1895_13 Southampton County Chancery ~ Norfolk Supply Co. et al vs Southampton Lumber Co. et als

assets be adjudged & be made available to be subjected to sale to satisfy lein and pay debt.

Smith-Courtney Co.

Shryack, Thomas J. & Co.
Hauck, George F. M.
Howell, J. R.
" , M. E. (wife)
Withers, George H.
" , Emma J.
Howell, J. E.
" , Pattie J.
Beaman, L. T.
" , Ellen B
Howell, L. W.

Smith-Courtney Co.

vs { Bill & Ex.

Southampton Lumber Co.

1 act Rules

1

JAMES L. McLEMORE,
Attorney-at-Law,
COURTLAND, VIRGINIA.

Everett Waddey Co., Stationers and Printers, Richmond, Va.

J. B. LIPPINCOTT COMPANY,
Booksellers and Stationers,
Philadelphia, Pa.

To

The Hon. C. W. Hill. Judge of the Circuit Court for Southampton County.

In Chancery.

Your Complainants, Smith-Courtney Co. a corporation existing under the laws of the State of Virginia and all other creditors of Southampton Lumber Co, who will come in and bear their share of the costs of this suit. humbly complaining sheweth unto your Honor. that on the 17th day of Dec. 1891 J. R. Howell & M. E. his wife, George W. Whitney & Emma J. his wife, J. E. Howell & Pattie his wife, Ellen B. Beaman, L. T. Beaman & L. W. Howell conveyed to the Southampton Lumber Co. all of their interest in the saw-mill, Dry kilns, land and plant in general of the grantors, situated a little north of the Atlantic & Danville Railway Co's depot in Franklin Va for the sum of $, which deed was duly admitted to record on the 25th of January 1892. a copy of which deed is herewith filed as exhibit "A".-

That said Southampton Lumber Co. obtained from the Judge of the Circuit Court for Southampton County a Charter of Incorporation, which was duly recorded in Southampton County Clerk's office

by which it was among other things empowered to manufacture pine & other timber trees into wood or lumber

That some time during the year 1892 the defendant, Corporation (Southampton Lumber Co) purchased from your orators a large engine, saws, and other machinery amounting in the aggregate to about $850.00 a large portion of which is still due and unpaid; that on the 13th day of April 1892 and within the time allowed by the Statute of Virginia §2485+2486 your orators filed and had recorded

against the property of the aforesaid Company a memorandum of the amount and consideration of the claim which lien is of record in the Clerk's Office of Southampton County Court, a Copy of which is herewith filed as Exhibit "B" + made a part of this bill. By virtue of this writing your Orators are advised and therefore charge that they have a prior lien upon the property franchises + gross earnings of the said defendant Company to the extent of their claim notwithstanding any deed of Trust or other writing that may have been executed by the said Company and that they are to be first satisfied out of the proceeds arising from the sale of said plant, should a sale be necessary in order to satisfy their debt. —

That on Jany 23, 1892 the said defendant Company by its President + General Manager executed to Frank Blacklock Trustee all the property of the said Company in Trust to secure a debt of $ due to Thomas J Shryock & Co of Baltimore Md which deed is of record in the aforesaid County Clerks Office, and a certified copy thereof herewith filed marked "C" as a part of this bill; that by virtue of said Deed of Trust Frank Blacklock the Trustee on the 20th day of Octo. 1892 sold the property conveyed in said Trust Deed to the highest bidder at which sale George F. M. Hauck became the purchaser for the sum of $3200. all of which has been done and a portion of the property removed without your orators consent and in the face of their recorded lien against the property.

Your orators are advised and therefore aver + charge that their lien is prior to any deed of Trust that could have been executed against the property; that the conveyance + sale of the same is inoperative + void so far

J. B. Lippincott Company,
Booksellers and Stationers,
Philadelphia, Pa.

as your orators are concerned; & that they have the right, and are entitled to have the said property subjected to the payment of their liens into whosesoever possession it may be.

In tender consideration whereof and forasmuch as your orators are without remedy save in a Court of Equity where matters of this nature are alone cognizable to the end therefore that justice may be done they pray that Southampton Lumber Company, a corporation, Thos. J. Shryock and George F. M. Hauck trading & doing business as Thos. J. Shryock & Co and the said George F. M. Hauck individually, J. R. Howell & Mt. Howell his wife, George H. Witkey & Emma J. his wife, J. E. Howell & Fattie J his wife, L. T. Beaman & Ellen B. Beaman his wife & L. W. Howell be made parties defendants to this bill & required to answer the allegations herein contained, but answers under oath are hereby expressly waived. That the memorandum of the amount and consideration of the plaintiffs claim against the Southampton Lumber Co. as to its priority with respect to may be adjudged a good & binding lien against the companies property, prior to any other liens, order of record against the same - that the said plant & property, real & personal of the Company may be subjected to sale, that your orators claim may be paid to them, that such decrees may be entered, accounts taken, & that all such general & special relief may be granted to your Complainants as the nature of their case may require or to equity may seem meet. And notice is hereby given that the Court will be asked to allow reasonable Counsel fees to plaintiffs Attorneys in this cause.

And your orator will ever pray &c. May it please the Court.

J. L. McKemore for Plaintiff.

Virginia: In Vacation:
In the Clerks Office of the
Circuit Court of Southampton
County, the 29th Day of August
1893.

Smith-Courtney
Company a Cor-
poration existing
under the laws
of the State of
Virginia, and all
other Creditors
of Southampton
Lumber Co, who
will come in and
bear their share of
the costs of this suit.
Against.
Southampton Lumber
Co a corporation
Thomas J. Shryock
& Geo. F. M. Hauck
trading & doing business
as Thos. J. Shryock & Co
of Baltimore Md, and
the said Geo. F. M. Hauck
individually, J. A.

Pltffs.

Defts

Inl Chancery

Howell & W. E. his wife
George H. Withey & Emma
J. his wife, T. E. Howell
& Patting his wife L. T.
Beaman & Ellen B. his
wife & L. H. Howell

The abject of this suit
is to establish the validity of
the lien of Smith-Courtney Co
against the property, real & per-
sonal & mixed together with
the franchises of Southampton
Lumber Co, or such as was
held by it on the 13th day of
April 1892. or that may have
been held by it prior to that
time, that the said lien is prior
to any deed of trust executed
by the said Company, and to
subject the defendant Company's
property to the payment of the
plaintiffs debt of $1459.67 with
costs & interest.

And affidavit having
been made and filed that the
said defendants, Thomas J.
Shryock & George F. M. Hauck

and non residents of the State of Virginia, it is ordered that they appear here within fifteen days after due publication of this order and do what is necessary to protect their interest in this suit.

Teste

J. L. McLemore J.p.g. T. M. Howard C.C.

Smith Countney Lewis
&
Sampton & Lewis

affidavit of
merchandise

Virginia

Southampton County to-wit:

This day Jas. L. McLemore Atty for the Pltffs appeared before me, in the Clerk's Office of the Circuit Court of said County and made oath that Thomas J. Shryock & George F. M. Hauck defendants in a suit pending in the Circuit Court of Southampton County instituted by Smith Courtney Company a corporation existing under the laws the State of Virginia and all other creditors of Southampton Lumber Co. who will come in & bear their share of the costs of this suit against Southampton Lumber Co a Corporation: Thomas J. Shryock, & George F. M. Hauck trading & doing business as Thos. J. Shryock & Co of Baltimore Md. and the said George F. M. Hauck individually, J. R. Hassell & M. E. Hassell his wife George H. Withey & Emma J. Withey his wife

I. E. Howell & Pattie J. Howell his wife,
L. T. Beaman & Ellen B. Beaman
his Wife & L. W. Howell
are bona residents of the
State of Virginia

J. L. McLemore Notk.

Subscribed and sworn to be-
fore me this 29th Day of Aug
1893.

T. M. Howard Co. C.

Smith-Courtney Company,
a corporation existing under
the laws of the State of Virginia
and all other creditors of South- Pltffs.
ampton Lumber Co who will
come in & bear their share of the
costs of this suit.

Against. Dn'l Lavery

Southampton Lumber Co a
corporation, Thos. J. Shryock
& George F. M. Hauck trading
& doing business as Thos. J.
Shryock & Co of Baltimore
Md. and the said Geo. F. M.
Hauck individually, J. R. Defts.
Hawell & M. E. Hawell his wife
Geo. H. Withey & Emma J.
Withey his wife D. E. Hawell
& Pattie J. Hawell his wife, L.
T. Beamon & Ellen B. Beamon
his wife & L. W. Hawell.

1893. Aug 29, Procfs ifsd. to 2. Sept Rules.
& Ord. Pub. ifsd.

" 2 Sept Rules Procf Retd, Executed
on all resident Defts,
except Ellen B. Beamon
Bill & Exs filed, Ord Pub.
posted, decree nisi &c all
Defts except E. B. Beamon.

1893. 1st Oct Rules. Ord Pro Confesso
Bill taken for confesso
as to all defendants
except Ellen B. Beamon
& cause set for hearing
as to all Defts except
Ellen B. Beamon.

1893. Sept 23. Alias Process issd to 1st Oct Rules.
for Ellen B. Beamon.

1893. 1 Oct Rules, Alias Proc Ret'd
executed.

1893. 2 Oct Rules, Bill taken for confesso as to
Ellen B. Beamon & cause set for
hearing as to her.

Smith-Lowndes Co
vs
Stat: Rules.
Laid down Lowndes Co

207

Whereas: The Southampton Lumber Company, a corporation duly chartered under the laws of Virginia, find it necessary in the proper conduct of its business to make a loan of five thousand dollars, and whereas Thomas J. Shryock and George F. M. Hauck, partners in business under the firm name of Thos. J. Shryock & Co. have agreed to make said loan by their negotiable notes in favor of Frank Blackblock and endorsed by him to Southampton Lumber Company as follows: Viz: One note for Fifteen Hundred dollars, at two months from Jany 22. 1892. One note for Fifteen hundred dollars at three months from Jany 22, 1892, and one note for two thousand dollars at four months from Jany 22 1892. and whereas the said Southampton Lumber Company is desirous to issue its notes to the amount of five thousand dollars and in such sums as will be hereinafter set forth and to secure the payment of said notes by a deed of trust on all of its property both real and personal, in South-

ampton, Isle of Wight and Nansemond
counties which said notes are to be
made payable to the order of Thos.
J. Shryock & Co., Now therefore this
deed made this 22 day of January
1892, between The Southampton
Lumber Company of one part and
Francis Blackstock, Trustee of the
other part, Witnesseth: That in
consideration of the above premises
and five dollars in hand paid the
said Southampton Lumber
Company hereby grants and con-
veys with general warranty unto
the said Francis Blackstock Trustee
the following real and personal
property, to-wit, a certain parcel
of land lying just outside of
the Northern Corporate limits of
the town of Franklin Southampton
County, Virginia, and bounded as
follows: commencing at a point
designated by a piece of Rail road
iron put down in the ground, which
said piece of iron is the North-West
corner of the Coal Spring Colored
Baptist Church lot, said piece of
iron is also a point on the Eastern

side and edge of what is now known as or thought to be the County road leading from Franklin in a northern direction by the Atlantic & Danville Railroad depot on the Jerusalem and Smithfield County road to the residence of the late James Holmes or the point of beginning, thence along said County road about 407 feet to a small ditch or stream crossing said road which said stream is a boundary line between between the lands of Jno Pretlow Jr and a parcel of land, formerly owned by, W.H., S.D., J.C, S.B., and J.D. Pretlow thence in a North East direction down said stream along a chopped line of trees 280 feet to a bypress tree chopped and corner tree, thence in an Easterly direction along a chopped line of trees about 300 feet to a point on the Eastern side of a little brook about fifty or seventy feet wide to a bypress tree chopped & corner tree in this boundary which said brook is an Eddy from Blackwater river along by the said Coal Spring and from said point on opposite

side of said creek, down along the side of said creek or Eddy about five hundred or Six hundred feet to two large Cypress Tree on the side edge of said creek and nearly opposite the baptizing grounds used by the members of the said Cool Spring Church, thence in a Westerly direction across said creek to a large Cypress Tree at the said baptizing grounds, and the last said Tree is also a corner of the said church Lot, thence in a Westerly direction along said Church Lot to the said bar of iron on the edge of said County road, the point of beginning, containing five acres more or less, together with all appurtenances, improvements, rights of Way and privileges, thereto belonging, this being same parcel of land conveyed by Jno Prettlow Jr and wife by Deed dated July 4th 1888 to Joel Bradshaw and of record in the Clerks office of Southampton. Also a Body of pine lumber bought by Contract bearing date Feby 17. 1888 from J. Lee Lawrence Joel Badshaw and conveyed by said

