

1902-20

Southampton County Chancery Virginia Carolina Chemical Co. vs. Scott, J. E. et al
et al

"Attachment on
Crops, per agreement"

Trarney S. W. Co

Scott, R. C.

Virginia-Carolina Mineral Co.
vs. Bill in Damages.
Dott. et. als.

1902. 3rd. April. Lodged in office

1902 2nd May Rules filed

L. A. Gay Esq.

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIRCUIT COURT
OF SOUTHAMPTON COUNTY, VIRGINIA:

Humbly complaining, your complainant, Virginia-Carolina Chemical Company, S. W. Travers & Company Branch, a corporation duly chartered and doing business under the laws of the State of Virginia, sheweth unto your Honor the following case:

That one J. E. Scott, who resides in Southampton County, Virginia, was during the year 1901 engaged in the cultivation of the soil in and upon a certain lot or parcel of land belonging to A. A. Holland lying situate and being in Franklin Magisterial District in the said County of Southampton, near Isaac Station on the Southern Railroad; that being so engaged, or about to engage, in the cultivation of the said lands he was desirous of obtaining advances and supplies to enable him to successfully carry on his said business; that he, the said J. E. Scott, requested your complainant to so furnish him with the said supplies, or a portion of them; that your complainant did so furnish him with forty-seven (47) bags of fertilizers, the purchase price of which was Ninety & 48/100 (\$90.48) Dollars, for which the said J. E. Scott executed and delivered to your complainant his two bonds, one for \$69.30 bearing date the 9th day of July 1901 and payable on or before the 1st day of February 1902; the other for \$21.18 dated September 24th 1901 and payable on or before the 1st day of February 1902; that the said J. E. Scott also executed and delivered to your complainant two crop liens, to further secure your complainant for the said advances, in accordance with Sec. 2494 of the Code of Virginia, as at that time amended, on all crops to be made or seeded by him during the year 1901; that by virtue of the said crop liens the said J. E. Scott covenanted and agreed to deliver to your complainant a sufficient amount of his said crops to pay said advances; that he further covenanted and agreed that in case suit should be necessary for the recovery of your complainant's debt, or any part thereof, that it should be entitled to recover, in addition to its

OF SOUTHWESTERN COUNCILS' ATTORNEY:

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT

said debt with interest and costs, an attorneys fee of ten per centum (10%) on the amount recovered, to be included in the judgment of the Court, all of which will more fully appear from said bonds and said crop liens filed herewith and marked "Exhibit A." and prayed to be taken and read as a part of this bill: That notwithstanding his said agreement to deliver to your complainant sufficient of his crops to satisfy the said debt he, the said J. E. Scott, has delivered no part thereof to it, nor has he in any way paid or satisfied any part of the said debt, but on the contrary your complainant is informed that he, the said J. E. Scott, claims to have conveyed, or is about to convey the said crops to his brother R. C. Scott, and your complainant verily believes that if such conveyance has been made, or purports to have been made, that it is not bona fide, and in reality is no conveyance but merely a collusion between the said parties for the purpose of hindering, delaying and defrauding your complainant out of its said debt, and that the said R. C. Scott had full knowledge of the existence of your complainants said liens.

In tender consideration whereof and inasmuch as your complainant is without remedy save in a court of equity where such matters are alone and proper^{ly} cognizable it prays that the said J. E. Scott and R. C. Scott may be made parties defendants to this bill and required to answer same, though answer under oath is hereby waived; that an attachment may issue against the property of the said J. E. Scott and especially against the said crops on which your complainant has a lien and that the same may be subjected to the payment of your complainants said debt; ^{that proper orders may be made} that all proper orders and decrees may be made and accounts taken; and that all such other, further, general and special relief may be afforded your complainant as the nature of its case may require or to equity shall seem meet.

Notice is hereby given that the Court will be asked to ^{allow} reasonable attorneys fees to be paid plaintiffs counsel out of any funds coming under the control of the Court in this cause.

And your complainant will ever pray &c.

 P. Q.

Virginia Hamilton & Lewis et al.

vs. { AFFIDAVIT FOR
ATTACHMENT.

