1893-02 Southampton County Chancery - Allington & Curtis Mfg. Co. Vs Franklin Lumber Co. et als

Sues to have W.H. Jones, Trustee take possession of all property owned by Defendant & enjoine & restraine from paying out & distributing, or disposing of any assets belonging to Defendant.

Porter & McNeal Co. { Porter, James B. / Sutton, W.T; Jr

Story & Co. { Gary, C.W. / Story, J.M.

Gray & McNeal { Bryant, S.A. / Gray, A.L. / McNeal, J.B.

Gilliam & Pace { Gilliam, J.E. / Pace, W.T.

Vacom Oil Co.

Prettlow, John Jr.
" , Sue (wife)

Farmers Bank of Nansemond (By Jones, W.H. Jr. Trustee)

Allington & Curtis
Mfg. Co. Et als.

vs. } Bill in Equity.

Franklin Lumber Co
Et als.

Copy for Defendants
— at once —

J. C. PARKER,
**ATTORNEY-AT-LAW,**
Main St., Franklin, Va.

To the Hon.C.W.Hill,Judge of the Circuit Court of Southampton County,Va.

Humbly complaining,your orators the Allington and Curtis Manufacturing Company,a corporation,James B.Porter and W.T.Sutton Jr. partners trading as the Porter-McNeal Company,C.W.Gary,J.M.Story trading and doing business as Story & Co.,S.A.Bryant,A.L.Gray and J.B.McNeal,trading and doing business as Gray & McNeal,J.E. Gilliam and W.T.Pace,merchants and partners,trading as Gilliam & Pace,Vacuum Oil Company,a corporation,and all the other creditors of the Franklin Lumber Company who will come in and bear their share of the costs of this suit showeth unto the court that the Franklin Lumber Company,a corporation ,chartered under the laws of the state of Virginia for the purpose of manufacturing lumber and for other purposes set forth in the charter,and doing business and having its cheif office at Franklin,Southampton County,Va.was,on the 5'th day of April 1892,indebted to Gray & McNeal,one of yous complainants,in the sum of $2529.15,for supplies,consisting of rough pine lumber,neccessary to the operation of the said Company's business,and that a lien against the said Company for said claim was filed in the clerk's office of the County Court of said County on the said 5'th day of April 1892. That the said Company was,on the 5'th day of April 1892 indebted to Sto -ry & Co.,another of your complainants,in the sum of $1014.47 for supplies,consisting of rough pine lumber,neccessary to the operation of the said companies business,and that a lien against said Company for the said claim was filed in the clerk's office of the county Court of said County on the fifth day of April 1892.That the said Company was,on the 7'th day of April 1892,

indebted to C.W.Gary,another of your complainants,in the sum of $1443- for supplies,consisting of rough pine lumber,neces-sary to the operation of the said Companies business,and that a lien against the said Company for the said claim was filed in the clerk's office of the County Court of said County on the 7'th day of April 1892.That the said Company was,on the 9'th day of April 1892,indebted to Gilliam & Pace,another one of your complainants,in the sum of $286.28 ,for supplies,consisting of roofing and other work,done on the building which is a part of the plant of the said company,and neccessary to the operation of the Company,and that a lien against the said Company for the said claim was filed in the Clerk's office of the County Court of the said County of the 9'th day of April 1892.That on the 11'h day of April 1892,the said Company was indebted to The Porter-Mc-Neal Company,another of your complainants,in the sum of $235.73 for supplies, consisting of numerous parcels and kinds of machinery and other fixtures connected with the said plant and neccessary to its op-eration,and that a lien against the said company for the said claim was filed in the clerk's office of the County Court of said County on the 11'th day of April 1892.That on the 20'th day of June 1892,the said Company was indebted to Vacuum Oil Compa-ny another one of your complainants,in the sum of $149.29 for supplies consisting of oils used upon and neccessary to the oper-ation of,the machinery of the said company,and that a lien again the said Company for the said claim was filed in the clerk's of-fice of the County Court of the said County on the 20'th day of June 1892.That on the 7'th day of May 1892,the said Company was indebted to Allington & Curtis Manufacturing Company in the

sum of $ 500. for supplies consisting of a shaving blower apparatus and other fixtures connected therewith, neccessary to the operation of the plant of the said Company, and that a lien against the said Company for the said claim was filed in the clerk's office of the Gaunty Court of the said County on the 7'th day of May 1892. That on the 28'th day of June 1892, the said Company was indebted to S.A.Bryant, another of your complainants, in the sum of $133.44 for labor performed for the said company by himself at their plant within ninety days of the said date, and that a lien was filed against the said company for the said claim in the clerk's office of the County Court of the said County on the said 28'th day of June 1892. All of which will more fully appear by reference to copies of each of the said several liens herewith filed, marked respectively exhibits ''A'' ''B'' ''C'' ''D'' ''E'' ''F'' ''G'' ''H'', and prayed to be read as a part of this bill. And your complainants furher assert and claim that by virtue of the nature of their claims and of the statute law of Virginia as set forth in sections 2485 & 2486 of the Code of Va. of 1887, and acts amendatory thereof, and by reason of the compliance on their part with the requirements of the said statutes by filing their liens and in all other respects, they have a prior lien in the order filed on the franchise, gross earnings and all the real and personal property of the said Company to the extent of the indebtedness due them as set forth in said claims, notwithstanding any deed or conveyance made by the said Company prior to the filing of the said liens.

