CO.
Collection Guaranteed
THE FIRST NATIONAL BANK
BROADWAY, VA.
E. C. ALDHIZER, Cashier

HARRISONBURG, VIRGINIA, Feb 11 1911 NO.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA

PAY TO THE ORDER OF J. E. Holt $ 15-00

Fifteen 00/100 DOLLARS

ROCKINGHAM NATIONAL BANK
PAID
FEB 13 1911
HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

M R Witting

Wm. Ellery Co. Philadelphia

J. E. Hoek

Pay ANY BANK, BANKER or TRUST CO.

THE FIRST NATIONAL BANK

BROADWAY, VA.

F. G. ALGHIZER, - Cashier

HARRISONBURG, VIRGINIA, April 2 1911 No. 6

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt $ 25.00

Twenty Five DOLLARS

ROCKINGHAM NATIONAL BANK PAID APR 4 1911 HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

N. P. Betting

Wm. Ulman Co., Philadelphia

Pay any Bank, Banker or Trust Co.
or order, all the currency thereof
THE FIRST NATIONAL BANK
GUADAMAY, VA. Cashier.
T. C. ALDRIDGE.

Pd

HARRISONBURG, VIRGINIA. July 7 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt $ 22.30

Twenty Two 30/100 DOLLARS

ROCKINGHAM NATIONAL BANK PAID JUL 8 1911 HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

J. S. Hottig.

Pay ANY BANK, BANKER or TRUST CO

or Order, on Time Deposits only, Deducting

THE FIRST NATIONAL BANK

BROADWAY, VA.

T. C. ALDHIZER, - Cashier

98 Bank

HARRISONBURG, VIRGINIA, June 17 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt $ 28.57

Twenty Eight ~~~~~ 57/100 DOLLARS

ROCKINGHAM NATIONAL BANK PAID JUN 20 1911 HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

L P Miller

Wm. Allen Co. Philadelphia

Pay ANY BANK, BANKER or TRUST CO.
or order for collection and credit to the
THE FIRST NATIONAL BANK
BROADWAY, VA.
T. C. ALONIZER, Cashier.

J. E. Black

HARRISONBURG, VIRGINIA. Aug 5 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt

Sixty Eight 60/100 DOLLARS

THE ROCKINGHAM NATIONAL BANK PAID 1911 HARRISONBURG, VA.

$ 68.60

S P Whitley

J. L. Holt

HARRISONBURG, VIRGINIA. Aug 5 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt

Thirteen 68/100 DOLLARS

ROCKINGHAM NATIONAL BANK PAID AUG 8 1911 HARRISONBURG, VA.

$ 13.68

I P Witting

Pay any bank banker or trust co.
THE FIRST NATIONAL
BROADWAY, VA.
D. ALBRIZER,
Cash

HARRISONBURG, VIRGINIA. Aug 26 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J E Holt $ 3.76

Fifty Seven 65/100 DOLLARS

SAFE DEPOSIT BOXES FOR RENT

S P Pettigrew

ROCKINGHAM NATIONAL BANK AUG 29 1911 HARRISONBURG, VA.

Pay to the order of
Cashier Star

PAY ANY BANK, BANKER OR TRUST CO.
TO THE FIRST NATIONAL BANK
BROADWAY, VA. Cashier.

HARRISONBURG, VIRGINIA, Jan 1 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt $ 47.00

Forty Seven 00/100 DOLLARS

ROCKINGHAM NATIONAL BANK
JAN 2 1911
HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

J P Willey

Pay ANY BANK, BANKER or TRUST CO.
THE FIRST NATIONAL BANK
BROADWAY, VA.
T. C. ALDHIZER, Cashier.

J. E. Black

I. P. WITTIG
Dealer in all kinds of Lumber
BROADWAY, VIRGINIA

HARRISONBURG, VIRGINIA, Nov 18 1911 NO.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA

PAY TO THE ORDER OF J. E. Holt $ 27.22

Twenty Seven 22/100 DOLLARS

ROCKINGHAM NATIONAL BANK
PAID
NOV 21 1911
HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

I. P. Wittig.

Mfg. Stamp Co., Philadelphia

J. B. Holt.

Pay ANY BANK, BANKER or TRUST CO

THE FIRST NATIONAL BANK

BROADWAY, VA.

T. C. ALDHIZER, CASHIER

I. P. WITTIG
Dealer in all kinds of Lumber
BROADWAY, VIRGINIA

HARRISONBURG, VIRGINIA. Nov 14 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Hoth $ 14 86

Fourteen 86/100 DOLLARS

ROCKINGHAM NATIONAL BANK
NOV 16 1911
HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

I P Wittig

Wm. Minor Co., Philadelphia.

Pay ANY BANK, BANKER or TRUST CO.
or Order, All Prior Endorsements Guaranteed
THE FIRST NATIONAL BANK
BROADWAY, VA.
T. C. ALDHIZER, Cashier.

J. E. Black.

I. P. WITTIG
Dealer in all kinds of Lumber
BROADWAY, VIRGINIA

HARRISONBURG, VIRGINIA, Nov 21 1911 NO.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA

PAY TO THE ORDER OF J. E. Holt — $ 6.83

Six 83/100 DOLLARS

Rubber & Dr Co #132576 —

ROCKINGHAM NATIONAL BANK
PAID
NOV 22 1911
HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

I P Wittig.

J. E. Holt

INSTRUCTION NO'. I.

The jury are instructed that if they believe from the evidence that the prisoner, J. E. Holt, on the 27th day of December, 1911, was in the employ of I. P. Wittig and did on said day in the County of Rockingham, Virginia, wrongfully and fraudulently convert to his own use the said 13,026 feet of lumber mentioned in the indictment, and the said lumber was the property of said I. P. Wittig, then he, the said J. E. Holt, is guilty of the embezzlement of said lumber, although he the said Holt was entitled to a commission on said lumber from the proceeds of the sale of the same.

Corr
Stadt
Bernstein
Frieden

Commonwealth's
Refused

INSTRUCTION NO. 2.

If the jury believe from the evidence that, on the 27th of December 1911, J. E. Holt, the prisoner, as agent for I. P. Wittig, shipped from Broadway, Rockingham County, Virginia, a carload of lumber containing 13,026 feet, belonging to said I. P. Wittig, on car No. 500027 to the Pennsylvania Steel Co., at Steelton, Penn., and invoiced the same to the said Company in the name of the said Holt, and that he, the said J. E. Holt, received from said Steel Company $238.37 in payment of the same and failed to account for and pay over the same to said I. P. Wittig, then the said failure to pay the same is prima facie evidence of the said failure being fraudulent and the burden is upon the prisoner, J. E. Holt, to overcome by evidence such presumption to the satisfaction of the jury. And if he so fail to overcome said presumption, they must find the prisoner guilty.

1

Com.
"
J. E. Holt
Commonwealth in
America (Press)

Given as modified below

The Court instructs the jury that if they believe from the evidence that the prisoner, J. E. Holt, shipped the lumber, of I. P. Wittig, charged in the indictment, on the 27th of December 1911, to the Pennsylvania Steel Company, from Broadway, Rockingham County, Va., invoicing the said lumber to the said Steel Company in his, J. E. Holt's , own name as the owner or seller of the same, and did this wrongfully and fraudulently, thereby intending to obtain and appropriate to himself the proceeds of the same, and did accordingly receive and appropriate to himself the proceeds of the said lumber, he is guilty of the larceny of the said lumber.

3

~~If the jury believe from the evidence~~

If the lumber mentioned in the indictment was the sole property of I. P. Wittig and the prisoner was the agent or employee of Wittig to ship the same to the Pennsylvania Steel Company, the purchaser of the lumber, and the prisoner on the — day of December 1911 did ship the same to said Company, but without authority invoiced the said lumber to said Steel Company in his (the said Holt's) own name as the owner or seller of the same, and so invoiced the goods wrongfully and fraudulently, thereby intending to obtain and appropriate to himself the proceeds of the same, and did accordingly receive and fraudulently appropriate to himself the proceeds of the said lumber, he is guilty of the larceny of the said lumber under section 3916 of the Code of Virginia

Commonwealth's

Refused

INSTRUCTION NO. 4.