Bradshaw to J.R. Hawell & others by deed dated Feby 22 1891 and then conveyed by said J.R. Hawell and others to Southampton Lumber Company, by deed dated Dec 17-1891, which said deed are of record in the Clerks office of Southampton, said lumber being in Southampton Co, and bounded by the lands of W.H. Bradshaw, Davy Jaynor & others, also the lumber purchased by the Southampton Lumber Company from the following parties, living in Isle of Wight and Nansemond Counties to wit; R.C. Hall, Josiah Eley, J.F. Crutchin, J.J. Crutchin, Josiah Crutchin Jason Crutchin, Quinton ~~Crutchin~~ Fowler Johnson Lankford S. R. Jenkins, Lee J Laurence and A.T. Bradshaw; a discription more accurate of the timber purchased from the above named parties will be filed with this deed Marked Schedule "A" and is to be recorded as a part of this deed, also all the pine and cypress logs cut and on hand, and those

not yet delivered, on contract: also the steam Saw Mill and all of its appurtenances and fixtures of said Southampton Lumber Company located in Southampton County on the five acres of land herein-before conveyed, and all the other personal property of said Company of whatever description. In trust to secure the payment of thirteen notes of the Southampton Lumber Company and any subsequent renewal of any of said notes twelve of which are for the sum of four hundred dollars, and one for the sum of two hundred dollars, each dated Jany 22-1895, carrying interest at six per cent from date, due respectively in one, two, three, four, five, six, seven, eight, nine, ten eleven twelve, and thirteen months from date. and payable to the order of Thos J. Shryock & Co at their office in the City of Baltimore and each note endorsed by J.R. Howell, Geo H Withey, T.E. Howell E.B. Beamon, L.P. Beamon & Lawella W Howell- This agreed that in

further consideration of the loan as aforesaid, that the Southampton Lumber Company, during the continuance of this trust will consign for sale on commission to Thos. J. Shryock & Co. Baltimore the entire output of their Mill as manufactured, the commission to be five per cent on sales and from the net proceeds of such sales the said Thos. J. Shryock & Co. are to retain one dollars per thousand feet to pay the notes heretofore mentioned. It is also agreed that the said Southampton Lumber Company shall keep the mill property insured for the sum of Six thousand dollars said insurance to be for the benefit of Thos. J. Shryock & Co. as their interest may appear. It is further agreed that in the event any of the covenants of this paper are not observed then their violation shall be a cause of foreclosure under this deed, and in the event of a sale hereunder it shall be

upon such terms as the said Thos. J. Shryock & Co may desire, after thirty days public notice of time and place of sale and in such event the trustee shall be entitled to a commission of five per cents on gross sales.

In testimony whereof, Witness the signature of Southampton Lumber Company caused to be signed hereto by Geo. H. Withey President of said Company and the corporate seal of said Company hereto affixed and attested by D.E. Howell. General Manager of said Company.

Southampton Lumber Co (Seal)

By Geo. H. Withey President of said Co

Southampton Lumber Company Incorporated April 1891. San Francisco

Attest

D.E. Howell Gen. Mgr.

Va

Southampton Co to Wit

I. L. R.

Edwards a Notary Public for said County in the State of Va hereby certify that Geo. H.

Withey, President and J.E. Howell General Manager of Southampton Lumber Company whose signatures are sign to the writing above bearing date Jany 22 1892 this day personally appeared before me in my County aforesaid and for and in behalf of said Southampton Lumber Company acknowledged the said writing as the act and deed of said Southampton Lumber Company and declared that they are respectively the President and General Manager 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. And further certify that the "words" and any subsequent renewal of any of said notes" were interlined before signing. Given under my hand this 23" day of January 1892.

L.R. Edwards
Notary Public

Schedule "A."

Description of timber purchased from the following parties namely. J.T. Lutchin, Annie E. and Sarah L Lutchin.

All the pine, poplar and cypress trees situated in Haly Neck Town Ship Nansemond County Va, and known as the Jason Lutchin Tract bounded by the lands of R.L. Hall Josiah Eley W.E. Whitfield W.H. Lutchin J.E. Daughtrey J.T. Duck and others, containing 343 acres more or lef.

R L. Hall

All the pine and poplar Trees situated in Haly Neck Town Ship, Nansemond County Va, and known as Arther Halls Tract bounded by the lands of J.T. Lutchin and Sisters J.T. Duck, L has Boone L am Bell and Frank Hunter, containing 350 acres more or lef.

Josiah Eley.

All the standing pine and

poplar trees situated in Healy Neck Township Nansemond County Va, and known as Josiah Eley Tract bounded by the lands of J.T. Duck John Robertson, J.F. Butchin and Sisters and others containing 187 acres more or less.

W. H. Race

All the pine trees situated in Windsor Township Isle of Wight Va bounded by the lands of Jerry Goodman Alex and Bettia Hawell + others, containing 325 acres more or less.

Alex. J. Hawell

All the pine trees situated in Windsor Township, Isle of Wight County Va, and known as Francis Robinson's tract bounded the lands of Spirit Bears East, Timothy Hays Bettia Hawell W.H. Race + Blackwater River Containing 75 acres more or less.

Quinton W. Fowler

All the pine trees situated in Windsor Township Isle of Wight County Va and known as James Norfleets tract bounded by the lands of Abram Barrett J.J. Coutchin and J.T. Duck, containing 60 acres more or lef.

J.J. Coutchin

All the pine trees situated in Windsor Township Isle of Wight County Va, and known as Holmes Whitfields tract bounded by the lands of Jason Coutchin, J.J. Coutchin Jas. G. Coutchin and others, containing 400 acres more or lef.

J.J. Coutchin

All the pine trees situated in Haly Neck, Township Nansemond County Va, known as Crofs quarter tract bounded by the lands of Jno Robinson, Jacob Eley J. Coutchin, R.G. Hall, C. Tyler J.S. Holland and Wm M Smith, containing 200 acres more or lef.

Thos. R. Jenkins

All the pine trees situated in Healy Neck Township Nansemond County Va. and known as the Vaughan tract bounded by the lands of James Vaughan Jason Holland, Mrs Tom Holland and South Quay road, containing 100 acres more or less.

Southampton County, In the Clerks Office Jany 2nd 1892.

The foregoing Deed of Trust and Schedule from Southampton Lumber Company to Thos. J. Shryock Jr Trustee was this day received and with the certificate annexed admitted to record.

Teste B. F. McLemore C.C.

A Copy

Teste C.C.

This Deed made this 17th day of December 1891 between J. R. Howell and M. E. Howell his wife, Geo. H. Withey and Emma J. Withey his wife, J. E. Howell and Pattie Howell his wife, Ellen B. Beamon and L. T. Beamon her husband and L. H. Howell of the County Southampton State of Virginia of the first part, Grantors and the Southampton Lumber Company a corporation Chartered by and operated under the laws of the State of Virginia of the second part Grantee, Witnesseth: that the said Grantors do, in consideration of the sum of Five thousand Dollars to them in hand paid, by the said Grantee the receipt whereof is hereby acknowledged, grant, convey, bargain and sell with General warranty unto the said party of the second part all of that certain property both personal and real, or so much of the same as may not have been manufactured, named and described in a Deed of Bargain & Sale bearing date the 2nd day of February 1891 from Joel Bradshaw and Nannie A. his wife unto the said Grantors Consisting of First a certain parcel or lot of land lying and situate

near the Northern Corporate limits of the Town of Franklin in said County, adjoining the land of the Franklin Land and Improvement Company & others, and containing five acres more or less, together with all appurtinances, and improvements thereon situated including, saw mill as well as all other improvements of Whatever Kind and Character used in operating said mill, This property is sold to said Southampton subject to all credittors, provisions and and reservations named in deed from John Prettlow Jr and wife, bearing date 11th day of July 1888 to Joel Bradshaw, and also named in said deed of Bargain & sale from said Bradshaw & wife unto said grantors, both of which said deeds are duly recorded in Clerks Office of Southampton County Second all timber named and described in said Deed of Bargain & sale from said Bradshaw & wife unto said grantors, to which deed reference is hereby made for accurate description of same. Witness the following Signatures & Seals.

J. R. Harrell (Seal)

M. E. Hawell (Seal)
Geo H. Withey (Seal)
Emma J. Withey (Seal)
J. E. Hawell (Seal)
Pattie Hawell (Seal)
E. B. Beamon (Seal)
L. T Beamon (Seal)
Lanella W. Hawell (Seal)

State of Virginia
Southampton County, to-wit:

I. L. R. Edwards

a Notary Public in and for said County and State do hereby certify that J. R. Hawell and M. E. Hawell his wife, Geo H Withey and Emma J. Withey his wife J. E. Hawell and Pattie Hawell his wife, Ellen B. Beamon and L. T. Beamon her husband and Lanella W. Hawell whose names are signed to the writing above bearing date the 17th day of December 1891, have personally acknowledged the same before me in my said County Given under my hand this 24th day of December 1891.