Your complainants further showeth unto the Court that the said Franklin Lumber Company is possesed of the following real and personal property, to wit, two certain lots of land in the town of Franklin, Va., upon which is located the mill, machinery, dry-

houses,and other portions of the plant of the said company,which lots of land were purchased by the said company from John Pretlow Jr.and wife,as is shown by the deeds from them to said company of record in the clerk's office of the county court of the said county,copies of which deeds are herewith filed,marked exhibits ''I''& ''J'',and prayed to be read as a part of this bill,and a planingmill and all the neccessary machinery and appurtenances thereunto belonging,and three drykilns for the drying of rough lumber,with all the conne ctions belonging thereto,,all situated on the said land. Your complainants further showeth unto the court that the title derived by the said Company from John Pretlow Jr.& wife,to that portion of said land upon which the said planingmill and part of said dryhoueses is located,is a condition -al title,and that the feesimple in the same reverts to the said John Pretlow Jr.as soon as the same shall have ceased to be occupied by the said Franklin Lumber Company. Your complainants further show to the Court that on the 18'th day of December 1891, said Company,together with said John Pretlow Jr.& wife,executed a to W.H.Jones Jr.,Trustee,in trust to secure certain notes therein described,the entire plant of the said Company, in which conveyance the said Pretlow and wife conveyed their reversionary interest in the said land to the said W.H.Jones Jr.,Trustee,all of which will more fully appear from a copy of the said deed herewith filed,marked exhibit ''K'',and prayed to be read as a part of this bill. Your complainants further show unto the court that the said Company is largely indebted,not only to your complainants,but to the Farmer's Bank of Nansemond,who holds the note secured by the said deed of trust,and to many other parties,and that the assets of the said company will not begin to equal its liabilities,but the company is hopelessly insolvent and unable

to meet its obligations.That early in the month of April 1892, the said company made disposition of all the lumber and other movable and marketable property that it had on hand,and then ceased operations and have not since pretended to operate the said plant,but have recently,to wit,in themonth of August 1892, leased the said property to a firm known as Lawrence,Beaman & Howell,who have since that time been operating the said plant as a planingmill.That the said Company has collected rents for the said plant from the said firm,but how they have applied it your complainants do not know.Your complainants further state that the character of work done in a planingmill and dryhouses is of such a nature that there is always great danger ~~from~~ of the destruction of the property operated, ~~from~~ by fire,and your complainants are advised and beleive that should the said property be destroyed by fire at this time,that their claims would thereby be rendered worthless,as the said company has no other assets,and the insurance on the said property is in the name of the said company,with the loss,if any,payable to W.H. Jones Jr.Trustee.

Your complainants further showeth unto the court that they are informed that the said W.H.Jones,Jr.Trustee has advertised the said property for sale under the said trust deed and in accordance with the terms thereof,for the purpose of ~~securing~~ satisfying the note for $10,000.secured thereunder and now held by the Farmers Bank of Nansemond.Your complainants are advised,and therefore charge and allege,that the said deed of trust is subsequent and inferior to the liens of your complainants,and that they are therefore entitled to have their debts

fully satisfied out of the proceeds of the sale of thesaid property before the said note to the Farmers Bank is paid,or any other disposition is made of the funds derived from said sale,but unless an injunction is granted restraining the said Trustee from disposing of any of the proceeds of the sale of said property except to your complainants under the order of this court,that the rights of your complainants will be seriously affected and damaged.

In tender consideration whereof,and forasmuch as your complainants are without remedy save in a court of equity where matters of this kind are alone cognizable,to the end therefore that justice may be done,your complainants pray that the said Franklin Lumber Company,John Pretlow Jr.and Sue E.his wife, The Farmers Bank of Nansemond and W.H.Jones Jr.Trustee,be made parties defendant to this bill and required to answer the allegationscontained in the same,though an answer under oath is expressly waived;that an injunction may be granted your complainants enjoining and restraining the Franklin Lumber Company,their agents,employees and all other persons from further management or control of said plant or any other assets of the said company,or any part of the same,and that the said W.H.Jones Jr.Trustee be ordered to take immediate possession of said property and take all proper and neccessary care of the same until the same shall be sold.That the said W.H.Jones Jr.Trustee,be also restrained and enjoined from paying out,distributing,or making any disposition of the proceeds or funds derived by him from the sale of the said property until the priority and dignities of the several

claims against the said company can be ascertained by this court,and he be directed to pay out the said proceeds by the court in accordance with the same.that one of the Commissioners of this court take an account of the debts due by the said Company,with their order of priority and dignity,and that the proceeds derived from the sale of the said property be paid to the creditors of the said Company in accordance with their several priorities and dignities. That proper and reasonable fees be allowed out of the funds in this cause to the attorneys for your complainants for conducting thid cause.That all such other further and general releif may be granted as the nature of the case may require or to equity may seem meet.And your complainants will ever pray,etc.etc.

J.L. Williams
J.C. Parker } p. q. Gilliam & Pace

Virginia, Southampton Co. to wit:
This day personally appeared before me, a notary public in for said county state. W. T. Pace of the firm of Gilliam & Pace, who made oath that the statements contained in the above bill, so far as made of his own knowledge, are true, - so far as made from knowledge derived from others, he believes to be true.

Given under my hand this 5th day of October 1892.

Notary Public

**THE COMMONWEALTH OF VIRGINIA,**

Nansemond

TO THE SHERIFF OF ~~SOUTHAMPTON~~ COUNTY—Greeting:

WE COMMAND YOU TO SUMMON Franklin Lumber Company- a Corporation existing under the laws of the State of Virginia- John Prillow Jr. + Sue E. Prillow his wife- The Farmers Bank of Nansemond- a Corporation, and H. H. Janes Jr. Trustee-

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the 1st Monday in October 1892 ~~next~~, to answer a Bill in Chancery exhibited against them in our said Court by The Allington + Curtis Mfg. Company a Corporation - Jas B Porter + H. J. Sutton Jr. Partners trading as the Porter McNeal Co.- E W Gray- J.M. Story trading and doing business as Story + Co.- S.A. Bryant- A.L. Gray + J.B. McNeal trading and doing business as Gray + McNeal. J.R. Gilliam + W.J. Pace, Merchants and Partners trading as Gilliam + Pace. Vacuum Oil Company, a Corporation, and all the other Creditors of the Franklin Lumber Company, who will come in and bear their share of the Costs of this suit-

And this they shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 29th day of September, 1892, in the 117th year of the Commonwealth.