The Court instructs the jury that if they believe from the evidence that J. E. Holt wrongfully and fraudulently embezzled the lumber of I. P. Wittig, referred to in the indictment, after said lumber had been put in charge of said Holt by said Wittig, to be shipped by said Holt for said Wittig to the Pennsylvania Steel Company, then said Holt should be convicted of the larceny of said lumber. And the Court further instructs the jury that if said lumber was the property of said Wittig alone and he directed said Holt to load on the cars and ship it to the Pennsylvanie Steel Company for and in the name of said Wittig, and if said Holt did take charge of and load said lumber on the car and obtain a bill of lading therefor, and if said Holt then wrongfully and fraudulently appropriated the said lumber to his own use, then said Holt embezzled said lumber.

Government
Exhibit 3

INSTRUCTION NO. 1.

The Court instructs the jury that if they believe from the evidence that A. B. Roll wrongfully and fraudulently appropriated the timber of C. F. Stiglic, referred to in the indictment, after said timber had been put in charge of said Roll by said Stiglic, he is guilty of said acts on said Stiglic in the Commonwealth aforesaid, then said Roll should be convicted of the larceny of said timber, and the Court further instructs the jury that if said timber was the property of said Stiglic alone and he directed said Roll to keep on the cars and ship it to the Pennsylvania Canal Company at Lock Haven, Pa., and if said Roll, then wrongfully and fraudulently appropriated the said timber to his own use, then said Roll is guilty of larceny.

No 6

The jury are instructed that in an embezzlement an intent to feloniously appropriate the property, at the time of the appropriation, is essential, and if the appropriation is made upon the belief, honestly entertained by the accused that he has a lawful title or right to appropriate it, the act is not criminal. Therefore if the jury believe from the evidence that the accused J. E. Holt collected the check of the Pennsylvania Steel Company given by it in payment for the lumber referred to in the indictment, and applied the proceeds thereof to his own use under an honest claim that he was indebted to him and with intent to appropriate the money in discharge or on account of such indebtedness, they must find the prisoner not guilty, even though such claim of right was, in the opinion of the jury, not well founded.

Given in modified form as part of another instruction asked by the accused — Rec'd of Mr. Green

The jury are instructed that if they believe from the evidence that the accused, J. E. Holt, collected the check of the Pennsylvania Steel Company, given by it in payment for the lumber referred to in the indictment and applied the proceeds thereof to his own use, under the bona fide claim of right so to do, they must find him not guilty, even though such claim of right was, in the opinion of the jury, ill founded.

Refused

The jury are instructed that in order to a conviction of the accused of the crime charged in this case the Commonwealth must have proven, beyond every reasonable doubt, every fact essential to his guilt of the crime charged, and that if the Commonwealth has failed to so prove any such fact beyond a reasonable doubt, they must find the accused not guilty, and they are further instructed, that unless the Commonwealth has shown beyond a reasonable doubt, either that at the time of the delivery of the lumber referred to in the indictment, to the Railway Company, or at the time the accused made up and forwarded to the Pennsylvania Steel Company the invoice therefor, the accused entertained the purpose of fraudulently appropriating to his own use the proceeds of the sale of said lumber, then they must find the accused not guilty, even though they should believe, from the evidence, beyond a reasonable doubt that he afterwards conceived the purpose of so fraudulently appropriating such proceeds and did in fact do so.

Refused
another given in lieu

The jury are instructed that if they believe from the evidence that under an agreement between the accused and I. P. Wittig, the accused was entitled to share in the profit on the sale to the Pennsylvania Steel Company, of the lumber referred to in the indictment, then the accused and said Wittig had such a ~~general~~ joint interest in the proceeds of the transaction as precludes a verdict of conviction and they must find the accused not guilty.

Refused

The jury are instructed that if they believe from the evidence that the lumber referred to in the indictment was, by the accused, J. E. Holt, delivered to the Railway Company consigned to the Pennsylvania ~~Railwayx~~ Steel Company, at Steelton, Penn., and the bill of lading taken therefor in the name of I. P. Wittig as the shipper thereof, then they must find the accused not guilty, even though they may further believe, from the evidence, that without authority of the said Wittig and without a right so to do, the accused invoiced the said lumber in his own name and received and converted to his own use the proceeds of a check of the Steel Company, in payment therefor, regardless of whether the said Wittig was then indebted to the accused or not, and regardless of the bona fide belief of the accused as to the existence of such indebtedness.

Refused

The jury are instructed that if they believe from the evidence that it was the intention of the accused, at the time of the delivery by him to the Railway Company, of the lumber referred to in the indictment, to act in good faith towards I. P. Wittig as his agent for the sale of the lumber and that after such delivery to the Railway Company he, for the first time, conceived the intention to appropriate the proceeds of the sale to his own use and benefit then he would not be guilty of embezzling the said lumber, and they must find him not guilty.

Refused

The jury are instructed that if they believe from the evidence that the accused, at the time he collected the proceeds of the check of the Pennsylvania Steel Company, was entitled to retain from such proceeds any sum due to him by way of commissions, then, notwithstanding, they may further believe that he retained the whole of the said proceeds without authority so to do, they must find the accused not guilty.

Authorities Not furnished

This instruction withdrawn by Counsel for accused after instructions were settled by the Court but before they were given either to the jury or to Counsel

Conn.
Ketchel

Promises wholesome
Hepburn

Form 4—P. A.—No. 4—Lg. 1-'10—3,000

The Central Railroad Company of New Jersey.

J. D. LANDIS, PURCHASING AGENT.
R. H. ROSS, ASST. PUR. AGENT

Order No. C-3748-L Req. No. SK-78-L.

THESE NUMBERS MUST BE PLACED ON EACH SHIPMENT OR PACKAGE

OFFICE: READING TERMINAL

Philadelphia, Aug. 7, 1911.

Mr. I. P. Wittig,

Broadway, Va.

PLEASE FURNISH THIS COMPANY WITH THE FOLLOWING MATERIAL, AND CONSIGN TO "CENTRAL RAILROAD CO. OF NEW JERSEY."

CARE OF C. B. WILLIAMS, GENERAL STOREKEEPER,

ASHLEY, PA.

20,000 ft.	1 in. White or Rock Oak Boards, 6-1/2 in. wide and up 12 ft. long and up.
	$19.00 M. ft.

Cancelled Aug 29th
from Shenandoah Pa

Order per
Mr. Ed Lorenz
Boards unnecessary
at this

PUSH: WANTED SOON AS POSSIBLE.

PRICES OF THESE GOODS ARE F. O. B. DESTINATION.
SHIPMENTS must be made by freight via Central Railroad of N. J. unless otherwise ordered, and Bill of Lading or freight receipt so marked.
NOTIFICATION MUST BE GIVEN TO CONSIGNEE WHEN SHIPMENTS ARE MADE AS TO MATERIAL FORWARDED AND PURCHASING AGENT'S ORDER AND REQUISITION NUMBERS AND TAGS MUST BE ATTACHED TO LESS THAN CARLOAD SHIPMENTS, GIVING PURCHASING AGENT'S ORDER AND REQUISITION NUMBERS.
When material is purchased F. O. B. destination, freight charges must be prepaid. Read instructions on the back of this order.
MATERIALS ON THIS ORDER ARE PURCHASED SUBJECT TO OUR INSPECTION.

J D Landis

TO INSURE PROMPT PAYMENT,

FOLLOW INSTRUCTIONS AS GIVEN BELOW.

SEND FOUR BILLS on enclosed bill-heads, with shipping receipt for each consignment, direct to me. Mark order and requisition numbers, and where and to whom consigned on your bills.

DRAFTS on this Company will not be honored, neither will charges for cartage, boxing, etc., be allowed.

RETURN THIS ORDER if you cannot fill promptly, and according to terms given on face.

J. D. LANDIS,

Purchasing Agent.

Form 4—P. A.—No. 4—Lg. (G. S.) 1-'10—3,000

The Central Railroad Company of New Jersey.

J. D. LANDIS, PURCHASING AGENT.
R. H. ROSS, ASST. PUR. AGENT

Order No. C-3871-L Req. No. SK-96-L.

THESE NUMBERS MUST BE PLACED ON EACH SHIPMENT OR PACKAGE

OFFICE: READING TERMINAL

Philadelphia, Nov. 9, 1911.

Mr. I. P. Wittig,

Broadway, Va.

PLEASE FURNISH THIS COMPANY WITH THE FOLLOWING MATERIAL, AND CONSIGN TO "CENTRAL RAILROAD CO. OF NEW JERSEY,"

CARE OF **C. B. WILLIAMS, GENERAL STOREKEEPER,**
ELIZABETHPORT, NEW JERSEY.