Scott et al.

Filed the 28th day of April 1902

Subscribed and sworn to before me this _____ day of _____

or some part thereof, with intent to hinder, delay or defraud _____ creditor.

§ 1118 assigned or disposed of _____ about to assign or dispose of _____

_____ creditor.

part thereof and money, securities or evidences of debt with intent to hinder, delay or defraud _____

_____ creditor, or to about to convert or has converted _____ property or some _____

such estate or property, but in this State, so that process of execution on a judgment against _____

own estate, or the property of the wife of _____ property or a monetary part of _____

domestic _____ or intent to remove or has removed _____

_____ or removal of money or property out of this State, with intent to obstruct _____

or _____ with a defendant in this case;

not a creditor of this State, and in _____

_____ and that to the _____

_____ of the State of _____

_____ and that to the _____

_____ and that to the _____

_____ and that to the _____

for the _____

In the Circuit Court of the County of Southampton, Va

Virginia-Carolina Chemical Company,
S. H. Graves Co. Branch, a Corporation

Plaintiff

against

J. E. Scott and R. C. Scott

Defendant

IN Decease

Robert H. Gray, Atty for the said plaintiff maketh oath and saith, that he believes
the claim, for which the above entitled ^{Suit} ~~action~~ is instituted, to be just; that he, the affiant, believes
that the above named plaintiff is entitled to and ought to recover in said ^{Suit} ~~action~~
\$99,500 (at the least), with interest thereon, to be computed at the rate of six
per centum per annum, from the 1st day of February, 1902, till paid; and that to the
best of his belief the said defendant : J. E. Scott

1. is a foreign corporation, or is not a resident of this State, and ha ~~estate or~~
debts owing to said defendant within the of in which the action is
or sued with a defendant residing therein;

2. is removing or about to remove out of this State, with intent to change
domicile.

3. is removing, or intend to remove, or ha removed

own estate, or the proceeds of the sale of property, or a material part of
such estate or proceeds, out of this State, so that process of execution on a judgment, when
obtained in said action, will be unavailing;

4. is converting, or is about to convert, or ha converted, his property or some
part thereof into money, securities, or evidences of debt, with intent to hinder, delay or defraud
his creditors.

5. Has assigned or disposed of, or is about to assign or dispose of, his estate,
or some part thereof, with intent to hinder, delay or defraud his creditors.

Subscribed and sworn to before me, this 5th day of February, 1902.

L. A. Gray J. C.

The Plaintiff designate

as being in possession of effects of, or being indebted to the defendant.

Form No. 243.

Virginia-Carolina Chemical Co.

vs.

}

ATTACHMENT.

Leath et al

To 2nd. May, Rules, 1902

Parties & Story p. q.

Executed April 5th 1902
by delivering a copy of this attach-
ment to each of the within
named defendants and by
attaching about 300 bags of
Peasants in barn of A. H. Holland
the property of the said defendants

W. H. H. H.
L. H. H.

The Commonwealth of Virginia,

To the Sheriff of the County of Southampton Greeting:

WHEREAS Virginia Chemical Company, B. W. Term

Inc. Branch a Corporation:

has

instituted in our Circuit Court of the County of Southampton, a certain action of
Suit against

J. E. Scott and R. E. Scott

which ~~Suit~~ ^{action} is now pending in the said Court: And there having been filed in the Clerk's Office
of our said Court an affidavit that the claim of said plaintiff asserted in the said suit is believed to
be just, that the affiant believes the plaintiff is entitled to or ought to recover

\$99.53/100 at the least, with interest thereon to be computed after the rate of six per
centum per annum from the 1st day of Feb, 1902, till payment, and that to
the best of the said affiant's belief the said defendant:

J. E. Scott

1. a foreign corporation, or not a resident of this State, and has estate
of debts owing to said defendant within the of in which the
action is, or sued with a defendant residing therein:

2. removing, or about to remove out of this State, with intent to change domicile:

3. removing, or intend to remove, or has removed

own estate, or the proceeds of the sale of property, or a material part of such
estate or proceeds, out of this State, so that process of execution on a judgment, when obtained
in said action, will be unavailing;