Teste: B.F. McLemore C. C.

Feb. 5th, 1892

Due, legal and sufficient service of the within admonished copies thereof received.

The Farmers Bank of Raymond

By E. E. Ellard

President

W. H. Jones Jr Trustee

Farmers Bank of Raymond

Exceptions Oct 7 1892 by defdts atty
This Cause coming on to be heard upon motion of
Franklin Lumber Co. for Judgment upon
Rule 2. Rule for his cause
J. W. Williams
Atty.

Allington & Curtis
Mfg Co. Pltfs.
vs
Sum:
Franklin Lumber Co & als.
1892. 1 Oct. Rules
Cir: Ct.

Franklin
Lumber

I would to the Circuit Court of J. R. Howell the Plaintiff of Franklin County, Ga. and he not being a Citizen of this State Makes Affidavit that Summons in this cause may be issued against the Defendants Franklin Lumber Co. a Corporation and J. R. Howell and that service may be had on any one of Defendants by delivering a copy thereof to him. Sworn to and Subscribed before me this 1st day of Oct. 1892
J. W. Williams
Atty.

**THE COMMONWEALTH OF VIRGINIA,**

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON Franklin Lumber Company - a Corporation existing under the laws of the State of Virginia - John Prellow Jr. and Sue E. Prellow, his wife. The Farmers' Bank of Nansemond - a Corporation, and W. H. Jones - Jr Trustee -

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the 1st Monday in October 1892 ~~next~~, to answer a Bill in Chancery exhibited against them in our said Court by The Allington + Curtis Mfg Company a Corporation Jas. B. Porter + W. J. Sutton Jr. - partners trading as The Porter McNeal Co. - C. W. Story - trading and doing business as Story + Co - D. A. Bryant - A. L. Gray + J. B. McNeal, trading and doing business as Gray + McNeal - J. C. Gilliam + W. T. Pace, merchants and partners, trading as Gilliam + Pace - Wade = umm Oil Company - a Corporation - and all the other Creditors of the Franklin Lumber Company - who will come in and bear their share of the Costs of this suit -

And this they shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 29th day of September, 1892, in the 117th year of the Commonwealth.

Teste: B. F. McLemore C. C.

Allington & Curtis
Mfg Co. et: als:
vs
Stat: Rules
Franklin Lumber Co et als

The Allington & Curtis Mfg Company. a Corporation. Jas. B. Porter & W. T. Sutton Jr. Partners trading as the Porter. McNeal Co. C. W. Gary. J. M. Stony. trading and doing business as Stony & Co., S. A. Bryant A. L. Gray & J. B. Mc. Neal. trading and doing business as Gray & McNeal, J. E. Gilliam & W. T. Pace. Merchants & Partners trading as Gilliam & Pace. Vacuum Oil Company. a Corporation. and all the other creditors of the Franklin Lumber Company. who will come in and bear their share of the costs of this suit.

Pltffs

Against

Franklin Lumber Company. a Corporation Existing under the laws of the State of Virginia, John Pretlow Jr & Sue E. Pretlow his wife. The Farmers Bank of Nansemond. a Corporation. and W. H. Jones Jr. Trustee.

Dfts

1892. Sept 29th. Processes to 1st Oct. Rules.

" 1st Oct. Rules. Process Executed. Bill & Exhibits filed. decree nisi

" 2 " " Bill taken for Confessed & Cause set for hearing.

This Deed, made this 18th day of December in the year one thousand eight hundred and ninety one, between The Franklin Lumber Company a corporation duly chartered under the laws of Virginia, and John Prellow Jr. and Sue E his wife, of Southampton County Virginia of the first part, and W. H. Jones. Jr. of Nansemond County, Virginia chosen as trustee, of the second part. Witnesseth: That said parties of the first part do grant unto the said party of the second part, the following property, to wit: 1st. All that certain lot of land lying in Franklin, Virginia, North of the A and S.R.R. between said said road and the Blackwater river and bounded as follows: Beginning at at a point on the North line of the Atlantic and Danville railroad where it intersects the East side of an old embankment across the field thrown up during the war of the secession, thence in a Northerly direction along said embankment to the Blackwater river thence Westwardly along said river to a line two hundred and forty five feet from and parallel with the first line, thence Southerly parallel to the first line to the line of said railroad thence Eastwardly along the line of the railroad Two hundred and forty five feet to the point of beginning, and being same land conveyed to said Company by John Prellow Jr. subject

to conditions named in said deed
2nd All that certain lot or parcel of land
near Franklin Southampton County Virginia
beginning twenty five feet in a northerly di-
rection from the middle of the main track of
the Atlantic and Danville R.R. and at the
South East corner of the Franklin Lumber
Company's other land. thence in a north-
erly direction along the Eastern Boundary of
said Franklin Lumber Company's land to the
Blackwater river about two hundred feet
thence down said said river to a straight
extension of a line forty feet from and
parallel with first line, thence along a
line parallel with and forty feet from the
first boundary to a point twenty five feet in a
Northerly direction from the middle of the
main track of said Atlantic and Dan-
ville Railway, thence in a Westerly direction
in a straight line to point of beginning
and containing by estimation about one sixth
of an acre together with all the buildings
thereon, the planing mills dry kilns and
fixtures or attachments including all the machinery
all machinery, now on said premises and
all rights, franchises, privileges and appur-
tenances belonging to said land and to
said Company except an electric light plant
now being erected upon a part of said

land, and including the entire plant of said Company. In Trust to secure to the Farmers Bank of Nansemond, ~~in~~ Suffolk Virginia the payment of the sum of Ten Thousand Dollars, ($10000.00) evidenced by a negotiable note made by the said Franklin Lumber Company of even date with this deed for that amount payable ninety day after date at the Farmers Bank of Nansemond in Suffolk, Virginia. to John Prellow Jr J.R. Howell, I.E Howell, Geo H Hilly John L Lawrence F.P. Howell, and E B. Beamon or order and endorsed by said John Prellow Jr. J.R. Howell I.E. Howell, Geo. H. Hilly, John L Lawrence, F.P Howell and E.B. Beamon and payable made to the said. The Farmers Bank of Nansemond by whom said note is held and owned; and also to secure any note or notes given in renewal or curtail of said note.