WHITE OAK, ROUGH SIZES;

15,000 ft. 1 x 8 to 16 in. x 12 to 18 ft.

$21.00 M. ft.

RUSH: WANTED SOON AS POSSIBLE.

PRICES OF THESE GOODS ARE F. O. B. DESTINATION.
SHIPMENTS must be made by freight via Central Railroad of N. J. unless otherwise ordered, and Bill of Lading or freight receipt so marked.
NOTIFICATION MUST BE GIVEN TO CONSIGNEE WHEN SHIPMENTS ARE MADE AS TO MATERIAL FORWARDED AND PURCHASING AGENT'S ORDER AND REQUISITION NUMBERS AND TAGS MUST BE ATTACHED TO LESS THAN CARLOAD SHIPMENTS, GIVING PURCHASING AGENT'S ORDER AND REQUISITION NUMBERS.
When material is purchased F. O. B. destination, freight charges must be prepaid. Read instructions on the back of this order.
MATERIALS ON THIS ORDER ARE PURCHASED SUBJECT TO OUR INSPECTION.

J. D. Landis

TO INSURE PROMPT PAYMENT,

FOLLOW INSTRUCTIONS AS GIVEN BELOW.

SEND FOUR BILLS on enclosed bill-heads, with shipping receipt for each consignment, direct to me. Mark order and requisition numbers, and where and to whom consigned on your bills.

DRAFTS on this Company will not be honored, neither will charges for cartage, boxing, etc., be allowed.

RETURN THIS ORDER if you cannot fill promptly, and according to terms given on face.

J. D. LANDIS,

Purchasing Agent.

RUTLAND RAILROAD COMPANY.

OFFICE OF PURCHASING AGENT AND STOREKEEPER

B. A. AIKENS,
PURCHASING AGENT AND STOREKEEPER.

RUTLAND, VT., Feb.7th, 1912.

Mr. I. P. Wittig, File #10713

Broadway, Va.

Dear Sir:-

Referring to your letter of the 1st inst., relative to voucher covering car A.C.L. #33064 - lumber - order for which we placed with Mr. J. E. Holt:-

We advised Mr. Holt, on Dec. 21st and 26th that this voucher was passed forward to our Auditor for payment on the 21st, and on looking up the matter further, am now advised payment was made on Dec. 28th.

Yours truly,

Aikens

C Purchasing Agent.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND CAUSES BEYOND MY CONTROL.

I. P. WITTIG

MANUFACTURER OF

OAK CAR LUMBER, BRIDGE AND DOCK TIMBERS

OFFICE:
MAIN ST., OPPOSITE POSTOFFICE.

ORDER-1-1789-

Broadway, Va., June-21st 1911.

Mr. George W.Harper,

Gainesville, Va.,

Dr. Sir:- Please furnish the following 8/4 oak plank to be cut full thickness and widths at least one eighth inch strong so that they will measure full when dry to be put on sticks from the saw and to shipped when seasoned. Cut as follows:-

2" x 6" up wide 8' & up long. will accept all that will not go in the better grade at price of $15.00 pr M ft f.o.b. cars at your station The plank that will run clear and nearly clear will pay price of $20.00 pr pr .M ft f.o.b. cars at your station. The better grades to be not less than 10 ft long and and 40% in the better grades must run 14 and 16 ft long. the balance 10 & 12 ft long. If you have nice clean butt logs you can saw the side plank off them and box your hearts in car sticks .

Please advise if you will accept the order you can have 6 months or over in which to furnish this material wire worms is a serious defect in the better grades and will only be admitted in the $15.00 grade.

Yours very truly,

I.P.Wittig.

P.S. Will accept 30,000 ft or more of this stock.

The better grade will have to be put on sticks right from the saw each day this hot weather will cause it to burn and stain.

Lumber Napkins
Order

I. P. WITTIG,

MANUFACTURER OF AND DEALER IN

OAK CAR LUMBER, RAILROAD TIES AND DOCK TIMBERS.

Broadway, Va., Jan-10th 1911.

Mr. J.J.Jackson,

High Point,

North Carolina

Dr. Sir:- I have your favor of the 9th enclosing drafts for the car of oak boards which is satisfactory with the exception of the $9.00 demurrage which is not ours to pay neither do wepropose to take it off of our people namely Hiner Jones & Co. The difficulty in regard to inspection and measurement was between you and them and I did agree to pay them for the difference in the car of chestnut on which they claim measurement was short and which they claim the found to be about 1300 ft. This I did in order to get the cars released and I expect the $9.00 deducted to be refunded promptly. I was favorable to you and tried to convince those people that they were wrong in the matter of dispute but I do not think under the circumstances that you are justifiable to take or demand demurrage off of either our customers of of whom we bought the lumber neither should you think of taking it off of us. Any party has a right to object to an unreasonable inspection if they see fit and I always reserve that right no matter who I am dealing with. Awaiting your early advices , and check for Demurrage deducted , I remain, yours very truly,

---

Sellers & J. J. Jackson
Adams & Stephens
Hibernia —

Ask Holt whether he did not cash the fraudulent check for Mr Cravens and then who he was and what he was doing there —

JAMES E. HOLT IS REARRESTED

New Jersey Lumberman Is Charged With Larceny

James E. Holt, the New Jersey lumber dealer who was arrested in Harrisburg a week ago on the charge of larceny, but secured his freedom through a habeas corpus proceeding, has been arrested by Frank Hepenstall, a Newville officer, and is being held in the Cumberland county jail.

Holt, it is alleged, was conducting a lumber business with Hezekiah Boyles and Joseph Swartz, two Newville men, and refused to make a division of the proceeds of several large sales. While in this city several weeks ago he was arrested by Detective Ibach on a warrant received by Sheriff Wells. Holt immediately brought habeas corpus proceedings and secured his freedom on the ground that certain procedure was faulty.

County Detective James Wallace as well as the Cumberland county officer held warrants for Holt's arrest and they jointly secured requisition papers from the Governors of this State and New Jersey.

Since his discharge in Harrisburg several weeks ago Holt has been continually traveling, going from one State to another. Officers in the case say that Holt has been working this game with a large number of lumber dealers.

Both Mr. Boyles and Mr. Swartz are residents of Mifflin township, north of Newville, and have been dealing extensively in lumber. They allege that early last year Holt came to them representing himself to be an agent in the employ of the Berwick Coal Company and bought lumber ostensibly for the coal company. The lumber was then purchased on credit.

3/20/12

[illegible] she was in that position he cut off her hair. A slight noise interrupted him, she said, and the man threw a flashlight into her face, told her he would kill her if she made a move, then put the corset cover over her head and went away.

ANNUAL REPORT OF AMERICAN TELEPHONE CO.

The growth of the Bell system, its broader usefulness and resulting prosperity, are shown in the annual report of the American Telephone and Telegraph Company for 1911, by the figures of comparative statistics.

In addition to this usual information, President Vail has made a very comprehensive statement of the policy of the company both in the management of its business and in its relations to the public.

The growth of the system is indicated by an increase of 749,996 in the number of stations, making a total at the end of the year of 6,932,632, of which 2,158,454 are operated by associating companies.

The Bell toll lines now reach 70,000 places, which is 2,000 more than the number of postoffices and 10,000 more than the number of railroad stations in the United States. The total wire mileage has been increased to nearly 12,000,000 miles, of which over half is underground, and the new 450-mile subway between Boston and Washington has been completed except for the drawing in of some of the cable.

The traffic over the Bell lines shows a daily average of 24,129,000, or at the rate of 7,770,000,000 conversations a year.

Comparison of the total telephone, telegraph and first-class mail traffic of the United States and of Europe shows that telephone conversations are fifty-eight per cent. of the whole in the United States and only twenty-three per cent. in Europe.

There was spent in plant additions $55,000,738, as against $53,582,800 the year before. Estimates for the current year are $55,000,000. There was applied to maintenance and reconstruction during the year $53,840,000, making a total provision for the last nine years of $342,200,000.

E. K. MERCEREAU

JOHN S. PANCAKE
GENERAL OFFICE

M. W. MERCEREAU

The Valley Tie and Lumber Company

BRANCH OFFICES:
ROANOKE, VA. JOHNSON CITY, TENN.