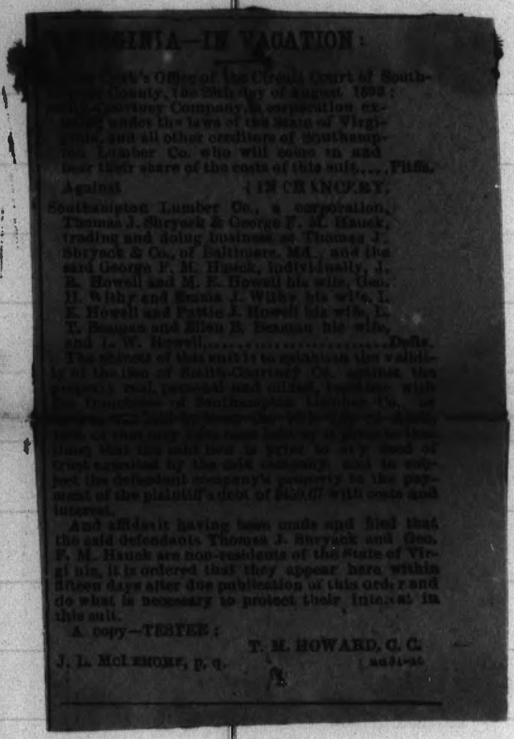
L. R. Edwards N.P.

Southampton County: In the Clerk's
Office Jany 25th 1892.
The foregoing Deed from J. R.
Haskell et als to Southampton
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.

Haskell et als
to
Southampton Lumber Co

Exhibit "A"



GINIA—IN VACATION:

Clerk's Office of the Circuit Court of South-
County, the 24th day of August 1893:
Courtney Company, a corporation ex-
under the laws of the State of Virgi-
and all other creditors of Southamp-
Lumber Co. who will come in and
bear their share of the costs of this suit.....Plffs.

Against } IN CHANCERY.

Southampton Lumber Co., a corporation, Thomas J. Shryock & George F. M. Hauck, trading and doing business as Thomas J. Shryock & Co., of Baltimore, Md., and the said George F. M. Hauck, individually, J. R. Howell and M. E. Howell his wife, Geo. H. Whitby and Emma J. Whitby his wife, L. E. Howell and Fattie J. Howell his wife, E. T. Beamon and Ellen B. Beamon his wife, and L. W. Howell,.....Defts.

The object of this suit is to enforce the validity of the lien of Smith-Courtney Co. against the [illegible] real, personal and mixed, [illegible] with [illegible] of Southampton Lumber Co., of [illegible] and to subject the defendant company's property to the payment of the plaintiff's debt of $[illegible] with costs and interest.

And affidavit having been made and filed that the said defendants Thomas J. Shryock and Geo. F. M. Hauck are non-residents of the State of Virginia, it is ordered that they appear here within fifteen days after due publication of this order, and do what is necessary to protect their interest in this suit.

A copy—TESTEE:

T. M. HOWARD, C. C.

J. L. McILHENY, p. q.

I T. M. Howard Clerk of the Circuit Court of Southampton County, Va do hereby certify that the Ord of Publication hereto annexed in the suit of Smith-Courtney Co vs Southampton Lumber Co et als was duly posted at the Court House door on the 1st day of the Sept Term 1893 of the County Court as the law directs.

Given under my hand this 7th day of Oct 1893.

T. M. Howard C. C.

To the Honorable C. W. Hill judge of the circuit court of Southampton County in chancery sitting

Humbly complaining the Norfolk supply company plaintiff who sues for itself and all other creditors of the Southampton Lumber company who will come in and bear their share of the costs of this suit, shewith unto your Honor that on the petition of George H Willey and others a company was chartered by Judge C. W. Hill of the circuit court of Southampton by the name of the Southampton Lumber company whose chief office and place of business was at Franklin Southampton County Virginia and that the chief business of the said company was the buying and selling lumber and with authority to cut through forests and coal state for the purpose of carrying on their business all of which will more fully appear by a certified copy of the said charter herewith filed marked exhibit A and prayed to be taken as a part of this bill. The plaintiff company shewith further unto, Your

Honor, that the defendant company became indebted to the plaintiff company in the sum of five hundred and and three dollars and forty nine cents ($503.49cts) for supplies furnished which were necessary to carry on the said milling business and the plaintiff says and avers that these necessary supplies were furnished prior to the 1st of February 1842 and that this debt constitutes a prior lien on the franchises, gross earnings and on all the personal and real estate of the said company, and that a memorandum of the supplies furnished the defendant duly verified and signed by an officer of the plaintiff company was filed within six months ~~within six months~~ from the time they were due All of which will more fully appear by a certified copy of the said memorandum and affidavit herewith filed marked exhibit B and prayed to be taken as a part of this bill. The plaintiff company shows further unto the court that the Southampton Lumber company owns some five acres of land just North of the town of Franklin. a saw mill and all the necessary

machinery and fixtures thereunto
appertaining and hereby the
company for the cutting and preparing
lumber for market, and timber
purchased from various persons in
Southampton Isle of Wight and
Nansemond counties now standing
the plaintiffs company showeth further
that on the 22nd of January 1892, the
defendant company by deed duly
executed and of record conveyed all
their real and personal estate to one
Frank Blackstock as trustee to secure
a debt of some five thousand dollars
due to Myers Wyncke & Co and
subsequently and strangely to wit on
the 29th of June 1892 by deed duly
recorded sold the same property to
one Joel Boardman for the sum
of five thousand seven hundred
and fifty dollars and yet strangely
still the said Southampton Lumber
company is still in possession of
this property. The plaintiffs company
says and avers that there are other
supply and labor claims against
this company of record in the clerks
office of Southampton county
that such is the condition of

this company that its credit is gone, its debts unpaid, its employees and laborers have left, and the mill is lying idle and unoccupied, it may be destroyed by fire at any time and both the mortgagee and company lose everything

The plaintiff company has applied again and again for the payment of this claim just debt and not being paid they have brought this suit in equity for the enforcement this supply claim which is a lien paramount to both the deed of trust and deed of bargain and sale

In Tender consideration of all of which and inasmuch as the plaintiff company is without adequate remedy at law and only entitled to relief in a court of equity where such matters and premises it therefore prays that the Southampton Lumber company may be made a party defendant to this bill and that the court would compel it as fully and perfect answer make to the allegations therein contained as if it had been thereunto fully

and specially interrogated but answer on
oath to the said bill is hereby waived
that the court as the property is
wasting and in danger of being
destroyed by fire at any moment
would appoint a receiver to take
charge of all the property of the said
company to sell at once all such
of the property as is wasting and
likely to be destroyed and hold the
proceeds of sale subject to its further
order that the court would direct
one of its commissioners to take an
accounts of all the liens outstanding
against the said company their
dignity and priorities and upon the
coming in of the said report order
the sale of all the real estate and
of such personal estate as has not
been sold by the receiver and
distribute the same according to
the priority of the liens and if there
be any balance turn it over to the
company, and that the court would
grant such other and general
relief the premises considered as
equity may dictate and the
nature of the case may require
and the plaintiff company

hereby gives notice to all parties
concerned and interested that it will
ask the court to allow Thos attorney
(Messrs W. B. Shands & Son a reasonable
fee for their services in this cause
and as in duty bound Your
complainant will ever pray &c

Shands & Son S. S.

Be it known unto all men that we Geo. A. Withey of the County of Isle of Wight State of Virginia, I.E. Howell. J.R. Howell. E.B. Beaman, & M. Howel. of the County of Southampton State aforesaid, have this day associated ourselves together and formed a joint stock Company under the corporate name and style of Southampton Lumber Company, for the purpose of purchasing timber standing or cut, or purchasing and manufacturing timber, standing or cut into any shape or form desired by us, to purchase real estate to enable us to purchase said timber, to erect Mill, Mills. dwellings or stores on same, provided the amount of said real estate does not at any time exceed five thousand acres. Our further purposes are to operate stores, to construct tramways and to operate same and to purchase and own such personal property and appurtenances, including horses, mules, oxen, carts wagons and harness as may be necessary to operate said tramways and Mills.

Our Capatol stock shall not be less than five thousand (5000) dollars. nor more than twenty five thousand (25000) dollars. divided into shares of one hundred dollars each. The principal office of our Company shall

be located in the Town of Franklin, County of Southampton, State aforesaid.
The following officers shall have the management of the Company the first year.
President - George H Withey near Franklin Va.
Vice President - J. R. Howell, Franklin Va.
Genral Manager I. E. Howell " " "

Board of Directors

George. H. Withey. Franklin Va
J. R. Howell " "
E. B. Beaman " "

In testimony whereof we have signed this writing this 17th day of March 1891

The words standing or cut were interlined before signing.

Geo. A Withey
I. E. Howell
J. R Howell
E. B. Beaman
L. M. Howell

State of Virginia;
Southampton County, to wit:

I, D. R. Edward, a Notary Public in and for said County and State, do hereby certify that George A. Withey; I. E. Howell, J. R. Howell E. B. Beaman and L. M. Howell whose names are signed to the writing above, bearing date the 17th day of March 1891. have personally acknowledged the same before me in my

County aforesaid.
Given under my hand this 18th day of March. 1891

L. R. Edwards N. P.

The foregoing certificate duly signed & acknowledged as required by law, having been presented to, & duly considered by me; a Charter of incorporation is hereby granted to the signers thereof on the terms therein set forth as follows. The said Georg St. Withey, J. E. Howell, J. R. Howell & M. Howell & E. B. Seaman and such other persons as are now or may be hereafter associated with them, their successors and assigns, be and they are hereby created a body politic & corporate under the name of the "Southampton Lumber Company" with power to sue & be sued. Shall have perpetual succession, and a common seal & in all other respects be invested with the rights & privileges conferred and subject to the restriction prescribed by the general law for corporations.
The Capital stock of said Company shall not be less than five thousand dollars. ($5000) nor more than twenty-five thousand dollars, divided into shares of one hundred dollars each to be paid cash.
The officers of the Company shall be elected

annually at the annual meeting of the Stock-holders of the Company and shall consist of a President, Vice President, General Manager, & a board of directors consisting of three stock-holders, two of whom shall be the President and Vice President who shall be ex officio member of the board.

The officers who shall control the affairs of the Company for the first year shall be the same as that are set forth in the certificate hereto attached. The stock-holders shall meet at least once a year or oftener at the call of at least three stock-holders and each share on which all amounts then due, are paid shall be entilled to a vote in said meeting.

The Board of directors shall meet at least twice a year or oftener as may be directed by the By Laws of the Company. The said Board of Directors shall have full power & control of the affairs of the Company subject to the vote of the Stockholders in their lawful meetings & a general supervision of the officers of the Company. The libity of the Stockholders of the Company shall be limited to the amount of the stock subscribed by them.

The Company shall have the power to buy and hold real estat necessary or desirable for them to locate a Mill on or in the pur-

Exhibit "A"

chase of standing timber not to exceed at any one time five thousand acres, to erect on said land such buildings as they may see fit, in order to conduct the business of manufacturing Lumber into any shape, or for dwellings or stores as they may see fit, to construct and maintain any tramway, railway necessary for order to convey their lumber to their mill, to cut, dress and manufacture timber & lumber into any shape or form whatever, that may be desired, to operate a store or stores in connection with their manufacturing should they think the same expedient, to buy standing timber, with or without the land, and to sell the same; to erect own or operate manufactures or other works necessary or expedient to the enjoyment of the privileges herein granted.

And it shall be lawful for the said Company to issue or sell its bonds from time to time & for such sums, and on such terms as the Board of Directors may deem expedient & proper in the prosecution of its works & in the purchase of timber & lands and may secure the payment of said bonds by deed of trust on all or any portion of its property & franchise.