2nd, and also to secure a note for four hundred (400) dollars due John Prellow Jr. by the Franklin Lumber Company of even date with this deed which note is signed by the Franklin Lumber Company and by J.R Howell, I.E Howell. Geo. H. Hilly. John L. Lawrence F.P. Howell and E.B Beamon. In the event that default shall be made in the payment of the above mentioned debt, principal or any installment of interest, when due and pay

able, then the Trustee on being required so to do by the Farmers Bank of Nansemond. or assigns, shall sell the property hereby conveyed. And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made after first advertising the time, ~~and~~ place and terms thereof for Thirty days as said Trustee may deem best, and upon the following terms, to wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustees commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said debt, and if there be any residue of said purchase money the same shall be made payable at such time, and secured in such manner as the said parties of the first part their executors, administrators or assigns shall prescribe and direct, or in case of their failure to give such directions at such time and in such manner as the said Trustee shall think fit. The said parties of the first part covenant to pay all taxes, assessments dues and charges upon the said property hereby conveyed so long as they or their heirs or assigns

shall hold the same: and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of $1000.00 for the further protection of the said The Farmers Bank of Hammond or assigns and in the event of their failure to do so, then the Trustee or the beneficiary under this deed may effect or renew such insurance from time to time, so long as the said debt or any part thereof remains unpaid: and the insurance premiums shall constitute a part of the lien created by this deed to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or in equity by which the debt aforesaid may be recoverable. If no default shall be made in the payment of the above mentioned debt or insurance premium, then upon the request of the parties of the first part, a good and sufficient deed of release shall be executed to them at their own proper costs and charges.

Witness the following signature and seal of John Pullow Jr. and Sue E. his wife, and the signature of the Franklin Lumber Company caused to be signed hereto by J. R. Howell President of said Company and the corpo-

rate seal of said Company hereto affixed and attested by L. T. Beaman Secretary and Treasurer, of said Company.

John Prillow Jr. (Seal)

Sue E Prillow (Seal)

Attest Franklin Lumber Co. (Seal)

L. T. Beaman J. R. Howell Pres Franklin Lumber Co

Secy Pres

Franklin Lumber Co.

FRANKLIN LUMBER COMPANY INCORPORATED APRIL 1890 FRANKLIN VIRGINIA

State of Virginia

County of Southampton, to wit:

I, L. R. Edwards a Notary Public for the County aforesaid, in the State of Virginia, do certify that John Prillow Jr. and Sue E Prillow his wife whose names are signed to the writing hereto annexed bearing date the 18th day of December 1891 have acknowledged the same before me in my county aforesaid. Given under my hand this 18th day of December 1891

L. R. Edwards

Notary Public

Virginia, Southampton County, to wit:

I, L. R. Edwards, a notary public in and for said County in said State do certify that J. R. Howell President and L. T. Beaman

Secretary and Treasurer of Franklin Lumber Company whose signatures are signed to the writing above bearing date the 18th day of December 1891. This day personally appeared before me in my County aforesaid and for and on behalf of the said Franklin Lumber Company acknowledged said writing as the act and deed of said Franklin Lumber Company and declared that they are respectively the President and Secretary and Treasurer of said Company. That the above is the true corporate seal of said Company and that this deed was executed and the corporate seal affixed thereto by due authority.

Given under my hand this the 18th of December 1891.

L. R. Edwards
Notary Public

County of Southampton to wit
In the office of the Clerk of the County Court for the County of Southampton the 19th day of December 1891. This deed was presented and with the certificate annexed admitted to record

Teste B. F. McLemore Clerk

A Copy
Teste B. F. McLemore Clk by A B Hogshead D C

Memorandum of the amount and consideration of the claim of W.B. Allen against the Franklin Lumber Company for wages due by the said Company to him, to wit:

1892 April 6" To amount due said Allen }
for keeping Commissary } 75.00
" Mch. 28th. To hauling goods 27 loads 2.70
$77.70

Cr.

Apl 6" 1892, By Merchandise 11.05
Now due, Apl. 6" 92. $66.65

For which amount the said W.B. Allen claims a lien as provided by statute of Va. Code of 1887 sections , and Acts of assembly 1891&2 , on the franchise gross earnings and all the real and personal property of the said Franklin Lumber Co. used in operating the same as provided by the above statutes, to the extent of the said indebtedness.

Witness my hand this the 4th day of June 1892.

W.B. Allen

County of Southampton, to wit:

This day W.B. Allen personally appeared before me and made oath to the correctness of the above statement and memorandum of the amount due him by the Franklin Lumber Co.

Given under my hand this the 4th day of June 1892.

Jas. L. McLemore
Comr in Chy. Cir. Ct.

Southampton County: In the Clerk's Office June 4th 1892

The foregoing Lien by W. B. Allen against the Franklin Lumber Co. was this day received and with the certificate annexed admitted to record.

Teste: B. F. McLemore C.C.

This Deed made this 24th day of May 1890, between John Pullow Jr. & Sue E. his wife of the first part. & the Franklin Lumber Company of the second part. all of Southampton County. Va. Witnesseth, that the said parties of the first part. for and in consideration of the sum of Four Hundred & twenty-five. Dollars to them in hand paid at & before the signing. sealing & delivery of these presents, the receipt whereof is hereby acknowledged, hereby. grant, bargain, & sell unto the said party of the second part, the following real property, to wit. a certain lot or parcel of land lying in Franklin Va. North of the A & D.R.R. between said Railroad & the Blackwater River & bounded as follows, beginning at a point on the north line of the Atlantic & Danville Railroad, where it intersects the east side of an old embankment across the field, thrown up during the war of the secession, thence in a northerly direction along said embankment, to the Blackwater River, thence westerly along said River to a line two hundred & forty-five feet from & parallel with, the first line. thence southerly, parallel to the first line, to the line of said Railroad; thence easterly along the line of the Railroad, two hundred & forty-five feet to the point of beginning. To have & to hold, subject to the conditions & restrictions hereinafter named, to the said party of the second part, its assigns or successors forever, free from the claims of all persons whatsoever.