CONTRACTORS AND DEALERS

OAK CAR LUMBER RAILWAY TIES

PILING AND HEAVY TIMBER

STAUNTON, VA. May 4,'12.

Mr. I.P.Wittig,
Broadway, Va.

Dear Sir;-

Answering yours of the 3rd inst; we enclose herewith the clipping sent us for our attention. Thanking you, we are,

Yours very truly,
THE VALLEY TIE & LUMBER CO.

RDL

Encl

Fall 1911

Holsapple away
during the summer
Hall was second teacher

Early in July 1911
till the Fall of June 1912

Ed Shelton
Was Study Hall

Nitting told me
that Shaver was
Working in his

N J C R R Co
made out in Hillsman
Court suffering of
fraud - N J C R R Co

Teller from
Valley Bet & Lumber Co
Relying Clifford sub-

VIRGINIA HOTEL

W. E. DEAL, PROPRIETOR

HOUSE REMODELED AND NEWLY FURNISHED
AND LIGHTED BY GAS. N. & W. R. R. HEADQUARTERS.
ELK LITHIA WATER PIPED IN THE HOUSE.

ELKTON, VA., Jan 9th 1912

J. P. Nitting, Broadway, Va.

Dear Sir:

Enclosed please find draft for $33.41 as follows:

1720 ft 4/4 #1 com oak	25.00	43.00
Less 2%		.86
		42.14
By credit for		
759 ft 4/4 sound wormy chestnut	11.50	8.73
removed from car.		
As per draft inclosed –		33.41

This oak was shipped in car L. V. 83279 for which I gave you draft on Jan 4th 1912.

Resp'y
Jonathan Jackson

VIRGINIA HOTEL

W. E. DEAL, PROPRIETOR

HOUSE REMODELED AND NEWLY FURNISHED
AND LIGHTED BY GAS. U. C. T. HEADQUARTERS.
ELK LITHIA WATER PIPED IN THE HOUSE.

ELKTON, VA., Jan 9 19 12

J. P. Witteg, Broadway, Va.

Dear Sir:

Enclosed please find draft for $91.02 as follows:

4641 ft #3 com 1" oak 7.50	34.80
5381 ft #2 " " " 12.50	67.26
	102.06
Less 2%	2.04
	100.02
Demurrage 9.00	9.00
	91.02

As regards this item of demurrage I did not pay it, but the agent at Mt Solon expected to put it on the two cars shipped today as a forwarding charge.

The item of 9.00 covers demurrage on four cars, and I instructed the agent to collect all or part of it from Hiner & Jones, but not being sure of doing so he thought he might put it on my cars going forward.

I have instructed my people in Buffalo to pay the 9.00 to you as soon as you sent

them receipts showing it had been paid by someone at Mt Solon, and also to wait until our expense bills on the two cars are returned to Buffalo. These expense bills will show whether the demurrage (all or any part of it) is charged against the cars and collected at destination.

The B&L on previous car shipped reached me today as I came through Harrisonburg, for which I thank you.

Yours very truly

Jonathan Jackson

STONEWALL HOTEL,
CHARLOTTE, N.C.

HOTEL MARSH,
LEXINGTON, N.C.

HOTEL HUFFINE

OPPOSITE DEPOT

J. P. HUFFINE,
MANAGER.

Mount Solon, Va.

GREENSBORO, N.C. Jan 4th 1912

Purchase Memo.

Car C R I & P. 32812

7159 ft 4/4 # 2 com sheat			15.00	
934 ft 5/4	"	"	15.00	
2259 ft 6/4	"	"	15.00	
550 ft 8/4	"	"	14.00	
10402 ft	"	"	15.00	156.03
875 ft 4/4 # 1 com	"		25.00	
208 ft 6/4 # 1 com	"		25.00	
1083 ft # 1 com			25.00	$ 27.07
				183.10
		Less 2%		3.66
				179.44

179.44
132.10
42.14
33.41
387.09

10402
15
52010
10402
156030
1 6
3 74
3 45
2 50

STONEWALL HOTEL,
CHARLOTTE, N. C.

HOTEL MARCH,
LEXINGTON, N. C.

HOTEL HUFFINE

OPPOSITE DEPOT

J. F. HARDING,
MANAGER.

Mount Solon
GREENSBORO, N.C. Jan 4 1912

Purchase Memo

9767 ft 4/4 sound wormy chestnut 11¢
251 ft 5/4
730 ft 6/4
364 ft 8/4

11112 ft S.W. chest 11¢ 127.78
934 ft cull chestnut 7¢ 7.00
134.78
Less 2% 2.68
132.10

1083
10402
11485
12046
23531

13210
179.44
311.54

I. P. WITTIG,

MANUFACTURER OF AND DEALER IN

OAK CAR LUMBER, RAILROAD TIES AND DOCK TIMBERS.

Broadway, Va., Jan 17 1912

Statement to Hines Jones & Co
Staunton Va Traded By (Jackson)

1111 - Sound wany chest @ 10.00 = 11.12
934 Cull Chestnut @ 750 700
1200 130.12.
By allowance for underscaler

One car as follows

10402' #2 Com Chest @ 12.00 124.82
1083' #1 Com Chest @ 1300 14.49 144.31

One car as follows

1720' #1 Com. Ash @ 23.00 34.56
5381' #2 Com " @ 10.50 56.50
4641' #3 Com " @ 5.50 25.52 116.58
311.01
To 759' Sound wany chest to be cut @ 10.00 7.58
383.42
Freight on half 9.00 Damage 4.50
375.92
Jan 18 to Check to Bal 375.92

Argyle & Fine to Staunton
to H L & Rum 60
to Staunton & Rum 120
Wagon 35
Meals 30
265

Brown & Bradshaw Co
75
50

11.48 Rd By Hold

Holloway bill

All prices and deliveries are made contingent upon strikes, fires and accidents, and upon all delays to carriers or otherwise, unavoidable or beyond our control.

STIEGEL LUMBER CORPORATION

CAPITAL STOCK, $50,000.00

CHAS. S. WALTON, President
A. H. GLEASON, Vice-President
H. W. STIEGEL, General Manager
Stokesville, Va.
C. S. WILLIAMSON, Secy and Treas
Harrisonburg, Va.

Manufacturers of All Kinds of
Lumber
Lath
Ties
Bark

STOKESVILLE, VIRGINIA. November 13th, 1911.

Mr. I. P. Wittig.

Broadway, Va.,

Dear Sir:-

Replying to your inquiry of the 10th, beg to advise that we can furnish you with the two carload of well seasoned oak boards in a #3 Common Grade, running from 4 inches in width to 12 and 14, and from 8 feet in length to 14 with possibly some 16 foot lengths, and is a very good grade of #3 Common, well seasoned. Our price on this stock is $8.00 f.o.b. Stokesville, Va., Cash less 2%. We should like very much to have your order for this stock and can give you a good grade of #3 Common. We also have from 2,000 to 2,500 Cross ties ready for shipment could you use them and at what price.

We are also cutting some White and Rock Oak car stock are you placing any orders at this time, if you are in need of any of this kind of stock or switch ties we should be very glad to hear from you. Thanking you for the inquiry, we are,

Very truly yours,
STIEGEL LUMBER CORPORATION
BY H. W. Stiegel
General Manager.

Dec-14th 1911.

The Steigel Lumber Co.,

Stokesville, Va.

Gentlemen:- I can use 20,000 ft more of the inch oak boards on the same terms as before if you wish to sell them.

I would be willing to take 2,000 ft 8ft lengths to each car load and balance to run 10' & 12 ft largely 12ft and up .

Please advise ,

Yours very truly,

Nov-20th 1911.

The Steigel Lumber Corporation,
Stokesville, Va.,

Gentlemen:- I have your letter of several days ago in which you state that you could not afford to put out all boards under 10 ft long. Now Mr. Holsinger reports these #3 grade boards pretty fair stock and that he thinks they would meet our requirements out side the short lengths. Now I would agree to load 2 cars one of 10,000 ft and the othe 20,000 ft and will agree to accept one fifth or 20% 8 ft lengths and 20% 10 ft lengths and the other 60% would have to be 12,14 & 16ft length I can not possible use the short lengths in larger quantities than this and if you can do this please advise at once and I will arrange to come up my self and load them out. Relative to car stock orders I am always in the market for white and rock oak car stock and can furnish you orders right along at price of $16.00 pr M ft f. .b. cars Stokesville, Va. and inspection and cash soon as loaded. Please advise if you can lower your price from $16.00 and I can furnish you some very desirable orders to fill.