All taxes due by said Company, shall be paid in money & not in coupons.

C. H. Hill.
Judge &c.

Southampton County: In the Clerk's Office Dec. 25th 1891

The foregoing Charter establishing the Southampton Lumber Company in Franklin Southampton Co. was this day received, recorded in this office as the law directs, and certified to the Secretary of the Commonwealth of Virginia.

Teste, B. F. McLemore
Clk. Cir. Ct.

A copy -

B. F. McLemore C.C.

Smith-Courtney Co

vs

Lien.

Southampton Lumber Co

Exhibit "B"

Richmond, Va.

Southampton Lumber Company

To Smith-Courtney Company

To One 14X28 Atlas Engine No 9499 complete		$ 600.00
" One set plates brass & belts		21.50
" One quart Lubricator		5.50
" One No 2 gang rip saw & one extra saw		190 00
		$ 817.00
Interest added	19.19 9.06	28.25
		$ 845.25
Credit by freight	$ 36 59	
" " Cash	31 60	68.19
		$ 777.06

Note given for this amount payable March 12/92.

Credit by Cash Mch 12/92	77.06
	$ 700.00

State of Virginia
City of Richmond to-wit:

I Allen G. Collins, a notary public for the City aforesaid in the State of Virginia do certify that Gordon Wallace personally appeared before me in my City aforesaid and made oath that he is Treasurer of Smith-Courtney Company: That the foregoing account is correct: That Smith-Courtney Company delivered to Southampton Lumber Company

one Steam Engine No. 9499, and its equipments and other articles as specified in said account, that said articles were delivered at the request of said Southampton Lumber Company: that said engine and equipments & other articles were necessary to the operation of said Company and its business: that the sum of seven hundred dollars ($700-) part of the purchase price for said engine and equipments was not due and payable until March 13" 1892, and that it was not then paid & has not since been paid, but the time of payment has been extended, and that said sum is drawing interest from that date: that said Southampton Lumber Company is a manufacturing Company with its principal office in the County of Southampton: that Smith-Courtney Company have and claim a prior lien to the extent of said seven hundred dollars and interest & costs upon all the gross earnings & franchises and all the property real & personal owned by said Southampton Lumber Company. All of which is sworn to be true to the best

of his knowledge information
and belief.
Given under my hand this 11 day
of April 1892.

Allen G. Collins
Notary Public.

Southampton County- In the Clerks
office April 13th 1892.
The foregoing Lien by Smith-Courtney
Co- against the Southampton 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.

Norfolk Supply
Company
v
Sim:

Southampton Lumber
Company.

1892. 2. Sept Rules
Cir: Ct.

Executed Aug. 27th
1892 by delivering
a copy of the Cir: Sum,
to Geo. D. Whitley president
of Southampton Lumber Co.
Capt.
J. H. Williams
Aug 26 1892

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON Southampton Lumber Company, a Chartered Company. George H. Withey, President.

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 3- Monday in September next, to answer a Bill in Chancery exhibited against it in our said Court by Norfolk Supply Company who sue for themselves and all other Creditors of the Southampton Lumber Company who will come in and bear their share of the Costs of this suit.

And this it 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 23- day of August, 1892, in the 117th year of the Commonwealth.

Teste: B. F. McLemore C. C.

Norfolk Supply Co.

V 333 Stat: Rules.

Southampton Lumber Co.

2 Sets

Memorandum of the amount of supplies furnished Southampton Lumber Company, a company chartered by laws of Virginia and the consideration thereof by the Norfolk Supply Company, under the Code of Virginia and the acts amendatory thereof and done by their order

Charles. A. Powell assistant Secretary of the above Company
Shands & Son Attorney for said Company. July 1. 1892

Southampton Lumber Co.—

Bought of Norfolk Supply Company

To balance due Norfolk Supply Co. for Oils, Waste, Grate. Bars chain. Chain Attachments &c. $5.03.49

State of Virginia

Corporation of the City of Norfolk. to wit:

This day personally appeared before me Edward Brockenbrough. a Notary Public for the corporation aforesaid, in the State of Virginia, H. A. Powell, assistant Secretary of the Norfolk Supply Company, and being duly sworn, make oath that the above sum of five hundred and three dollars and forty-nine cents is justly due to the Norfolk Supply Company for supplies furnished the Southampton Lumber Company necessary to carry on the operation of their Mill. Given under my hand this 6th day of July 1892—

Edward Brockenbrough
Notary Public

Southampton County: In the Clerks July 19th 1892

The foregoing ~~Lien~~ Writing by Norfolk Supply Co. against the Southampton Lumber Co. was this day received and with the certificate annexed admitted to record,

Teste: B. F. McLemore C C r

A Copy- Teste: B. F. McLemore cc

Exhibit "B"

112 p 620

Norfolk Supply Company
who sue for themselves and all
other creditors of the Southampton
Lumber Company - who will come
in and bear their share of the
costs of this suit.

Against
Southampton Lumber Company
a Chartered Company
George H. Witney - President -

1892. Augt 23. Process issd. to 5th Sept. Rules.
" 5th Sept. Rules. Process Executed, Bill &
Et. filed - decree nisi
" 1 Oct. " Bill taken for Confessed
& Cause set for hearing.

Norfolk Supply Co. for a

Bill

Exhibited

Southampton County Co.

1862. 2nd Sept R Field

Norfolk Supply Company
vs Decree
Southampton Lumber company

This day this cause came on to be heard on the plaintiffs bill taken for confessed as to the Southampton Lumber company exhibits filed and was argued by counsel On consideration whereof the court doth adjudge, order and decree that one of the commissioners of this court take an account of all the debts outstanding against the Southampton Lumber Company whose chief office is at Franklin in Southampton County He give report especially the dignity and priorities of the said debts he give also report all the real and personal estate owned by the said company and what incumbrances or liens have been placed on the said property by deed of trust or absolute sale and especially whether any sales have been made of the real and personal estate of the said company since the institution of this suit to whom and for how much, and whether the purchase under the sale made since the institution of this suit intends to remove or is removing the machinery and plant

of the said company from the
County or state & he will report the said
account to the court together with any
other matter specially stated deemed
pertinent by himself or which he may
be required so to state by any of the
parties interested

Norfolk hospitality company
By B. Bell
Southampton Lumber Co

Filed in office
Nov 10 AM 1892

Endorsed

Memorandum for the clerk

Copy the charter of the Southampton Lumber Company A

Copy memorandum of the lien affidavit to be filed by the Norfolk Supply Company vs Southampton Timber Company B and file with the bill

Folio 416 **MONTHLY STATEMENT.**

Norfolk, Va. April 17 1893

M. Southampton Lumber Co.
In account with Franklin Va



1891		To Balance			
Sept	1	" Merchandise	39	81	
	3	" "	35	75	
	4	" "	32	70	
	14	" "	6	50	
	17	" "	5	20	
	18	" "	49	25	
	23	" "	6	05	
	28	" "	44	49	
Oct	2	" "	22	85	
	14	" "	5	55	
	27	" "	24	40	
	31	" "	13	98	
Nov.	7	" "	4	85	
	9	" "	12	40	
	27	" "	12	59	
Dec	5	" "	5	06	
	17	" "	12	58	
	18	" "	27	45	361 41
9th Jan	12	To Protested note	215	09	
		Fee	1	02	
		" Note	221	25	
		Fee	1	02	
		" Interest	4	02	
	5	" Mdse	4	50	
	6	" "	3	75	
	7	" "	26	98	
Feby	18	" "	1	50	
	22	" "	4	25	
	27	" "	7	75	
Mch	12	" Unpaid Note	442	49	✓
		" protest fee	1	22	
		Discount	18	69	
	14	Mdse	25	75	
	16	"	3	00	
Apr	9	Protested Note	145	29	
		" Fee	1	12	
		Interest	1	00	
May	12	Unpaid Note	405	69	✓
		protest fee	1	12	
		Discount	8	10	
	23	Mdse	28	00	
	30	"	3	00	
June	14	Protested Note	204	57	
		Protest fee	1	12	
		Int'st	8	14	
	2	Mdse	45	43	
	14	" Note & fees	207	20	2405 38

TERMS Carried forward

14240

Folio _____ **MONTHLY STATEMENT.**

Norfolk, Va. _____ 189_

M _____

In account with _____



June 1891	14	To Balance bill forward			2403	38
		" Merchandise				
Nov. 1892	4	" 60 day note	143	27		
	"	" 90 " "	143	26	X	
Jany	5	" 60 " "	74	88	X	Mch
	9	" 60 " "	442	40		
Mch	2	" Error	1	94		
	"	" 60 day note	46	79		
	12	" 60 " "	405	69		
	"	" Cash	42	40		
Apr	9	" 60 day note	71	41		
	"	" Cash	75	00		
May	12	" 30 day note	204	57		
		" 60 " "	206	08	V	
June	14	" 60 " "	193	14	V	
		" Cash	14	57	2065	40
					337	98
Aug	19	To Cash			194	34
					5532	32

TERMS _____

Norfolk Supply Co.
vs.
Southampton Lumber Co.
and Decree.
Smith-Courtney Co.
vs.
Southampton Lumber Co.

1895. Sept. 23rd.
To be entered,

Robt. Stevens.

Enrd
page 2-3

Norfolk Supply Company,

Vs.

Southampton Lumber Company,
and

Smith-Courtney Company,

Vs.

Southampton Lumber Company,

-Decree-

This day this cause came on again to be heard on the papers formerly read, and it appearing to the Court from the statement of plaintiff's Counsel that the purposes for which the last decree herein was entered has been settled by compromise out of Court, doth adjudge order and decree, that this cause be removed from the docket, nothing further remaining to be done in the cause.

Smith Courtney Company (a corporation)
Against
Southampton Lumber Company.

This cause come on this day to be heard upon the bill & exhibit filed. Proces returned executed upon all the resident defendants, order of publication duly published as to the non residents; and was argued by Counsel. On consideration whereof the Court doth adjudge order and decree that this cause be referred to one of the Commissioners of this Court who is directed to state & report to Court the following:

1st An account of the lien debts or debts of record against the property of the defendant Company with their dignities & priorities showing what debts have been paid or what portions thereof if any.

2nd An account of the property of the said defendant Company subject to liens of record against the same. And in whose possession the property now is.

3rd. What property of the Company has been sold or disposed of since the 13th day of April 1891. For what amount and to whom.

4th Any other matter that may be required to be stated by any interested party, or that may be deemed pertinent by the Commissioner.

5th

At what time the defendant Company began to operate as a Corporate body, contracting & operating in the Corporate name, and also when their Charter of Incorporation was ~~perfected~~ legally lodged with the Secretary of the Commonwealth. All of which the said Commissioner will report to Court.

And it appearing to the Court that the same questions are involved in this case as ~~those~~ are in litigation in the cause of Norfolk Supply Company it is ordered that hereafter they be heard together & that the Report of debts of Chas. J. Parker filed in said last mentioned cause ~~be~~ is neither confirmed or objected to but is ordered to lie over until the future order of this court.