It is agreed between the parties hereto that if at any time the said Company shall become defunct, or if for any reason the said land shall cease to be used by said Company for their purposes, then the said land shall revert to the said John Prillow Jr. or his heirs upon the following conditions however, that he or his heirs, pay to the said Company therefor, the sum of Four Hundred & Twenty-five Dollars. But in case of such reversion, the said Company shall have the right to remove any or all building or buildings & machinery that they may have put upon said land. And it is further agreed between the parties, that the right of landing from the River upon said land is restricted solely to the said Company for its use & purposes & that no other person, persons or corporations, shall have any right to land anything from said River upon said land, or from the land to the River. And the said parties of the first part, in consideration of the above premises & transactions, hereby lease, let & grant unto the said party of the second part, for a term of five years next after the date of this deed, all of the land on the north side of the said Railroad & between it & the River, on the east side of the said land herein conveyed, down to the River, & on the west side up to a small house near the Railroad called a section house, and the said party of the

second part agree to use said land during said five years only for the use of the said Company, & to surrender the possession of the same at the end of five years. But at the end of five years, the Company shall have the option of purchasing said land, at the price charged by said party of the first part, at that time. And the parties of the first part hereby warrant & guarantee to the said party of the second part, that the said north line of the A & D. Railroad is not to exceed fifty feet from the main line of the track of the said Railroad.

Witness the signatures & seals of the parties the day & year first above written.

John Prillow Jr. (Seal)

Sue E. Prillow (Seal)

Virginia. Southampton Co. to wit:

I, J.C. Parker, a Commissioner in Chancery in & for the County & State aforsaid, hereby certify that John Prillow Jr. & Sue E. Prillow, his wife whose names are signed to the writing above, bearing date the 24th day of May 1890 appeared before me in my County & acknowledged their signatures to the said writing

Given under my hand this 24th day of May 1890

J.C. Parker

Comr in Chancery

Southampton County: In the Clerks Office June 4. 1890
The foregoing Deed from John Pretlow Jr. & Sue E. his
wife, to Franklin Lumber Co., was this day received
and with the certificate annexed admitted to
record.

Teste: B. F. McLemore C.C.

a Copy - Teste: B. F. McLemore C.C.

Pretlow

J. Pretlow
to
F. L. Co

281

Know all men by these presents that I, S. A Bryant, file the following memorandum and make affidavit to the same as being the correct amount due me by the Franklin Lumber Company for work done as one of its employees. $133.44

Due Mr. S. A. Bryant, One Hundred Thirty Three + 44/100 for time made in March and April

Franklin Lumber Co.

5/7" — 92. Per C.

The amount due me on the seventh day of May 1892. was One Hundred & thirty three 44/100 ($133.44) as is shown by the due bill of said Company given me at that time and herewith filed. That on the 16th. day of May said Company paid me the sum of $42.50 on said due bill leaving a balance due of $90.94. which has never been paid and is still due by the said Company to me. The consideration furnished for the said amount was work done for the said Company as one of its employees in the operation of their lumber manufacturing establishment at Franklin Va. by myself. I claim that by virtue of sections 2485 + 2486 of the Code of Va. of 1887, and by ~~and by~~ virtue of chapter 224 of the acts of assembly of Va. of 1891-2 approved Feb-

ruary 15th 1892, I have a prior lien on all the franchises, gross earnings, and on all the real and personal property of the said Franklin Lumber Company which was used in the operation of their mill at Franklin Va., and I hereby claim and set up a lien against the said company for the said amount of $90.94 for work done for them as a laborer, and claim said lien on all the property of the said Company of every kind. And further make affidavit that the work for which this bill is due has been done within the past ninety days.

Witness my hand and seal this 28th day of June 1892.

S. A. Bryant (seal)

Virginia: Southampton County: to wit:-

I, J. C. Parker, a Commissioner in Chancery in and for the County and State aforesaid, hereby certify that S. A. Bryant, whose name is signed to the writing above bearing date the 28th day of June 1892, has acknowledged the said writing before me in my County, and has made affidavit before me to the truth of the allegations made in said paper or writing. Given under my hand this

28th day of June 1892

J. C. Parker
Comr in Chancy

Southampton County: In the Clerk's Office June 28" 1892. The foregoing Lien by S.A. Bryant against the Franklin Lumber Co. was this day received and with the certificate annexed admitted to record.

Test: B.F. McLemore C.C.

Memorandum of the amount and consideration of the claim of The Allington & Curtis Mfg. Co. of Saginaw Mich. against Franklin Lumber Company, a corporation doing business at Franklin Va. in Southampton County, which claim is for supplies furnished the said Company at Franklin to enable it to operate its plant, and are such as were necessary to the operation of the same. The consideration and amount of the said claim is as follows

Order No 1602

agent D.R.S. Saginaw. E.S., Mich Aug 28th 1891.

Franklin Lumber Co.

Franklin Va

Bought of The Allington & Curtis Manufacturing Co.

| | | | |
|---|---|---|---|
| 1 | Dust Collector #66 | 300. | |
| 2 | Furnace Feeders | 200 | |
| | | | 500 |

Work finished and accepted Nov. 7th 91

which said supplies amounting to $ were furnished the said Franklin Lumber Company, as aforesaid within six months next preceding the filing of this lien, & for which the said The Allington & Curtis Mfg. Co. claims a lien as provided by Code of Va. 1887. sections 2485 & 2486 on the franchise, gross earnings and on all

the real and personal property of the said Franklin Lumber Company. which is used in operating the same to the extent of the moneys due them by the said Company for said supplies.