Awaiting your early advices,

I am yours very truly,

_____

Jan-29th 1912.

The Steigel Lumber Corporation,

Stokesville, Va.,

Gentlemen:- Please find herewith my check for($170.05) One hundred and Seventy Dollars and five cents for the 3 car loads oak boards less 2%.

Mr. Holsinger tells me that you have a fine lot of ties and that he thinks they will all grade up no ones and twos. If you are willing to take the price of 52¢ for no ones and 37¢ for no twos which I offered you some time ago I will take them up very soon and pay cash soon as loaded. This is a good price for your ties taking into consideration the high freight rate from Stokesville. This would be P&R. Inspection which is the best I know of. Will inspect the ties my self.

Please advise.

Yours very truly,

Copy of Carr—
Agreement with
Floyd Lumber Co.
Nelson to Brookside
Finish Stock Closer
Can send repl
the dried ones
Bell.

1500	
1500	
1350	
2230	
2400	
2300	
1800	
1350	
2400	
1350	
2400	
1350	
2400	
1350	

Memorandum of Cars Lumber handled by J. E. Hall for account of J. P. Willis from Dec 1910 till Dec 1911

3 Cars oak Boards shipped to Gardner Mass to order of Palmer Parker Co. Boston Mass.

2 Cars oak Plank shipped to John J. Rumbarger Lumber Co of Philadelphia Pa.

3 Cars white Pine shipped to the Diamond Match Co Barberton Ohio.

2 Cars oak plank shipped to Pennsylvania Steel Co of Steelton Pa

1 Car oak Boards sold to Morrill Lockwood Co of Harrisburg Pa.

3 Cars white Pine shipped Penna Steel Co of Steelton Pa.

2 Cars white Pine shipped Ebely & Stone at Mechanicsburg Pa.

1 Car white Pine shipped P. L. Hesketter E. Port N.J.

2 Cars oak shipped Berwick Lumber Supply Co

2 Cars white Pine shipped Berwick Lumber Supply Co.

4 Cars oak shipped by McCloskey & Mesler to Ashley Pa

2 Cars oak shipped by " " to Pottsville Pa

2 Cars oak shipped " " to E. Port N.J.

3 Cars oak & chestnut sold to Blumpers Lumber Co from Port Jervis Pa to Buffalo N.Y.

1 Car oak shipped to the Lehigh Valley Coal Co

36 Car Loads all told was shipped during the 15 months Hall stayed at Broadway

The amount of Lumber sold through the instrumentality of Hall is as they small they compared with the amount of business I do – I average 40 to 60 cars per month the year round

memorandum
of cows total
number sold by
Hall during the
15 months he was
at Bindway
and with check
Vouchers for the
payment of his com.

3 cows Paid Rec'd

Testimony of Holt July 20th 1912
Harrisburg Ills

Claims Partnership existed
That he was to inspect the Lumber and see that it was loaded on the Cars and Willig was to furnish the money and he was to have half the Profits.

Holt claims commissions on Car of Lumber which was to have been finished by G M Harper and which Harper never finished but instead shipped said lumber to A. M. Turner's order —

Holt claimed Commission on Car of Walnut — which was never finished and was never sawed um. L A Gould's

Holt claims Com. on Pine Lumber which was to have been finished by N D Lowry and which Lowry never sawed and —

Holt — claims Com. on Lumber which Silas Shaffer was going to cut — and Holt left Ill on Feb 4th and the lumber was not sawed intill in April and May.

Holt claims Com. on 30,000 ft oak Bought By J P Willig for Style Lumber Company and which he had nothing to do with.

Holt claims Com. on 30,000 ft oak Boards which he alleges were sold by him to Henderson Lumber Co - and which he owns sold himself to

the Hendrickson Lumber Co. and collected for same.

Holt claims he does not have credit for com. on 2 cars lumber shipped from McCleof Mosselman to Pottsville Pa which he has

Holt claims he does not have credit for 2 cars oak shipped by McCleof Mosselman to Elizabethport N.J. which he has

Holt claims he does not have credit for 3 car loads oak and chestnut shipped from Port Jolson and sold to aged Lumsfield by Mr Jackson agent for the Blue Gras Lumber Co Buffalo New York.

Holt has credit for above cars and has charged to his account against this $59.00 Borrowed of Witting Dec 18th which he claimed he wanted to pay his tax. Leonya Balcom due Witting Varshus month

Holt - owes Witting for car in Mosselman Pennsylvania # 500027 and car A C Z # = shipped to the Rutland RR Co Oct 14th and for which he collected Dec 28th 1911 as claimed 117.19

When teams would come in with lumber
Days Nothing was away they to Hurt Hall and
Offlins would find him in Bedasley

Holt makes claim for work money due
says - he received 2.00 for service
Witting told Holt 10 or 12 times that he would
pay him well for his services -
Holt claims He worked in office making up
Information to Philadelphia & Reading R.R. and
making entries on Witting's book.
Claims he measured lumber during 6 months
which Halsinger was not working -
Halsinger left July 1st and commenced work
Aug 17th or Sabbath of August -
Witting Hodg settled with Holt Oct 25th
for which he gave Holt Check for 50.25 cts
in settlement -

Holt told Witting that he would measure
lumber free of charge when Witting was away
as it would only be exercise for Him

Halt testified that Mr Solomon Lunder had got been taught by Witty all Halt told him about it

Testimony of Hall

Ask Dr Hill whether he remembers Cashing Hatts check and whether Halt did not tell say that that was the proceed on another Co

Halt - met me at the door,

Our Lumber might make a settlement

Detch - Mr Witty spoke especially about the Rutland Co

Cranefoot was in shop when Halt came to the door and called Witty out during or forgot to say Mr Witty

Did not talk over 2 minutes in corridor Witty said I been looking up your Record in Pa.

Statement as to Butt Check

Evidence into Pulman Affair and with Witty

Witty said to Halt - We can work together

Got the Stateroom Lumber refused to the P & R R R Co.

Halt was to work his orders & Witty to finish the Lumber

Settlement of Reading Lumber had not been made when I left Bensing

I. P. WITTIG
Dealer in all kinds of Lumber
BROADWAY, VIRGINIA.

HARRISONBURG, VIRGINIA, Oct 28 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Hutt $ 50.25

Fifty 25/100 DOLLARS

ROCKINGHAM NATIONAL BANK
PAID
OCT 30 1911
HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

I P Wittig.

Pay to the

FIRST NATIONAL BANK & TRUST CO.
THE FIRST NATIONAL BANK
ARLINGTON, VA. Capital
S. O. ALEXANDRIA.

I. P. WITTIG
Dealer in all kinds of Lumber
BROADWAY, VIRGINIA

HARRISONBURG, VIRGINIA, Dec 15 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt $ 50 00

Fifty 00/100 DOLLARS

DEC 19 1911

SAFE DEPOSIT BOXES FOR RENT

I. P. Wittig

Wm. Mann Co., Philadelphia

J. E. Hoch

HARRISONBURG, VIRGINIA. Sept 20 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt — $ 40 00

Forty DOLLARS

ROCKINGHAM NATIONAL BANK PAID Sep 20 1911 HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

J. W. Fitting

Wm. Mann Co. Philadelphia

Pay ANY BANK, BANKER or TRUST CO.

THE FIRST NATIONAL BANK

BROADWAY, VA.

T. G. ALEHIZER, Cashier.

Yrs. 26

I. P. WITTIG
Dealer in all kinds of Lumber
BROADWAY, VIRGINIA

HARRISONBURG, VIRGINIA. Oct 23 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF Mr. J. E. Holt $ 25.00

Twenty five 00/100 DOLLARS

ROCKINGHAM NATIONAL BANK PAID OCT 23 1911 HARRISONBURG, VA.

I P Wittig.

SAFE DEPOSIT BOXES FOR RENT

Wm. Allen Co. Philadelphia

Pay ANY BANK, BANKER or TRUST CO.
or Order, All Prior Endorsements Guaranteed
THE FIRST NATIONAL BANK
BROADWAY, VA.
C. O. ALGHIZER,
Cashier.

J. E. Flora

Account with J. E. Holt –
Broadway Va.