Admr. Courtney &c
vs.
Isaacs
&
Southampton Lumber Co.

1893 Nov. 13
To be entered
CMD

Evidence

Norfolk Supply Company
vs.
Southampton Lumber Co.
and
Smith-Courtney Company, (a Corporation)
vs.
Southampton Lumber Company et als.

Decree

This day this cause came on to be heard together, upon the papers formerly read and upon the reports of Commissioner J.C. Parker filed September 26, 1893 in the cause of the Norfolk Supply Co. and April 25th 1894 in the cause of Smith-Courtney Co, to which reports there are no exceptions, and was argued by Counsel. On consideration whereof the court doth confirm the report of September 26th 1893, except in so far as the same is altered or amended by the report of April 25th 1894, which last mentioned report is hereby confirmed. And it appearing to the Court that the debt of the Smith-Courtney Company is a prior lien upon the franchise, gross earnings, and upon all of the real & personal property of the defendant Company, binding the same from the day of its recordation, (April 13th 1892), doth adjudge order and decree that J.L. McLemore who is hereby appointed a special Commissioner for the purpose, do proceed to sell the property, both real personal & mixed, which belonged to the

defendant Company on said April 3rd 1893.
and sold either by the said Company or by Thomas J. Shryock Co.
on the 24th. day of August 1893 under the suit of Smith-Courtney Co. v. Southampton
or so much thereof as may be necessary
to pay the debt of Smith-Courtney Co. reported
by the Commissioner as a prior debt
upon the property including the costs of this
suit & expenses of the sale ~~and fee~~
~~of $, to plaintiff's counsel~~
and Franklin Va.
The sale shall be had, after first advertising same for 30 days in at least
three public places and for cash.

But before the said Commissioner shall
proceed to act hereunder he shall enter into
bond before the Clerk of the Circuit Court
in the penalty of $1500.— conditioned for the
faithful performance of this or any future decree
that may be entered herein, with security to be
approved by the Clerk. And he shall
make report to Court.

Amitt Hill Supply Co
v.
Southampton Lumber Co
and
Smith-Courtney Co
v.
Same
Southampton Lumber Co.

1895. March 29
Decree
Robert Francis

MONTHLY STATEMENT.

FOLIO

Richmond, Va. Jul 1 1899 189 .

M Southampton Lumber Co
Franklin Va

To SMITH-COURTNEY CO., Dr.

Successors to SMITH & COURTNEY,

MANUFACTURERS' AGENTS

AND DEALERS IN

Railway, Contractors', Machinists', Miners' and Mill Supplies,

189 TERMS CASH. No. 1419 MAIN STREET.

	To balance, per Statement rendered,			
Mch 1	To Merchandise, Leg		31	
May 20	Protest		1 22	
June 20	Note		255 22	
" 23			20292	
				45964

We render Statements 1st of each month of all accounts, whether DUE OR NOT DUE, as per our Ledger. This saves us labor, gives you opportunity for comparison of accounts and correction of errors, if any, and is NOT A DEMAND FOR PAYMENT OF BILLS NOT DUE. For accounts past due we will draw at sight, as per notice at top of

(2)

Smith County

Amt of Claim

$178.

July 18th, 1889.

Southampton Lumber Company.

Franklin, Va.

Dear Sirs:-

Inclosed we hand you statement showing balance due us on account. We have written you several times in regard to this matter and the last time only a few days ago. But you have taken no notice of same. We most say that unless we hear from you at once, we shall be compelled to put the claim in the hands of an attorney for collection, and we think it we are compelled to do so it will be proper, and necessary, for you to pay the costs of suit.

done everything we could to help you out in this matter.

Yours respectfully,

GEO. A. SMITH, President. T. L. COURTNEY, Jr., Vice-Presid[illegible] GORDON WALLACE, Treas'r. S. MILNOR PRICE, Sec'y.

WOOD AND IRON-WORKING MACHINERY, ENGINES, AND BOILERS.

CYLINDER AND LUBRICATING OILS AND GREASES A SPECIALTY.

Smith-Courtney Co.

(Successors to SMITH & COURTNEY,)

Supplies and Machinery,

OFFICE: No. 1419 MAIN STREET.

SUPPLIES FOR RAILROADS, CONTRACTORS, MACHINISTS, MINERS, MILLS, &C.

BLASTING POWDER, DYNAMITE, FUSE, CAPS, &C.

Richmond, Va., July 13th, 1892.

Southampton Lumber Company,
Franklin, Va.

Dear Sirs:-

Enclosed we hand you statement showing balance due us of $459.67. We have written you several times in regard to this matter, and the last time on the 7th of this month, but you have taken no notice of same. We must say that unless we hear from you at once, we shall be compelled to put the claim in the hands of an attorney for collection, and we think if we are compelled to do so it will be pretty bad treatment on your part, ~~as we have certainly~~ done everything we could to help you out in this matter.

Yours respectfully,

SMITH-COURTNEY CO.

Geo. A. Smith

" Pres.

STATEMENT.

FOLIO

chmond, Va. 189 .

M Southa[illegible] Lumber Co. Fiduciary

To SMITH-COURTNEY CO., Dr.

Successors to SMITH & COURTNEY,

MANUFACTURERS' AGENTS

AND DEALERS IN

Railway, Contractors', Machinists', Miners' and Mill Supplies,

189/ TERMS CASH. No. 1419 MAIN STREET.

		To balance, per Statement rendered,			
aug	18	To Cash @ 3 mo @ 6 mo 100 81	627 00		
Oct	15	To Merchandise, Note Cash	190 00		
				817 00	
9%		Int on 627.00 to Aug 9th	16 19		
		" " 190.00 " "	3		
		" " Note today	906	28 25	
				845 25	
		By Note		777 06	
		Bal due		68 19	

627
209.
418
190
608
22.42
30.42

418
4
1672
8.70
2242

We render Statements 1st of each month of all accounts, whether DUE OR NOT DUE, as per our Ledger. This saves us labor, gives you opportunity for comparison of accounts and correction of errors, if any, and is NOT A DEMAND FOR PAYMENT OF BILLS NOT DUE. For accounts past due we will draw at sight, as per notice at top of our Invoices.

STATEMENT.

Richmond, Va. 189 .

[illegible] Lumber Co.
[illegible] Fairfax V[illegible]

To SMITH COURTNEY CO., Dr.

Successors to SMITH & COURTNEY,

MANUFACTURERS' AGENTS

AND DEALERS IN

Railway, Contractors', Machinists', Miners' and Mill Supplies,

189/ TERMS CASH. No. 1419 MAIN STREET.

		To balance, per Statement rendered,						
Aug	18	To Merchandise,			627	00		
		1/3 Cash 1/3 3 Mo. 1/3 6 Mo.						

We render Statements 1st of each month of all accounts, whether DUE OR NOT DUE, as per our Ledger. This saves us labor, gives you opportunity for comparison of accounts and correction of errors, if any, and is NOT A DEMAND FOR PAYMENT OF BILLS NOT DUE. For accounts past due we will draw at sight, as per notice at top of our Invoices.

MONTHLY S[illegible]NT.

FOLIO

Richm[illegible] NOV 1 1891 189

M Southampton Lumber Co
Courtland Franklin Co.

To SMITH-COURTNEY CO., Dr.

Successors to SMITH & COURTNEY,

MANUFACTURERS' AGENTS

AND DEALERS IN

Railway, Contractors', Machinists', Miners' and Mill Supplies,

189/ TERMS CASH. No. 1419 MAIN STREET.

		To balance, per Statement rendered,		
Aug	18	To Merchandise, 1/3 Cash 1/3 3 Ma 1/3 6 Mos	627	
Oct	15	— Net Cash see Letter —	190	
				817

Please send Settlement

We render Statements 1st of each month of all accounts, whether DUE OR NOT DUE, as per our Ledger. This saves us labor, gives you opportunity for comparison of accounts and correction of errors, if any, and is NOT A DEMAND FOR PAYMENT OF BILLS NOT DUE. For accounts past due we will draw at sight, as per notice at top of our Invoices.

MONTHLY STATEMENT.

FOLIO

Richmond, Va. January 9th 1892.

M Southampton Lumber Co
Franklin Va

To SMITH-COURTNEY CO., Dr.

Successors to SMITH & COURTNEY,

MANUFACTURERS' AGENTS

AND DEALERS IN

Railway, Contractors', Machinists', Miners' and Mill Supplies,

189/ TERMS CASH. No. 1419 MAIN STREET.

To balance, per Statement rendered,

		1/3 Cash 1/3 3 mo. 1/3 6 mo.		
aug	18	To Merchandise,	with Ins	627 00
Oct	15	"	Net Cash	190
				817 00
		7% Int. on 627.00 to Jany 9th/92		16 19
		" " " 190.00 " " 9/92		3 00
				836.19
				73 1/2
				6 3 40

Ch our draft for amt as H. January 12 1892

We render Statements 1st of each month of all accounts, whether DUE OR NOT DUE, as per our Ledger. This saves us labor, gives you opportunity for comparison of accounts and correction of errors, if any, and is NOT A DEMAND FOR PAYMENT OF BILLS NOT DUE. For accounts past due we will draw at sight, as per notice at top of our Invoices.

STATEMENT.

Richmond, Va. JAN 1 1892 189 .

M. Southampton Lumber Co. Franklin Va

To SMITH-COURTNEY CO., Dr.

Successors to SMITH & COURTNEY,

MANUFACTURERS' AGENTS

AND DEALERS IN

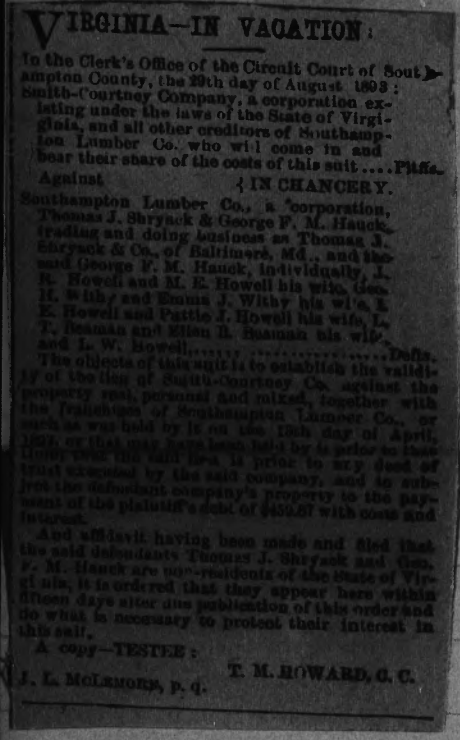
Railway, Contractors', Machinists', Miners' and Mill Supplies,

189/ TERMS CASH. No. 1419 MAIN STREET.

	To balance, per Statement rendered,			
Aug 18	To Merchandise, 1/3 Cash 1/3 3 M 1/3 6 Mos	627	00	
Oct 15	Net Cash —	190		
				81700
	Int on 190.00 from Oct 15th			277
	" " 418.00 " Aug. 18th			1094
	6 Mos Int on 209.00			731
				83802
	By Notes enclosed to be Signed			21631
				62171

Pat 7919

We render Statements 1st of each month of all accounts, whether DUE OR NOT DUE, as per our Ledger. This saves us labor, gives you opportunity for comparison of accounts and correction of errors, if any, and is NOT A DEMAND FOR PAYMENT OF BILLS NOT DUE. For accounts past due we will draw at sight, as per notice at top of our Invoices.