Given under our hands this the 4th day of May 1892.

The Allington & Curtis Mfg. Co.
per James H. Gilbert Secy.

State of Michigan
City of Saginaw E.S. ss

I James H. Gilbert a member of the Allington & Curtis Mfg. Co. do swear that the amount and consideration of the claim against the Franklin Lumber Company as set forth in the annexed memorandum is truly stated.

Given under my hands this the 4th day of May 1892.

James H. Gilbert

The above affidavit was sworn to and subscribed before me this the 4th day of May 1892

George Grant
Notary Public in and for
Saginaw County Mich.

GEORGE GRANT NOTARY PUBLIC SAGINAW CO. MICH.

Southampton County: In the Clerk's Office May 7th 1892
The foregoing Lien by The Allington & Curtis Mfg Co. was this day received and with the certificate annexed admitted to record.

Teste: B.F. McLemore C.C.

A Copy

Teste:

Memorandum and Statement of the amount and consideration of the Claim of A.L. Gray & E.L. Gray lumber manufacturing doing business in the County of Southampton and State of Virginia under the name of A.L. Gray & Son against Franklin Lumber Company a Corporation duly chartered under the laws of the State of Virginia with its chief Office at Franklin Southampton County Va. That the said Franklin Lumber Company is indebted to the said A.L. Gray & Son as follows:- $631.67 due by Negotiable note bearing date November 21st 1891 and payable sixty days after its date at Vaughan & Co's Bank, Franklin Va, which note is signed by Franklin Lumber Co. per E.T. Beaman Secretary and Treasurer, and was given for lumber furnished the said Company to enable it to operate its planing mills. $100. due by Negotiable note bearing date January 6th. 1892 and payable sixty days after date at Vaughan & Co's Bank Franklin Va., which note is signed by Franklin Lumber Co. per E.T. Beaman. Secretary & Treasurer, and was given for lumber furnished the said Company to enable it to operate its planing Mill. and $1107.00 due by Negotiable note bearing date January 6th 1892 & payable sixty days after date at Vaughan & Co's Bank, Franklin Va which note is

17.53
476.5
8.0.14

signed by Franklin Lumber Co. per E. T. Beaman Secretary & Treasurer, and is for lumber furnished the said Company to enable it to operate its planing mill. The said A.L. Gray & Son claim a lien a given by Code of Virginia chapter 110 Sections 2485 & 2486 On the franchise, gross earnings and on all the real and personal property of said Company situated at Franklin Va. or anywhere in the County of Southampton to the extent of the money due them for the aforesaid supplies.

Witness the following signatures & seals this the 23rd day of March 1892

A.L. Gray & Son
by E.L. Gray

Virginia.

County of Southampton, to wit:

I, E.L. Gray of the firm of A.L. Gray & Son do swear that the amount claimed to be due in the above memorandum, by the Franklin Lumber Company, and the consideration for the said debt as therein set forth is correct and is now due by the said Company.

Given under my hand this the 23rd day of March 1892

E. L. Gray

Sworn to & subscribed before me by E. L. Gray of the firm of A. L. Gray & Son this the 23rd day of March 1892.
Given under my hand this the 23rd day of March 1892.

Jas. L. McLemore
Commissioner in Chancery of the
Circuit Court Southampton Co.

Southampton County: In the Clerks Office Mch 23" 1892 The foregoing Lien by A. L. Gray & Son against Franklin Lumber Company was this day recived and with the certificate annexed admitted to record

Teste B. F. McLemore C.C.
by A B Urquhart Jr. D.C.

A Copy. Teste: B. F. McLemore C.C.

A memorandum of the amount and consideration of the claim of A. L. Gray and Jacob B. McNeal - partners in trade under the firm name and style of Gray and Mc. Neal, against the Franklin Lumber Company - of Southampton Co. Va., with the consideration for the same, dated as required by section 2486 of the Code of Va. of 1887.

One negotiable Note made by Franklin Lumber Co. to Gray & Mc. Neal. - dated Nov 21. 1891. payable sixty days after date. for the sum of one thousand and fourteen & 22/100 dollars.

$1014.22

Interest from Jany 23. 1892.

One negotiable Note made by the said Company. to Gray & Mc. Neal. dated Dec 15. 1891. payable sixty days after date, for the sum of seven hundred and sixty three & 19/100 dollars.

$763.19

Interest from Feby 16th 1892

One negotiable Note. made by said Company to Gray & Mc. Neal. dated Jany 6. 1892. payable sixty days after date. for the sum of six hundred & nineteen & 35/100 dollars. with a payment thereon of $67.63. leaving balance of $551.72.

$551.72

$2329.13

Interest from March 9. 1892.

And the said Gray & Mc. Neal hereby certify

and make affidavit, that the entire Consideration for the above claim and Notes, was for lumber furnished by the said Gray & McNeal to the said Franklin Lumber Company. which was necessary for the operation of their business. and the said Gray & McNeal hereby set up and claim a lien on all the property of the said Company. for the said amount as secured to them by section 2485. of the Code of Virginia of 1887. all the said lumber having been furnished to the said Company, or the amount to be paid therefor having fallen due within six months past, & been furnished before Feby 15. 1892.

Witness the hands and seals of the said Gray & McNeal this 31. day of March 1892.

Gray & McNeal. (Seal)

A. L. Gray. (Seal)

Subscribed and sworn to before me in my County by A. L. Gray. of the firm of Gray & McNeal. this 31st day of March 1892.

The words "made by Franklin Lumber Co. to Gray & McNeal" &. "& been furnished before Feb 15. 1892." were interlined before acknowledgment and affidavit.

L. R. Edwards, Notary Public, in & for Southampton County. Va.

Southampton County: In the Clerk's Office.
April 5th 1892.