1911			
Sept 20	to Check advanced Holt	$40.00	
Oct 20	to 140 ft 150 wht Pine for Walk	210	
Oct 23	By Cons wht Pine E Early Store		33.23
" 23	By McClaf & Musselman Cors to Pittsville		20.67
" 23	By " " 2 Cors to E Pt N.J.		6.24
" 23	to Check to J. E. Holt –	25.00	
settlement – Oct 28	By 2 Cors wht Pine to Skelton		57.21
Oct 28	to Check in Settlement –	50.25	
Dec 18	to Check loaned Holt – to pay his taxes	50.00	

Holt is entitled to credit against above charge of 50.00 as follows –
Com. on Cor Permit # 500027 Cor 13.00
Com on Cor ACZ # shipped to No Con.
Rutland RR and for which he appropriated the money.
Com on 3 Cors shipped from Mt Solon and Sold to Blue Grass Lumber Co } Con due Holt

Com. due a Oct Cor McClaf & Musselman Cor M M # 35353 shipped Jan 3, 1912 from Emmitsburg Md to Ashley & Co
A Cor Inv & dr C-3671 to J E Holt – Holt's Commission on this Cor 10.26

Date of the
Beginning of Book
Account with Holt
and the reason
for date of its
Beginning.

Neuville June 19? 1912

Mr J P Whitney
Broadway Va

Dear Sir

Your postal received glad you got Holt back to your own Barn yard as he is a bad old snake I told Mr Snyder he said he would write to you Mr Whitney if you need any Witness you can get them here I will come any time to help you out the $20.00 you sent a

check for I got from Mr—
Snyder I dont like to ask
for any thing but when I got
my expenses out of that I
had none left I think there is
$5.00 coming to me for my
work I had to make 3 or 4
trips to Harrisburg that is
1.50 one time I dont want you
to think I am a Grafter but
I lost my time and I only
was glad to help Get the
old man out I will do any thing
to help you
let me hear from you
R F. Hausholder Steelville Pa

ALL KINDS OF PRINTING.
LETTER HEADS, BILL HEADS, ENVELOPES, CARDS, STATEMENTS, INVITATIONS, ETC.
PUBLIC SALE BILLS A SPECIALTY

The Valley Times,

CHESTER C. BASHORE, Editor and Proprietor.
CORNER BIG SPRING AVENUE AND CHESTNUT STREET.
NEWVILLE, PENNA.

ESTABLISHED IN 1881.
CIRCULATION GUARANTEED LARGER THAN ANY OTHER PAPER IN CUMBERLAND COUNTY.
$1.00 IN COUNTY; $1.25 OUTSIDE

Newville Penna,
June 29 1912,

Mr. J. P. Nitling:—

Dear Sir,

Your letter received and was sorry the list of names were overlooked. Enclosed find same these being the list of victims of J. E. Holt.

J. E. Holt would swindle the people in this way, he would buy the lumber in the name of the Berwick Lumber Co., etc., and ship it in his name, and retain the proceeds.

He then would work the two year limit on them to cut out the criminal proceedings he then would have them.

Let me hear from you soon.

Yours Resp.

F. E. Hosselbolder.

over

Joseph Swartz
Newville Pa

Herbert Boer
Newville Pa

Hezekiah Boyle
Newville Pa

Kochenower Bros
Willsboro
Pa

P S.
If you want any
more I can give
you plenty

July 8th 1912.

Broadway, Va.,

Mr. T.N.Barney,

Clearville, Pa.

Dr. Sir:- I have your letter of a short time ago relative to J.E.Hoit and I note that you will appear as a witness if needed. Now My prosecuting attorney says that we can not bring in and outside evidence as to his character unless he opens the way. If he, in his defence gives rise to this point then we can bring his character into Question.

What I want to know is will you come in case we need you and send you a telagram to that effect. We will not know whether we can use you untill he comes into court and we find what his defence is going to be. Our law provides, that witnesses coming from another state shall be paid their travelling expenses and a reasonable allowance for their attendance this to be determined by the Judge of The Court.

Please advise promptly whether or not you will c come on receipt of telagram if needed.

Awaiting your advices,

I am yours very truly,

L.P.Witting.

July-6th 1912.

Broadway, Va.,

Mr. H.C.Snider,

Newville, Pa.,

Dr. Sir:- Replying to your letter of a short time ago relative to J.E.Holt, I want to say that I am very sorry that we cannot go into the character of this man in trial of our case unless he attempts to show that he has a good reputation and which I hope he will do in order to give us an opportunity to go into his character. Now we will nowt know what his defence will be until the case is opened in Court and what I want to know is whether you will come to Harrisonburg, Va on Receipt of a telagram in case we can use your evidence? Our laws provide that witnesses out of the state shall be allowed their traveling expences and a reasonable allowance for attendance and this to be determined by the Judge of the Court. Please arrange so that you can come if needed and the trial will be on the 18th of July at Harrisonburg, Va.,

Please let me hear from you at an early date.

Yours very truly,

I.P.Wittig.

July-8th 1912.

Broadway, Va.,

Mr. F. E. Householder,

Newville. Pa.

Dr. Sir:- In replying to your favor of the 29th of June, will say that I note the names of J. E. Holts victims which you have enclosed Now Our Prosecuting Attorney says that we can not attack the character of Holt in this case unless he attempts to show that he has a good reputation and then it will open this field of evidence. I do not know what course he will take in his defense. I think that he will try to show that he intended to come back to Va and settle and that he did not intend to steal the money and if he does this then We may be able to have some evidence from you people admitted into the case to show that he was in the habit of defrauding others in the same way in which he did me.

Now I will leave this evening for Steelton, Pa and perhaps to Phila. Pa in order to get some evide nce which we must have in order to complete our case. and I want to know whether you and Mr. Snider and say one of the other gentlemen whose names you mention who you think would be the best w witness for us, will come on receipt of telagram in case you are needed. Our laws provide that witnesses coming from out of the state shall be allowed their traveling expences and a reasonable compensation for their attendance. this shall be determined by the Judge of the Court. So you see that you will run no risk in coming and that you will be paid. We can not summon witness out of the state and therefore. I hope that you can arrange to come on receipt of telagram in case you can be of any benefit to us in the case. We want to send him to the Penitentiary and we must have sufficient evidence to do this at any rate.

Awaiting your immediate advices,

I am yours very truly,

I. P. Wittig.

Case J.E. Holt -
Copy of letter
to Parties in Penna.
Relative to appearing as
Witness by Weis.

HARRISONBURG, VIRGINIA. July 31 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt

Thirty four 03/100 DOLLARS

ROCKINGHAM NATIONAL BANK
PAID
AUG 1 1911
HARRISONBURG, VA.

$ 34.03

J. P. Witting.

T. C. Aldhizer

HARRISONBURG, VIRGINIA, June 22 1911 NO.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA

PAY TO THE ORDER OF J. E. Holt $ 38.84

Thirty Eight 84/100 DOLLARS

Acct white Pine Co. Edinburg Va.

J P Witting.

ROCKINGHAM NATIONAL BANK PAID JUN 23 1911 HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

J. E. Holt

Pay ANY BANK, BANKER or TRUST CO.
or Order, Bearer & Assignees Guaranteed
THE FIRST NATIONAL BANK
BROADWAY, VA.
T. C. ALDHIZER, Cashier.

HARRISONBURG, VIRGINIA. Oct 10 1911 No.

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA.

PAY TO THE ORDER OF J. E. Holt

Twenty Three 56/100 DOLLARS

Acct Prime 1 Offered from Mrs. Jackson 21

$ 23.56

J. P. Kitty

PAID

Pay any bank, banker or trust co.
or order, in New York exchange, to the order of
THE FIRST NATIONAL BANK
BROADWAY, N.Y.
T. C. ALDRIZER, Cashier.

J. E. Mack

HARRISONBURG, VIRGINIA, April 14 1911 No. 95

THE ROCKINGHAM NATIONAL BANK

OF HARRISONBURG, VIRGINIA

PAY TO THE ORDER OF J. E. Holt $ 23.60

Twenty Three ——— DOLLARS

ROCKINGHAM NATIONAL BANK, PAID 30/100 APR 15 1911 HARRISONBURG, VA.

SAFE DEPOSIT BOXES FOR RENT

J. T. Wally

Pay any Bank, Banker or Trust Co.
or order, for collection, to the credit of any bank
THE FIRST NATIONAL BANK
BROADWAY, VA.
T. O. ALDHIZER, Cashier.