VIRGINIA—IN VACATION:

In the Clerk's Office of the Circuit Court of Southampton County, the 29th day of August 1893:

Smith-Courtney Company, a corporation existing under the laws of the State of Virginia, and all other creditors of Southampton Lumber Co. who will come in and bear their share of the costs of this suit .... Plffs.

Against } IN CHANCERY.

Southampton Lumber Co., a corporation, Thomas J. Shryack & George F. M. Hauck, trading and doing business as Thomas J. Shryack & Co., of Baltimore, Md., and the said George F. M. Hauck, individually, L. R. Howell and M. E. Howell his wife, Geo. H. Withy and Emma J. Withy his wife, L. E. Howell and Pattie J. Howell his wife, L. T. Seaman and Ellen B. Seaman his wife, and L. W. Howell, ... Defts.

The objects of this suit is to establish the validity of the lien of Smith-Courtney Co. against the property real, personal and mixed, together with the franchises of Southampton Lumber Co., or such as was held by it on the 15th day of April, 1893, or that may have been held by it prior to that time, under the said deed in prior to any deed of trust executed by the said company, and to subject the defendant company's property to the payment of the plaintiff's debt of $4359.87 with costs and interest.

And affidavit having been made and filed that the said defendants Thomas J. Shryack and Geo. F. M. Hauck are non-residents of the state of Virginia, it is ordered that they appear here within fifteen days after the publication of this order and do what is necessary to protect their interest in this suit.

A copy—TESTE:

T. M. HOWARD, C. C.

J. L. McLEMORE, p. q.

Franklin Va
Oct 6/93

This is to certify that the annexed order of Publication of Smith Courtney Co. vs. Southampton Lumber Co et als., was published in the Southampton Democrat four consecutive weeks.

W. H. Stuard
Pub. & Democrat

Franklin, Va., Oct 6 1893

Messrs. Smith Courtney Co.

Co Southampton Democrat, Dr.,

W. H. STROUD, PUBLISHER.

JOB PRINTING IN ALL ITS BRANCHES DONE WITH NEATNESS AND DISPATCH

| CHEAP |

93 Subscription Price, One Dollar Per Year.

Aug	31	2000 3½ in order pub.			
		6 colum 4 t		6	44

Paid by J. L. McLemore
June 27/95
W. H. Stroud
June 27/95

$20.31 Recd of J. L. W. Lemore
Atty. Twenty & 31/100 Dollars in
full of my claim against
So Ashpton Lumber Co. as
proved in case Smith-Cantrell
Co. Same.
June 28. 90.
B. F. McLemore

Franklin, Va., June 27th 1895-

M. Smith-Courtney Co.

In re Smith-Courtney Co. vs. Southampton Lumber Co.

TO J. C. PARKER,

Commissioner in Chancery

~~ATTORNEY AT LAW~~, Dr.

1894			
April	25th	To fee as Com'r in Chancery suit	25.00

Paid by J. L. McLemore
June 27th 1895-
J. C. Parker

20 - Copy 90 - alias 20 - Copy 20 Sum 20 - Copy 20
Receipt 54 - 10 - 18. Rules 1.00 - 1.00. 1.44. 35 - 15
50 - 40. 15 15 - 15 - 25. 4.00 - 25

Recd $12.57 July 2/95 R Howard Admr, Clerk $12.57

Sheff	4.00
Law pl.	16.50
Admr JCP pl.	25.00
	58.01
Future costs	5.00
	63.00
	6.44
	69.44

Order of Publication pl.

~~Admr JCP $60.00~~

" " 25.00

140
476
585
125-1

DAILY REPORT.

Smith-Cuming Co.
vs.
Smith-Dayton Lumber Co.

Trucheto

First National Fire Insurance Company,
312 Tenth Street,
Fredericksburg, Va.

Commissioner's Office,

Franklin ~~Southampton~~ Va., April 1st 1893

To The Southampton Lumber Company and The Norfolk Supply Co.

You are hereby notified that I have fixed upon the 18th day of April next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, in Courtland, Va. the following accounts, to wit:

1st An account of all the debts outstanding against the Southampton Lumber Company, together with their order of priority of dignity

2nd An account of the real & personal property owned by the said Southampton Lumber Co. & what incumbrances have been placed on the same by deed of trust or absolute sale

required to be taken by a decree of Southampton Circuit Court, rendered at the November term, 1892, in a suit in chancery depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.

Given under my hand, as Commissioner in Chancery of said Court, the day and year first aforesaid.

J C Pope

Commissioner.

To the Sheriff of Southampton County to execute.

An account of all the debts of the Southampton Lumber Company, together with their order of priority and dignity,

1st CLASS.

J.E.Reese, assignee of E.L.Butler,	$172.37	
Int. from July 8th 1892,	12.51	$184.88
" " A.W.Hayes,	114.00	
Int. from July 9th 1892,	8.26	122.26
" " Henry Scott,	33.90	
Int. from July 25th 1892,	2.29	36.19
" " J.T.Bryant,	94.92	
Int. from July " "	6.63	101.55
" " N.E.K.Jones, "	19.60	
Int. from Aug. 15th 1892,	1.31	20.91
" " W.J.Smith	40.75	
Int. from " " "	2.72	43.47
" " R.P.Ellis	20.40	
Int. from " 20th "	1.33	21.73
" " Wm.Hobbs,	47.01	
Int. from Sept. 7th "	2.91	49.92
" " Geo.N.Gardner,	359.82	
Int. from July 2nd, "	25.74	385.56
		$966.37

2nd CLASS.

H.L.Norfleet open account for labor,	30.00	
Int. from Sept. 15th 1892,	1.85	31.85
		$998.42

3rd CLASS.

A debt, due by several different notes, to Thos.J.Shryock of Baltimore, Md., secured by deed of trust to Frank Blacklock, Trustee, dated January 25th 1892, on Co's plant,	$5000.	
Int. from Jan. 25th 1892,	500.	5500.00
		6498 42

4th CLASS.

W.H.Chambliss open account for logs,	98.00	
Int. from July 1st 1892,	7.13	105.13
J.A.Hartley, assignee of W.H.Chambliss, on notes and open accounts for logs,	401.52	
Int. from July 1st 1892,	29.07	430.59
Norfolk Supply Company open account for mill supplies,	104.27	
Int. from June 1st 1892,	8.32	112.59
Hitchcock Trego Land, Lumber and Quarry Co. notes and accounts for logs,	238.52	
Int. from July 1st 1892,	13.26	251.78

5th CLASS.

R.Hoe & Co, open account,	34.53	
Int. from Nov. 7th 1892.	2.00	36.53
A.F.Bradshaw, open account,	413.54	
Int. from Sept. 22nd 1892,	24.78	438.22
Holland & Co. open account,	58.61	
Int. from " " "	3.48	62.09
Smith-Courtney Company notes,	459.67	
Int. from July 1st 1892,	34.00	493.67
Norfolk Supply Company, notes,	399.22	
Int. from July 1st 1892,	29.00	428.22
		$ 9608 04

Total.....

An account of the real and personal property owned by the Southampton Lumber Company, and the incumbrances that have been placed on the same by deed of trust, and the absolute sales that have been made of the same.

1st--REAL PROPERTY.

A lot or parcel of land lying near the north borders of the corporation of Franklin, Va., containing about seven acres, together with the buildings and appurtenances thereon or there-unto belonging, worth by estimation $1500.

2nd PERSONAL PROPERTY.

All machinery and other movable articles situated on the land described above estimated to be worth $5500.

Certain timber contracts in Isle of Wight, Nansemond, and Southampton Counties, none of the said timber being fully paid for, interest in said contracts estimated to be worth 1000.

Total..... $6000.

A deed of trust was given on all the above property, by the Southampton Lumber Company, to Frank Blacklock, Trustee, on the 22nd day of January 1892, to secure the payment of $5000. due by 13 different notes given by the Southampton Lumber Company to Thos. J. Shryock, which debt is reported above in the account of debts, and this deed of trust was recorded in the clerk's office of the County Court of Southampton County on the 25th day of January 1892.

A deed of trust was given by the said Southampton Lumber Company, dated May 19th 1892, and recorded in th clerk office aforesaid, on all the lumber of the said Company at their plant in Franklin, Va., to further secure the said notes due Thos. J. Shryock, but the Commissioner thinks that all of said lumber was dis posed of before the institution of this suit.

On the 20th day of October 1892, Frank Blacklock, Trustee, sold the property above described which was conveyed to him under above described deed of trust, pursuant to said deed of trust and the terms therein stated, and at the said sale George F. M. Hauck became the purchaser for the sum of $3200. and a deed was immediately made to him for the property.

The Commissioner is informed that shortly after that sale, the said Geo. F. M. Hauck sold all the said property to Camp Manfg. Co. the price being, as the Commissioer is informed, $2500., but of this last sale he does not know from the record.

COMMISSIONER'S OFFICE,

Courtland,Va.Sept.23rd,
1895.

TO THE CIRCUIT COURT OF SOUTHAMPTON COUNTY :-

Pursuant to a decree of the Circuit Court of Southampton County,rendered on the 10th day of November 1892,in a suit in chancery depending in said court between Norfolk Supply Company and Southampton Lumber Company,the undersigned,one of the Commissioners of the said Court,to whom was refered the accounts ordered to be taken by the said decree,reports to the Court that on the 1st day of April 1895,he issued notices against the several parties aforesaid,requiring them to attend the settlement and taking of the said accounts before him ,at his office in Courtland,Va.,on the 18th day of April 1895, as is shown by the said notice herewith filed and acknowledged by the said parties or their attorneys.That upon said day the said parties appeared before your commissioner and he took and stated the accounts required by the said decree.