The foregoing lein by Gray & McNeal against the Franklin Lumber Company. was this day received and with the certificate annexed. admitted to record.

Teste: B. F. McLemore C.C.

A Copy - Teste: B. F. McLemore C.C.

A memorandum of the amount and consideration of the claim of J. M. Story, trading as Story & Co. against the Franklin Lumber Company. for supplies furnished for the operation of their lumber manufacturing business:

necessary

One Negotiable Note for the sum of Eight hundred & sixty one dollars & forty nine cents. given by Franklin Lumber Company to Story & Co. dated Nov 9. 1891. due Janry 11. 1892. with protest fee of $1.02. and interest from Janry 11. 1892. $862.51

An open account due by Franklin Lumber Co to Story & Co. for $151.96 151.96

1014.47

And the said J. M. Story hereby makes affidavit that the above claim is correct and due Story & Co. by the said Franklin Lumber Company. and that the consideration for the same is lumber and fuel furnished the said Franklin Lumber Co. which was necessary to the operation of their lumber manufacturing business at Franklin, Va. and that nearly all of said lumber and fuel was actually furnished to the said Company between the fifth of October 1891 and the fifteenth of February

1892. and that all of the said claim has fallen due within the past six months. And the said Story & Co. claim and assert a lien on all the assets of the said Company for this amount, under Section 2485 of the Code of Virginia of 1887.

J. M. Story - for
Story & Co.

Subscribed and sworn to by the aforesaid J. M. Story, this 5th day of April 1892. in my County and State.

L. R. Edwards
Notary Public

Southampton County: In the Clerk's Office the 5th day of April 1892
The foregoing lien by Story & Co. against Franklin Lumber Co. was this day received and with the Certificate annexed. admitted to record.

Teste: B. F. McLemore C.C.
A Copy. Teste: B. F. McLemore C.C.

A memorandum of the amount and consid: of the claim of of C.W. Gary against the Franklin Lumber Company for supplies necessary for the operation of the same, to wit: Two negotiable notes given by the said Franklin Lumber Company to C.W. Gary for the sum of $250.00 each + dated Feby 1st 1892 and payable 60 days after date at Vaughan + Co's Bank Franklin Va.
One negotiable note given by the Franklin Lumber Co. to C.W. Gary for the sum of $128.48 dated Feby 5th. 1892 and payable 60 days after date at Vaughan + Co's Bank Franklin Va.
One other negotiable note given by the Franklin Lumber Company to C.W. Gary for the sum of $200. and payable 60 days after date at Vaughan's Bank Franklin Va. and dated 10th day of March 1892.
Also one other note given by the Franklin Lumber Company to C.W. Gary for the sum of $500. bearing date 23rd day of March 1892 and payable at Vaughan + Co's Bank Franklin Va. sixty days after the date of the same.
Also one acceptance of the said Franklin Lumber Company for $75.00 bearing date day of 1892 and payable at the aforesaid Bank of Vaughan + Co. Also one other acceptance of the said Franklin Lumber Company for $40- bearing date 20 day of March 1892 and pay=

able at the aforesaid bank of Vaughan & Co's Franklin Va. All of which said indebtedness amounting in the aggrigate to $1443. is for rough sawed boards furnished the said Franklin Lumber Company within less than six months next preceding the filing of this lien, to enable them to operate the planing and other machinery of the said Company. And the said C. W. Gary hereby asserts and claims a lien as given by the Statute laws of the State on the franchise, goss earnings, and on all the real and personal property of the said Franklin Lumber Company a manufacturing corporation existing under the laws of the State of Virginia, to the amount of the supplies furnished as aforesaid—

Given under my hand this the 7th day of April 1892

C. W. Gary

Virginia.

County of Southampton to wit

I C. W. Gary, do hereby swear that the amount of the indebtedness due me by the said Franklin Lumber Company as set forth in the above memorandum and consideration for which the same is due, are truly stated to the best of my knowledge and belief

Given under my hand this the 7th day of

April 1892.

C. W. Gary

Subscribed and sworn to before me this the 7th day of April 1892.

B. F. McLemore
Comr in Chancery of the Circuit
Court of Southampton Co.

Southampton County: In the Clerk's Office Apr. 7th 1892.
The foregoing Lien by C. W. Gary against the Franklin Lumber Co. was this day received and with the certificate annexed admitted to record

Teste: B. F. McLemore C.C.

A Copy
Teste

A memorandum of the amount and consideration of the claim of J.E. Gilliam and W.J. Pace, partners in trade under the firm name and style of Gilliam & Pace against the Franklin Lumber Company a corporation existing under the laws of the State of Virginia, One negotiable note for the sum of $117.15 dated February 3rd 1892, payable sixty days after date, due April 6th 1892; one negotiable note for the sum of $131.14, dated February 11th 1892, payable sixty days after date, due April 14th 1892; one negotiable note for the sum of $37.99, dated March 5th 1892, payable thirty days after date due April 7th 1892, all of which notes are made by the said Franklin Lumber Company to and in favor of said Gilliam and Pace, neither of which and no part of either have been paid. And said W.J. Pace of said firm of Gilliam & Pace, hereby makes affidavit that the consideration furnished for the said notes, was tin, piping and other material and supplies, and the work necessary to put the same in proper position and shape; put in and on the buildings of the said Franklin Lumber Company at the planing mill and dry kiln plant at Franklin Va., and necessary to the operation of the same. And said W.J. Pace claims and sets up for the said Gilliam

and Pace a lien on all the franchises, gross earnings and all property real and personal belonging to the said Company for the amount of this their said claim as allowed and given them under the laws of Virginia on same by sections 2485 & 2486 of the Code of Virginia of 1887. All said consideration having been furnished with in six monthes & before Feby. 15th 1892.

W. J. Pace
for Gilliam & Pace

Sworn to and subscribed by W. J. Pace of the firm of Gilliam & Pace, before me in my County this 9th day of April 1892.