J. D. Bell

John J. Rumbarger Lumber Company

Hardwood, Spruce and Hemlock Lumber

"A.B.C." LUMBERMANS STANDARD
LUMBERMANS TELECODE
AND WESTERN UNION CODES USED
KEYSTONE AND BELL TELEPHONES

418 Perry Building
S.E. Cor. 16th and Chestnut Sts.
Philadelphia

July 10, 1911.

I.P. Wittig,

Broadway, Va.

Dear Sir:

We hand you herewith inspection certificate # B-2555, of Henry P. Thompson, Deputy Inspector of the National Hardwood Lumber Association, on car #66824, and our check for $164.18 covering the car as follows:

6/4 Oak #1 & 2,	204'	@	$43.00.	$ 8.77.	
8/4 " #1 & 2,	1284'	@	43.00.	55.21.	
6/4 " #1 Common,	660'	@	28.00.	18.48.	
8/4 " #1 "	3240'	@	28.00.	90.72.	
4/4 " #2 "	1414'	@	16.00.	22.62.	
6/4 " #2 "	187'	@	18.00.	3.37.	
8/4 " #2 "	964'	@	18.00.	17.35.	
4/4 " #3 "	205'	@	11.00.	2.26.	
8/4 " #3 "	~~74'~~ 232	@	13.00.	.96.	$219.74.

Less freight,	$47.60.	
" Inspection fee	4.11.	
" Handling,	.50.	
		52.21.
		$167.53.
Less 2%,		3.35.
Balance,		$164.18

Our customer had originally inspected the car to contain: ~~180~~ 169 Lgr.

1143' #1 & 2,
4644' #1 Common,
2432' #2 Common.

This inspection differed so greatly from your invoice, that we had the National Hardwood Lumber Association Inspector go through it, and he made it as per certificate inclosed herewith.

Very truly yours,

N-JJR

JOHN J. RUMBARGER LUMBER CO.

Vice-Pres. & Gen. Man.

I. P. WITTIG,

MANUFACTURER OF AND DEALER IN

OAK CAR LUMBER, RAILROAD TIES AND DOCK TIMBER.

Broadway, Va., May-15th 1911. *191*

John J. Kumbarger Lumber Co.,
418-Perry Building,
Philadelphia, Pa.

To----------I.P.Wittig----------Dr.
Broadway, Va.

For the following oak shipped from Rainbert, Va To Philadelphia, Pa in car N.Y.C.&H.R.R.C.101-account J.E.Holt's Order #429-

---

241-pcs 8/4 oak, Quality 1's & 2's- 3370' @ 43.00 pr M delivered $155.41

201- " 8/4 No one common quality 2060'@$35.00 pr M delivered $ 71.68

$230.09

less 2%.

SOUTHERN RAILWAY COMPANY

Form 407

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

Agent's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

at Shelbyville Ky. May 15 191 1

from J. P. Whitney the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof), and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from _____

to _____ is in Cents per 100 Lbs.

If no Class 1st Class	1F 1st Class	1F 2d Class	1F Rule 25	1F 3d Class	1F Rule 26	1F Rule 28	1F 4th Class	1F 5th Class	1F 6th Class	1F Class A	1F Class B	1F Class C	1F Class D	1F Class E	1F Class H	1F Class F	Per Barrel per _____ / Per Barrel per _____

(Mail Address—Not for purposes of Delivery.)

Consigned to John J. Rauchenberger Elev. Co.

Destination Louisville State of Ky. County of _____

Route P R R Car Initial M & O Car No. 56151

No. PACKAGES	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN
	over Hill			

If charges are to be prepaid, write or stamp here, "To be prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per _____

(The Receiver hereby acknowledges only the amount prepaid.)

Charges Advanced:

$ _____

J. P. Whitney Hold

C. A. Brown Agent

Per _____

CONDITIONS.

Sec. 1. The carrier or party in possession of any of the property herein described shall be liable for any loss thereof or damage thereto, except as hereinafter provided.

No carrier or party in possession of any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for differences in the weights of grain, seed or other commodities caused by natural shrinkage or discrepancies in elevator weights. For loss, damage or delay caused by fire occurring after forty-eight hours (exclusive of legal holidays) after notice of the arrival of the property at destination or at port of export (if intended for export) has been duly sent or given, the carrier's liability shall be that of warehouseman only. Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay occurring while the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or resulting from a defect or vice in the property, or from riots or strikes; or for country damage on cotton. When in accordance with general custom, on account of the nature of the property, or when at the request of the shipper the property is transported in open cars, the carrier or party in possession (except in case of loss or damage by fire, in which case the liability shall be the same as though the property had been carried in closed cars), shall be liable only for negligence.

In case of quarantine the goods may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's despatch, or at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease; such goods may be discharged, or goods may be returned by carrier at owner's expense and risk to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to goods shall be borne by the owners of the goods or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required by quarantine regulations or authorities, even though such may have been done by carrier's officers, crew, agents or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof.

Sec. 2. In issuing this bill of lading this company agrees to transport only over its own line, and, except as otherwise provided by law, acts only as agent with respect to the portion of the route beyond its own line.

No carrier shall be liable for loss, damage or injury not occurring on its own road or its part of the ground route, nor after said property has been delivered to the next carrier, except as such liability is or may be imposed by law.

Sec. 3. The carrier is bound to transport said property by any particular train or vessel, or to time for any particular market or otherwise than with reasonable despatch, unless by specific agreement indorsed hereon. Every carrier shall have the right in case of physical necessity to forward said property by any railroad or route between the point of shipment and the point of destination; but if such diversion shall be from a rail to a water route the liability of the carrier shall be the same as though the entire carriage were by rail.

The amount of any loss or damage for which any carrier is liable shall be computed on the basis of the value of the property during the bona fide invoice price, if any, to the consignee, including the freight charges, if prepaid, at the place and time of shipment under this bill of lading, unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariffs upon which the rate is based, in any of which events such lower value shall be the maximum amount to govern such computation, whether or not such loss or damage occurs from negligence.

Claims for loss, damage or delay must be made in writing to the carrier at the point of delivery or at the point of origin within four months after delivery of the property, or, in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless claims are so made the carrier shall not be liable.

Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance.

Sec. 4. All property shall be subject to necessary cooperage and baling at owner's cost. Each carrier over whose route cotton is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unreasonable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership, and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 5. Property not removed by the party entitled to receive it within forty-eight hours (exclusive of legal holidays) after notice of its arrival has been duly sent or given may be kept in car, depot or place of delivery of the carrier, or warehouse, subject to reasonable charge for storage and to carrier's responsibility as warehouseman only, or may be, at the option of the carrier, removed to and stored in a public or licensed warehouse at the cost of the owner and there held at the owner's risk and without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

The carrier may make a reasonable charge for the detention of any vessel or car, or for the use of tracks after the car has been held forty-eight hours (exclusive of legal holidays) for loading or unloading, and may add such charge to all other charges hereunder, and hold such property subject to a lien therefor. Nothing in this section shall be construed as lengthening the time allowed by law or as setting aside any local rule affecting car service or storage.

Property destined to or taken from a station, wharf or landing at which there is no regularly appointed agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and when received from or delivered on private or other siding, wharves or landings, shall be at owner's risk until the cars are attached to and after they are detached from trains, or until loaded into and after unloaded from vessels.

Sec. 6. No carrier will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs, unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Sec. 7. Every party, whether principal or agent, shipping explosive or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 8. The owner or consignee shall pay the freight, and storage, if any, and all other lawful charges accruing on said property, and, if required, shall pay the same before delivery. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 9. Except in case of diversion from rail to water route, which is provided for in Section 3 hereof, if all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statutes; or this section, and without also to the conditions that no such carrier or party in possession shall be liable for any loss or damage resulting from fire, or for any loss or damage resulting from the perils of the lakes, sea or other waters, or from vermin, leakage, chafing, breakage, heat, frost, wet, explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery or appurtenances, whether existing prior to, at the time of, or after sailing; or unseaworthiness; or from collision, stranding or other accidents of navigation, or from prolongation of the voyage. And any vessel carrying any or all of the property herein described shall have the liberty to call at any port or ports, to tow and be towed, to transfer, to tranship, to lighter, to load and discharge goods at any time, and assist vessels in distress, and to deviate for the purpose of saving life or property. Such water carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry such property upon deck.