Your Commissioner reports that he has included in the above account of debts all the debts that he could ascertain were due by the said Company,either from the records of the courts of this county,or from other evidence,one debt as shown by the record,that due to Mr.I.E.Howell,having been relinquished,as your commissioner is informed by Mr.Howell himself.
The debts of the first class reported above are for labor done for the said Company,which was a manufacturing Company doing business in this state,and you commissioer reports that they are a first lien on all the property,real and person,belonging to the said Company,said lien being given them by section 2485 of the Code of 1887 and the acts amendatory thereof

approved February 15th 1892. Second in priority is the debt reported inclass 2nd above,also for labor and perfected in accordance with said act amendatory of Section 2485 of the code Third inpriority is the debt secured by deed of trust to Thos.J.Shryock as reported in the 3rd class.Fourth in priority are the debts reported in the 4th class.These debts,being due for supplies furnished the said Company and neccessary to its operation,are a lien upon all the franchises,gross earnings, real and personal property of the said Company;but as the said supplies were furnished after the 15th day of February 1892, and as the act approved at that time made liens for such supplies subsequent to the lien of any deed of trust which had been given and recorded prior to the furnishing of the supplies ,your Commissioner reports that the lien of these debts of the 4th class are subsequent to the deed trust debt reported in the 3rd class.Fifth in priority are the debts reported in the 5th class,and your Commissioner decides that these debts have no liens on the franchises,gross earnings,or personal or real property of the said Company.The court will notice that among them is one due the plaintiff in this suit for $428.22,and this is a part of the claim set up by them in this suit as a lien.Your commissioner decides that this part of said debt is not a lien,1st,because when the supplied which were the consideration for this debt were furnished,the Southampton Lumber Company as a manufacturing Company,did not exist,though those who afterwards were stockholders in said Company may have been at that time doing business under that name as a partnership. The account exhibited before your commissioner by the plaintiff shows that all said supplies which were furnished as consider-

ation for this debt, were furnished before the 25th day of December 1891; and the copy of the charter of said Company one of the exhibits with this bill, shows that the charter of said Company was not recorded untill the 25th day of December 1891, and under the law as laid down in sections 1145 & 1146 of the Code, it did not exist as a chartered Company until its charter was so recorded and sent to the office of the Secretary of the Commonwealth. Your commissioner holds that supplies furnished before that time to the persons who composed the stockholders of that company, no matter under what name they were doing business, were not supplies furnished a manufacturing Company as contemplated in section 2485 of the Code, and therefore there is no lien for said supplies on any of the property of the afterformed company; for even though the said afterformed company may have and did assume the payment of the bills for said supplies thus furnished before its creation, that assumption can only make the Company responsible for said debt as any other ordinary debt of no special dignity, and surely such assumption cannot be said to have brought the debt within the letter or intent of the said statute, because supplies furnised before a manufacturing company exists cannot be said to have been furnished to said manufacturing Company. Another reason why the said claim is not a lien is because the memorandum was not filed within six months after the claim became due as is required by the law; an examination of the account filed and produced before your Commissioner will show that the notes for the claim of $428.22 were the direct outcome or renewals of a note that came due on the 12th day of January 1892, and whatever may have been the original terms of credit, it is certain that the said

Commissioner.

To the Sheriff of Southampton County to execute.

claim became due not later than January 12th 1892,and no extension of time that may have been granted by the claimant to the said Southampton Lumber Company would avail to make the time later than that under the law,but the six months must be construed to have begun on the 12th day of January 1892.As the claim or memorandum of dame was not filed before the 19th of July 1892,it was filed too late to make ita lien.

As to the notes of Smith-Courtney Company,your Commissioner decides that they are not liens solely on the ground that when the debt was made the Southampton Lumber Company as a corporation did not exist.It is claimed that the lien does not state facts;that the debt was not made at the time stated in the memorandum,and that the amount stated is not correct.Your commissioner decides that if the debt was made for supplies and was filed in proper time there is a lien,no matter if the memorandum does give incorrect dates or amounts,whic may be corrected according to fact without affectingthe lien.Your commissioner finds that there was due to the Smith-Courtney Co.over $500. for supplies which came due none of it earlier than November 18th 1892,and as the lien was filed April 15th 1892 it was filed within six months. But your Comisioner decides that this claim is not a lien because it is not for ''supplies furnished a manufacturing Company''inasmuch as the supplies were furnished on Aug.18th 1891 and Oct.15th 1891,when the Southampton Lumber Company did not exist until Dec.25th 1891.Surely,as I have said above,the assumption by the said Company after its creatin of this debt by giving its notes therefor,does not make it a debt for supplies as to the Company,because as I have said the Company did not exist when the supplies were furnished and ''

To the Sheriff of Southampton County to execute.

therefore the supplies couldnot have been furnished to it. Your commissioner reports that sales have been made of the property of the Southampton Lumber Company as is above reported and he is also informed that a part of the said property has been removed from the plant of the said Company by the last purchaser, Camp Manf'g. Co.

Respectfully submitted,

J. C. Parker

Comr. in Chancery.

Commissioners Fee $60.
Charged to Plaintiff in
the case the Norfolk
Supply Company.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON Southampton Lumber Co a Corporation, Thos J. Shryock & George F. M. Hawes trading & doing business as Thos. J. Shryock & Co of Baltimore Md. and the said George F. M. Hawes individually J. R. Hawell & M. E. Hawell his wife Geo. W. Withey & Emma J. Withey his wife J. E. Hawell & Pattie J Hawell his wife L. J. Beamon & Ellen B. Beamon his wife & L. W. Hawell

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 3rd Monday in Sept 1893 ~~next~~, to answer a Bill in Chancery exhibited against them in our said Court by Smith-Courtney Company a corporation existing under the laws of the State of Virginia and all other creditors of Southampton Lumber Co 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, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this 29" day of August, 189.3, in the 11.8th year of the Commonwealth.

TESTE: T. M. Howard, C. C.

Smith-Courtney Lea

v.

Southampton Lumber
Co et als

1893. 2" Sept Rules
Cir. Ct.

Suffolk

McLemore p.q.

Executed this 6th day of Sept 1893
by endorsing the name of the
Rivers Tie & Lumber Co
on the back thereof
Smith

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ~~SOUTHAMPTON~~ Nansemond COUNTY, GREETING:

WE COMMAND YOU TO SUMMON Southampton Lumber Co a corporation, Thomas J. Shryock & George F. M. Hauck trading & doing business as Thos J. Shryock & Co of Baltimore Md. and the said George F. M. Hauck individually J. R. Howell & M. E. Howell his wife, George H. Withey & Emma J. Withey his wife, D. E. Howell & Pattie J. Howell his wife, L. T. Beamon & Ellen B. Beamon his wife & L. W. Howell.

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 Sept 1893 ~~next~~ to answer a Bill in Chancery exhibited against them in our said Court by Smith Courtney Company a corporation existing under the laws of the State of Virginia and all other creditors of Southampton Lumber Co who will come in & bear their share of the Costs of this suit.

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

WITNESS, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this 29 day of August, 1893, in the 117th year of the Commonwealth.

TESTE: T. M. Howard, C. C.

Smith Courtney Co

v. Alias Sum

Southampton Lumber Levestale

1893. 1 Act Rules

Cir. Ct.

Executed Sept. 30 d. &
by delivering a copy of
this Sum. to Ellen
B. Beamon.

J. W. Williams
Sheriff

McLemore p.q.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

as at another time We have commanded you

WE COMMAND YOU TO SUMMON Southampton Lumber Co. a corporation Thomas J. Shryock & George F. M. Hancock trading & doing business as Thos. J. Shryock & Co. of Baltimore Md. and the said George F. M. Hancock individually, J. R. Howell & M. E. Howell his wife, George H. Withey & Emma J. Withey his wife I. E. Howell, & Sattie J. Howell his wife, L. T. Beamon & Ellen B. Beamon his wife & L. H. Howell

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 Oct next, to answer a Bill in Chancery exhibited against them in our said Court by Smith Courtney Company a corporation existing under the laws of the State of Virginia and all other creditors of Southampton Lumber Co. who will come in & 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, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this 23 day of Sept, 189 3, in the 118th year of the Commonwealth.

TESTE: T. M. Howard, C. C.

THE COMMONWEALTH OF VIRGINIA,

TO THE ~~SHERIFF OF SOUTHAMPTON COUNTY~~ Serg't of the City of Portsmouth, GREETING:

WE COMMAND YOU TO SUMMON Southampton Lumber Co, a Corporation, Thomas J. Shayock & Geo. F. M. Hauck trading & doing business as Thos. J. Shayock & Co of Baltimore Md and the said Geo. F. M. Hauck individually J. R. Hawell & M. E. Hawell his wife, George H. Withey & Emma J. Withey his wife, D. E. Hawell & Pattie J. Hawell his wife, L. T. Beamon & Ella B. Beamon his wife & L. H. Hawell.

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 3rd Monday in Sept 1893 next, to answer a Bill in Chancery exhibited against them in our said Court by Smith Courtney Company a Corporation existing under the laws of the State of Virginia and all other Creditors of the Southampton Lumber Co who will come in and bear their shares of the costs of this suit.

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

WITNESS, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this 29" day of August, 189 3, in the 118th year of the Commonwealth.

TESTE: T. M. Howard, C. C.

Smith Courtney Lea

&c" Sims.

Southampton Lumber
Lea. et als

1893. 2 Sept Rules

Cir. Ct.

Not found
Wm Jon Smith Sgt
City of Portsmouth

Portsmouth Va

Ellen B Beamon
Suits with John
Branch.

Clerk of Court

Dear Sir
Please return fee sent
for service to the proper
Person & oblige Respectfully
Wm Jon Smith
W Leonard Esq.

THE COMMONWEALTH OF VIRGINIA,

TO THE ~~SHERIFF OF SOUTHAMPTON COUNTY~~ Sergt of the City of Portsmouth, GREETING:

WE COMMAND YOU TO SUMMON Southampton Lumber Co a Corporation, Thomas J. Shryock & George F. M. Hauck trading & doing business as Thos. J. Shryock & Co. of Baltimore Md and the said George F. M. Hauck individually J. R. Howell & M. E. Howell his wife, George W. Withey & Emma J. Withey his wife, J. E. Howell & Pattie J. Howell his wife L. T. Beamon & Ella B. Beamon his wife & L. H. Howell.

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 3rd Monday in Sept 1893 ~~next~~, to answer a Bill in Chancery exhibited against them in our said Court by Smith Courtney Company a Corporation existing under the laws of the State of Virginia and all other Creditors of Southampton Lumber Co who will come in & bear their shares 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, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this 29th day of August, 189 2, in the 11 8th year of the Commonwealth.

TESTE: T. M. Howard, C. C.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON Southampton Lumber Co. a corporation Thomas J. Shryock & George F. M. Hauck trading & doing business as Thos. J. Shryock & Co. Baltimore Md and the said George F. M. Hauck individually J. R. Hawell & M. E. Hawell his wife George H. Withey & Emma J. Withey his wife L. E. Hawell & Patti J. Hawell his wife L. P. Beamon & Ellen B. Beamon his Wife & D. W. Hawell

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 2nd Monday in Sept 1893 next, to answer a Bill in Chancery exhibited against them in our said Court by Smith-Courtney Company a corporation existing under the laws of the State of Virginia and all other creditors of Southampton Lumber Co 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, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this 29 day of August, 189 3, in the 117th year of the Commonwealth.

TESTE: T. M. Howard, C. C.

Smith Courtney Lee

vs

Sum

Southampton Lumber
Company et als

1893 Sept Rules

Cir. Ct.

Executed Sept 8 1893
by delivering a copy of this notice
as to each of the within named
parties defendant except Ellis
R. Branch & L. W. Howell who
cannot be found

J. W. Williams
Shff

M Lemon p.q.

Geo. H. Withey President of the Southampton Lumber Co.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON Southampton Lumber, a corporation, Thomas J. Shryock & George F. M. Hauck trading & doing business as Thos. J. Shryock & Co of Baltimore Md. and the said George F. M. Hauck individually J. A. Howell & M. E. Howell his wife George H. Withey & Emma J. Withey his wife - D. E. Howell & Patrick Howell his wife L. P. Beamon & Ellen B. Beamon his wife & D. W. Howell

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 3rd Monday in Sept. 1893 next, to answer a Bill in Chancery exhibited against them in our said Court by Smith Lumber Company a corporation existing under the laws of the State of Virginia and all other creditors of Southampton Lumber Co who will come in and bear their share of the costs of this suit.