L. R. Edwards
Notary Public

Southampton County: In the Clerk's Office April 9th 1892 The foregoing Lien by Gilliam & Pace against the Franklin Lumber Co. was this day received and with the certificate annexed admitted to record.

Teste W. S. W. Lemore D.C.

A Copy.
Teste:

Gilliam & Pace

Exhibit "D."

Memorandum of the amount and consideration of the claim of Jas. B. Porter & W. J. Sutton Jr. trading as the Porter McNeal Co. against the Franklin Lumber Company a corporation doing business under the law of Virginia, which claim is for supplies furnished the said Corporation necessary to the operation of the same, to wit.

Franklin Lumber Co.
Bought of The Porter McNeal Co.

| 1892 | | | | |
|---|---|---|---|---|
| Jan | 14 | 1- 2½ in Globe Valve | 3 | 75 |
| | | 1- 2½ x 3 Nipple | | 65 |
| | | 1- 3 in Ell | | 55 |
| | | 1- 4½ in Tee | 1 | 75 |
| | | 1- Bushing 4½ to 2½ | | 75 |
| | | 1- " 4½ to 3 | | 75 |
| | | 1- Flange Union 3 in | 1 | 05 |
| | | 1- Pc 4½ pipe 6 ft long | 2 | 20 |
| | | 2- " 2 in " 3 ft 8 in | 1 | 45 |
| | | Lath Work cutting & Thrdg. | 2 | 50 |
| | | Drayage | | 30 |
| | | 30 ft 8 in-4 ply gum Belt | 9 | 60 |
| | | 25 ft 6 in " " " " | 6 | 00 |
| | 23 | 83½ ft D.H. Leather Belt 4 in 1.00 | 83 | 50 |
| | | 81½ ft " " " 5 in 1.26 | 102 | 69 |
| | | 60 ft " " " 3½ in .86 | 51 | 60 |
| | | Less Discount on Bill | | 95 12 |
| | | 2 Boxes Cover Belt Hooks #2 .50 | 1 | 00 |
| | | 2 " " " " " 1.50 | 1 | 00 |
| | | Dray | | 25 |
| | | 2 Pet Cocks .60 | 1 | 20 |
| | | 1 Box Cover Belt Hooks | | 50 |
| | 27 | 2- 3/8 Air Cocks .60 | 1 | 20 |
| Feb. | 5 | 2 Dz. 10 in Mill Files 1.50 | 3 | 00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | 1 " 8 in " " | | | 1 | 75 |
| | | 1 Side Lace Leather | | | 3 | 75 |
| | | 1 Emory Wheel | | | 3 | 25 |
| | | Box + Dray | | | | 25 |
| | | 146 lbs Spun yarn | | 10 | 14 | 60 |
| | 15 | 1 Left hand Pipe Die | | | 1 | 50 |
| | | 1 Cutter Wheel for #1 Cutter | | | | 25 |
| | | 1 " " " 2 " | | | | 35 |
| | 6 | 1 Pulley 7 x 7 x 2 3/8 | | | 2 | 50 |
| | 22 | 14 1/2 lbs Shut Gum | | 25 | 3 | 62 |
| | 27 | 3 Dz Lumber Crayons | | 85 | 2 | 55 |
| Apr. | 1 | 2 Balls Asbestos | | 25 | | 50 |
| | | 4 - 1/8 " " " " " | 1 | 90 | 5 | 60 |
| | | 1 1/8 Pipe Tap | | | | 75 |
| | | 2 Glass 1 1/2 x 3/8 | | 25 | | 50 |
| | | 1 - " for 1 1/2 Cup | | | | 30 |
| | | 1 - " " 2 " | | | | 35 |
| | | 1/2 Dz 8 in Rd Files | | 2 00 | 1 | 00 |
| | | 1 " 10 in Mill " | | | 1 | 25 |
| | | | | | 32 | 87 |
| Apr. | 1 | 1 Side Lace Leather | | | 4 | 50 |
| | | 6 Asstd. Belt Punches | | 20 | 1 | 20 |
| | | 4 - 1/8 Close Brass Nipples | | 12 | | 48 |
| | | 4 - 1/8 x 2 " " | | 15 | | 60 |
| | | 8 - 1/8 " Ells | | 10 | | 80 |
| | | | | | 330 | 85 |
| | | To Balance Due | | | | $ 235 73 |

Which account amounts in the aggregate to $235.73/100 and is for supplies furnished by the said the Porter McNeal Co. to Franklin Lumber Company and for which the said The Porter McNeal Company claims a lien on the Franchise gross earnings and on all the real and personal property of the said Company used in and about the said corporation, which lien the Porter & McNeal Company claim by Virtue of the Code of Va. sections 2485 & 6 Edition of 1887 and amendments of Feby 15 1892.

Witness the signatures of the parties this the 11th. day of April 1892

The Porter McNeal Co.

By Jas. B. Porter

I, Jas. B Porter, of the firm of The Porter & McNeal Co. do swear that the claim hereto annexed and the consideration of the same is truly stated

in the above memorandum + statement.

Jas. B. Porter.

Sworn and subscribed before me this the 11th. day of April 1892.

Jas. L. McLemore
Comr in Chancery

Southampton County: In the Clerk's Office April 11th 1892
The foregoing Lien by the Porter McNeal Co. against Franklin Lumber Co. was this day received and with the certificate annexed admitted to record.

Teste B. F. McLemore C.C.

Exhibit "A" 3

Porter McNeal

Allington Curtis
Mfg. Co.
vs.
Franklin Lumber Co.

Decree dismissing

To be entered

CWS

Nov 13, 1893.

Entered

Arlington Heights Mfg Co.

vs

Franklin Lumber Co. et al

This day this cause came on to be heard and was argued by counsel.

Upon consideration whereof, on motion of plaintiffs it is ordered that this cause be dismissed at the cost of the plaintiff