The term "water carriage" in this section shall not be construed as including lightage across rivers or in lake or other harbors when performed by the rail carrier, and the liability for such lightage shall be governed by the other sections of this instrument.

Sec. 10. Any alteration, addition or erasure in this bill of lading which shall be made without an endorsement thereof hereon, signed by the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

I. P. WITTIG,

MANUFACTURER OF AND DEALER IN

OAK CAR LUMBER, RAILROAD TIES AND DOCK TIMBERS.

Broadway, Va., April 10th 1914

Mr. J.M.Holt,

Carlisle, Pa.

Dr. Sir:- You did not come to Va to settle with me as you promised when I had you arrested in Harrisburg,Pa early in March 1913. I expect to attend your trial at Carlisle Pa in May and in case you are not convicted on the charges on which you are now being held I will most assuredly have you brought back to Va for trial. I expect to go to Carlisle soon and will be around to see you.

Yours truly,

Letter written to
Holt while he
was in jail in
Carlisle Pa

orders of 1" inch oak boards bought from the Stuart Lbr Corp. Stokesville Va. at $7.00 per M f o b cars. Shipped to the P & R people at about $21.00 per M delivered Pottsville, Pa. estimated freight $6.00 per M estimated amount 30.000 ft. estimated profit $8.00 per M 1/2 at 4.00 per M $ 120.00

1 carload oak Lbr shipped the Pullman R.R. Co. by Heines Jones & Co of Stokesville Va. on which Mr Willing made an error in settlement at 15.00 & 16.00 per M when it should have been 14.00 & 16.00 per M amounting to a difference in my favor of about 5.00

Six months work tallying wagon loads of Lbr from July 1st 1911 to Jany 1st 1912. at $30.00 per Month. 180.00

Cash expenses looking after the 3 cars Heines Jones & Co. Lbr loaded at Mt Solon Va. by Jonathan Jackson between Dec 22nd 1911 & Jany 4th 1912 11.43

$ 418.43
394.27
24.16

Harrisonburg, Va. July 15th 1912

Amounts to credit of Wm Witting

Cash on a/c	2.00
Check " "	50.00
Rutland R.R.Co check less 1/2 profit	117.30
Penna Steel Co Shipment	224.99
	$394.29

30.000 ft 1" inch oak boards. sold to Mr Henderson of Hancock. Md. loaded at Quicksburg. Va. by B. F. Sheffer 1/2 profit on 30.000 ft at $1.00 per M
Mr Witting said this would be paid us by. 15.00
Mr Henderson.

3 carloads 1" inch oak & Chestnut boards sold the Blue Grass Lbr Co. through their agt. Jonathan Jackson. bought from Hiram Jones Co Stotesville Va.
1/2 profit about 30.00

1 carload oak box lbr shipped by
Wm Cleaf & Musselman. Winchester, Va.
Shipped to P&R people 1/2 profit about. 12.00

1 carload Walnut no report from
Mr Witting. say roughly 1/2 profit about 20.00

1 carload 2" inch oak Plank fine quality.
bought from Geo Harper. Haymarket. Va.
No report from Mr Witting. say roughly
1/2 profit about 25.00

1. Walter C. Armentrout
2. John T. Miller
3. E. F. Hyger
~~[illegible]~~
4. M. L. Lanham
5. T. L. Nicholas
6. James T. Scott
7. James A. Harrison
8. C. L. Bond
~~[illegible]~~
~~[illegible]~~
9. Daniel S. Hyger
10. J. R. Wampler
~~[illegible]~~
11. R. R. Brown
12. Frank Oats

If any person wrongfully and fraudulently use or dispose of any property which he shall have received for another, he shall be deemed guilty of the larceny thereof.

Code sec. 3716

If the accused here shipped these goods to the Penna. Steel Co., invoicing them to the consignee in his own name as the owner or seller, and did this wrongfully and fraudulently, thereby intending to obtain and appropriate to himself the proceeds of the goods, and did accordingly receive and appropriate to himself the proceeds of the goods, he is guilty under the statute above quoted of the larceny of the goods.

If I know my neighbor wants to buy a horse and I send mine to him with instructions to my servant or agent to sell him to the neighbor for $100. and to tell the ~~neighbor~~ buyer to deposit the price to my credit in bank, and the servant sells the horse at the price named to the neighbor to whom he was sent ~~at the price~~ but as his own horse & with the fraudulent intent of appropriating the money & does appropriate the money, the servant is guilty under the statute of the larceny of the horse

Commonwealth
vs
J. E. Holt

Memo of Court
on a ruling requested
by Counsel before
trial commenced

Memo. of Cond

bill in the name of the purchaser, and issued or filed them to the purchaser in his own name as the seller, I think he would be a shipper in his own name within the meaning of the statute & guilty of the larceny of the goods if he fraudulently failed to account for the proceeds.

The operation of this decision is not, however, confined to commission merchants but it applies to any one who, being in possession of property for or on account of another, ships in his own name & sells & fraudulently fails to account.

Sec. 3718 was, seemingly, intended to apply to the case of commission men & such others as handle the goods of their customers or principals in their own names. The fraudulent failure to account for the proceeds of the sale is the gist of the offence. The storing & shipping in the name of Com^n man is no part of the offence - that is, or maybe, lawful. This language in the statute is merely descriptive of the character of the transactions in which the failure to account shall be deemed larceny. (meaning one who transmits the goods in his own name as the owner or seller.) If a Com^n man should not actually bill the goods in his own name as consignee (or consignor) with the carrier

We The Jury Lawfully find The prisoner
Guilty of Grand Larceny as Charged in
Indictment - and hereby fix his
punishment - 2 yrs in Penitentry
M L Lanham Foreman

If you find him not guilty you will say so and no more - If you find him guilty of Grand Larceny as charged in the Indictment you will say so, and then ascertain the term of his confinement in the Penitentiary so that such term be not less than one nor more than ten years -

Commonwealth of Virginia,

COUNTY OF ROCKINGHAM, To-wit:

IN THE CIRCUIT COURT OF SAID COUNTY:

The jurors of the Commonwealth of Virginia, in and for the body of the County of Rockingham, and now attending the said Court at its May term, in the year 1912, upon their oaths present that J. E. Holt

on the 28th day of December, in the year 1911, in the said County, Thirteen thousand and twenty six (13026) feet of pine lumber, of the value of Two hundred and sixty (260 00) dollars, of the goods and chattels, and property of J. P. Witty then & there being found, then & there unlawfully and feloniously did steal take and carry away

against the peace and dignity of the Commonwealth of Virginia.

Upon the evidence of J. P. Witty witness sworn in open Court and sent to the Grand Jury to give evidence.

Clerk.

We, the jury find the prisoner, J. E. Hoet, guilty of Grand Larceny as charged in the indictment, and fix his punishment at two years confinement in the penitentiary.

M L Lanham Foreman

Commonwealth

vs. } INDICTMENT.

J. E. Hoet

~~Larceny~~ Filed

A TRUE BILL.

M L Lanham

Foreman.

1912 - May 2
Not Guilty
Set for trial July 18/12
Jury. Verdict. 2 years
in Pen.

$1000.00

SUPERINTENDENT OF THE VIRGINIA PENITENTIARY.

SIR:

It appearing that J. E. Holt #10961 No. _____ a prisoner confined in the Virginia Penitentiary for a term of 2 years, under sentence pronounced by the Circuit Court of Rockingham County at the July 1912 term, 19 _____

has served out half of the term of imprisonment for which he was sentenced, as shown by the prison records, and it further appearing that the said J. E. Holt #10961 No. _____ is a fit person to receive a parole, and having furnished satisfactory assurance that he will not be dependent upon public or private charity; now therefore,

We, the Board of Directors of the Penitentiary of the State of Virginia, in pursuance of authority vested in us by Act of Assembly, approved March 7, 1904, do parole the said J. E. Holt #10961 No. _____ during the remainder of his term of sentence, upon the following conditions—viz: That he shall at all times during this parole conduct himself as an honest, sober, peaceable, industrious, and law-abiding citizen; and that he accept and continue in the employment secured for him as per employment certificate hereto attached.

J. D. Watson
President Board of Directors. per hd

I understand the terms of this my parole and agree to perform all its conditions.

J. E. Holt No. 10961

Witness,

H. R. Cline

Date Nov. 19, 1913.