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

WITNESS, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this 29 day of August, 1893, in the 118th year of the Commonwealth.

TESTE: T. M. Howard, C. C.

ALLEN G. COLLINS,
ATTORNEY AT LAW,
ROOM 21, SECOND FLOOR,
MERCHANTS NATIONAL BANK BUILDING,

Notary Public for Richmond City and Henrico County
PHONE 1241.

Richmond, Va.,

I would be glad to know what is being done in that suit, I always considered that lien on a better foundation than the one against the S.L.Co., I always felt satisfied too that the lien of S.C.Co. Vs F.L.C being a lien specific at law, that it would take precedence over the equitable lien asserted by the bill creditor. I hope you will be able to secure this claim also.

I make these points as suggestions to you, but of course the matters are in your hands for you to manage for the best.

I will leave the city tonight to be absent about two weeks, and will therefore ask that you write directly to Smith-Courtney Co. should you desire any information before my return.

You will observe that the firm of Cannon & Collin has been dissolved, and I have my office as shown above

Yours Truly
Allen G. Collins

P.S. Please let me know who it is that offers to pay a cash compromise.

ALLEN G. COLLINS,
ATTORNEY AT LAW,
ROOM 21, SECOND FLOOR,
MERCHANTS NATIONAL BANK BUILDING.

Notary Public for Richmond City and
Henrico County.
'PHONE 1241.

Richmond, Va., May 3rd. 1895.

Jas.L.Mc Lemore, Esq.

Dear Sir,

Yours of 29th. Ulto. rec'd.

I am glad to know that a decree has at last been obtained, establishing the lien of our clients as the first lien.

If defendants will pay the principal amount in ca cash, our clients will accept it and release the accrued interest, which interest now amounts to more than $80- After this long fight, it would be hard to give up any part of the principal. I suppose of course that the decree gave interest from the time th that the debt was due.

You will find that the Camp Mfg. Co. at Frankli obtained the engine from the Southampton Lumber Co. also the boiler as I am informed; and if you make careful enquiry, I would not be surprised if you find that nearly all of the machinery was turned over to Camp Mfg. Co.

As I understand it the suit was for the Court to take the assete of the Southampton L.Co. and apply them to the debts in the order of their priority; if that be so will not the Court put you into possession of the machinery, or direct a receiver to take it wher ever it may be found, as your lien is a specific one.

What about the lien upon the Franklin Lumber Co.? When I was down there we determined that you would file a cross-bill in the suit then pending, to subject the assets to the payment of the debts.

We acknowledge service
of the within notice.
I B Painter atty for
Thos J Shryock & Co
~~J. L. McLemore Atty for~~
Plaintiff

I. R. Howell
M. E. Howell
I. E. Howell
P. E. Howell
Southampton Lumber Co.
by Geo. H. Withey President
Geo. H. Withey.
E. J. Withey.

Commissioner's Office,

~~Franklin~~, Va., Mch. 21st 1894

To Southampton Lumber Co., Chas. J. Shryock Co., George F. M. Hauck, J. R. Hawell & M. E. Hawell his wife, George H. Withers & Emma J. Withers his wife, I. E. Hawell & Pallie E. Hawell his wife, L. T. Beaman & Ellen B. Beaman his wife & L. W. Hawell, defendants and Smith-Courtney Co. Plaintiff

You are hereby notified that I have fixed upon the 13th *day of* April *next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, in Franklin Va. the following accounts, to wit:*

1st An account of the liens debts or debts of record, against the property of the Southampton Lumber Co. with liens priorities & dignities, showing what debts have been paid, & what portions thereof, if any.

2nd An account of the property of the said Southampton Lumber Co. subject to liens of record against the same, & in whose possession the property now is.

3rd What property of the Company has been sold or disposed of since the 13th day of April 1891, for what amount & to whom.

4th Any other matter that may be required to be stated by any interested party, or that may be deemed pertinent by me.

required to be taken by a decree of Southampton Circuit Court, rendered at the November *term, 18*93*, in a suit in chancery depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.*

Given under my hand, as Commissioner in Chancery of said Court, the day and year first aforesaid.

J. C. Parker

Commissioner.

To the Sheriff of Southampton County to execute.

COMMISSIONER'S OFFICE,

Franklin, Va. April 25th, 1894

TO THE CIRCUIT COURT OF SOUTHAMPTON COUNTY:-

Pursuant to a decree of the Circuit Court of Southampton County, entered on the 13th day of November 1893, in a suit in chancery depending in the said court between Smith-Courtney Co. plaintiff, and Southampton Lumber Co., defendant, the undersigned, one of the Commissioners of the said Court, to whom was refered the accounts ordered to be taken by the said decree, reports to the court that on the 21st day of March 1894 he issued notices against the several parties aforesaid, requiring ~~him~~ them to attend the settlement and taking of the said accounts before him, at his office in Franklin, Va., on the 18th day of April 1893, as is shown by the said notice herewith filed and acknowledged by the said parties or their attorneys. That upon the said day the said parties appeared before your Commissioner and he took and stated the accounts required by the said decree.

Your Commissioner begs leave to call the attention of the Cout to the fact that in another suit pending before this court, Norfolk Supply Co. vs. Southampton Lumber Co., which case has been consolidated with this and ordered to be hereafter heard herewith, your Commissioner took an account exactly like the one ordered to be taken by this last decree, showing all the points required to be shown by this decree. Your commissioner beleives, and is also advised by the attorneys in this cause, that it is not necessary for him to make the said report in its entirety over again, but to simply refer to that report which has not yet been considered. Your commissioner therefore refers to and reiterates the said report, which was filed in the said cause the 26th day

of September 1893, and begs to report to the court that he has no changes to make in the said report except as follows, to-wit: as a debt of the first class he would beg to report a fee bill amounting to $20.31 due B.F.McLemore, Clerk of the ~~Circuit~~ County Court of Southampton County ; and he would eliminate the debt of the Smith-Courtney Co. from the debts of the 5th class as shown by the former report, and report the said debt, $495.67, as a debt of the second class, and would change the debts of the first class in the former report to debts of the 3rd class ; debts of the 2nd class to debts of the 4th class ; debts of the 3rd class to debts of the 5th class ; debts of the 4th class to debts of the 6th class ; and debts of the 5th class to debts of the 7th class. The debts of the first, second, third, fourth, and fifth and sixth classes as thus changed, are leins upon all the property, real and personal, that belonged to the said Southampton Lumber Co., in the order of priority named, your commissioner now deciding that the debt due the Smith-Courtney Co. is a lein under section 2485 of the Code, and acts amendatory thereof, because for supplies furnished, and is prior to the other leins under said section because filed prior to them. In coming to the conclusion that this debt is a lein your Commissioner has not been without considerable difficulty and doubt, particularly on the grounds stated in his former report. But since that report he has found that all of the property upon which the debts of the 1st, 2nd, and third classes had a lein as shown by the former report, was conveyed to the Southampton Lumber Co. before it became a corporation by the law, and no renewal of that title was ever made after it did become a ~~charter~~ corporation ; therefore your Commissioner now holds that the laborers who have leins, and T.J.Shryock & Co.

$537.61

who hold the deed of trust upon said property, are estoped to object to the debt of the Smith-Courtney Co. because made before the Company was legally organized, when in order to give effect to their own leins and deeds of trust they must themselves recognize as legal conveyances made to the said Company before it was legally organized, and if they do so fail to recognize these conveyances so made to the said Company, then their own leins fail utterly for want of any title in the Southampton Lumber Co., their debtor and grantor, in the very property on which they claim a lein. Therefore your Commissioner decides that there is no party ot this proceeding who can be allowed to deny the Corporate existence of the Southampton Lumber Co. at the time Smith-Courtney Co. sold them the supplies included in the bill for which your Commissioner decides that they have a lein. In all other respects your Commissioner is of the same opinion he was in the former report and here reiterates said report.

Respectfully submitted.

J. C. Parker
Comr. in Chancery.

Fee $25.00 charged
to Plaintiff.

Richmond Va

Southampton Lumber Company

To

Smith-Courtney Company

1891			
May 28	To One 14 X 28 attac Engine No. 9499, complete		$600.00
	" One set of plates, bars + bolts		21.50
	" One quart Lubricator		5.50
	" One No. 2. gang rip saw and one extra saw		190.00
			$817.00
	Interest added	19.19	28.25
			$845.25
	Credit By Freight	36.59	
	" " Cash	31.60	68.19
	Note given for this amount payable Mch 12/92		$777.06
	Credit By Cash Mch 12/92		77.06
	Balance unpaid as of March 12/92		$700.00

State of Virginia, City of Richmond, to wit;

I, Allen G. Collins a notary public for the city aforesaid in the State of Virginia do certify that Gordon Wallace, personally appeared before me in my city aforesaid and made oath that he is Treasurer of Smith Courtney Company; that the foregoing account is correct; That Smith-Courtney Company delivered to Southampton Lumber Company, one steam engine No. 9499 and its equipments and other articles as specified in said account, that said articles were delivered at the request of said Southampton Lumber Company, that said engine and equipments & other articles were necessary to the operation of said company and its business; that the sum of seven hundred dollars ($700=) part of the purchase price for said engine and equipments was not due and payable until March 12th 1892, and that it was not then paid & has not since been paid, but the time of payment has been extended, and that said sum should bear interest from that date; that said Southampton Lumber Company is a manufacturing company with its principle office at ~~Va~~ in the County of Southampton. That Smith-Courtney Company have and claim a prior lien to the extent of said seven hundred dollars and interest & costs, upon all the gross earnings, & franchise and on all the property real & personal owned by said Southampton Lumber Company.

All of which is sworn to be true to the best of his knowledge information and belief.

Given under my hand this 11 day of April 1892

Allen G. Collins

Notary Public.

Smith Courtney Co

N° 333 Lien

Southampton Lumber Co

1892. Apl 13. Rec'd X

AR

Expand

/

Recorded S.J. B #2
Page 567

$1.25 ch. 6+6

Southampton County. In the Clerks Office April 13th 1892
The foregoing Lien by Smith Courtney Co against
the Southampton Lumber Co. was this day received,
and with the certificate annexed, admitted to
record.

Test. B. A. Blow Clerk

Special Commissioner's Sale!

By virtue of a Decree of the Circuit Court of Southampton County entered in the Chancery Cause of Norfolk Supply Co. vs. Southampton Lumber Co. and Smith-Courtney Co. vs. Southampton Lumber Co on the 29th day of March 1895. I shall offer for sale at Public Auction at Franklin Va. 2 o'clock P. M. the real estate, together with all the buildings, fixtures, appliances or other articles located upon or belonging to the plant of the Southampton Lumber Co near N. & W. Depot in Franklin Va. - Said lot of land containing about five acres.

NEW
PURE LINE STOCK