4. is converting, or is about to convert, or has converted his property, or some
part thereof, into money, securities, or evidences of debt, with intent to hinder, delay or defraud
his creditors;

5. Has assigned or disposed of, or is about to assign or dispose of; his estate, or
some part thereof, with intent to hinder, delay or defraud his creditors;

Therefore we command you, that you attach the estate of the said

J. E. Scott for the amount of the said
Sum of \$99.53/100, with interest thereon, as afore-

said, and the costs, and that you secure such estate so attached in your hands, or so provide that
the same may be forthcoming and liable to further proceedings thereupon to be had before our said
Court, on the 1st day of the next Oct. term thereof; and that you make return hereof
at the rules to be held in Clerk's office of our said Court, on the 3rd Monday in May next
(or to the said Court on the first day of the next term thereof) how you have executed the same.
And have then there this writ.

Witness, L. A. Gay Clerk of our said Court, at the court-house
this 2nd day of April, 1902, in the 12th year of the Commonwealth.

Teste L. A. Gay Esq.

Carolina Chemical Co. vs.

vs.

}

SUBPENA
IN CHANCERY.

Leath et al.

Parker & Story

p. q.

To "2" May

Rules.

1902. Second

Court.

Executed April 5th 1902
by delivering a copy of this
'Sum' to each of the
parties diff. as named
within.

Justices
App

The Commonwealth of Virginia,

To the Sheriff of the County of Southampton Greeting:

WE COMMAND YOU, That you summon J. E. Scott & R. L. Scott

to appear at the Clerk's Office of the Circuit Court of the County of
Southampton at the rules to be held for the said court on the 3rd Monday in
May 1902, to answer a bill in chancery exhibited against them
in our said court by Virginia-Carolina Chemical Company,
S. W. Travers & Company Branch, a Corporation.

And have then there this writ. Witness L. A. Gay, Clerk
of our said court, at the courthouse, the 3rd day of April 1902, and
in the 126th year of the Commonwealth.

Test: L. A. Gay

Va. - Carolina Industrial Co.
75. - "Exhibit A"
Death str. als

S. W. Travers & Co. Branch Richmond, Va.

\$ 69.30 2000 Post Office, Da County, Va.,
 On or before the 1st day of Feb 1901, I promise
 to pay to the order of VIRGINIA-CAROLINA CHEMICAL COMPANY, S. W. TRAVERS & COMPANY BRANCH,
Sixty nine & 30/100 Dollars, for value received, without offset.
 The Homestead and all other exemptions are hereby waived as to the debt evidenced by this bond.
 Witness my hand and seal.

[SEAL.]

[SEAL.]

KNOW ALL MEN BY THESE PRESENTS, That in pursuance and by virtue of Section 2494 of the
 Code of Virginia, as at present amended, VIRGINIA-CAROLINA CHEMICAL COMPANY, S. W. TRAVERS
 & CO. BRANCH, of the State of Virginia, party of the first part, covenants and agrees to advance to
John of the County of Da State of Virginia,
 party of the second part, 36 bags (200 lbs. each) of Fertilizers, known as
 of the cash value of Sixty nine & 30/100 Dollars, the same to be used by said
 party of the second part in making Crops during the current year on the lands cultivated by him in his county aforesaid,
 known as _____ and owned by A. H. Hall
 containing about _____ acres.

In consideration of the advances so to be made, as specified above, said party of the second part covenants and
 agrees to give, and doth by these presents give and grant unto the said party of the first part a lien under said section of the
 Code as amended, for the amount of the said advances as above set out, on all the crops which may be made or seeded
 by said party of the second part during the current year on the land above described, in or about the cultivation of
 which said advances or supplies are used or intended to be used as above expressed, hereby securing unto the said party
 of the first part all the benefits and advantages which in any way are provided for in the law aforesaid; and said party
 of the second part furthermore covenants to deliver unto the said party of the first part, as promptly as possible after its
 maturity, a sufficient amount of his said crops to pay said advances, whether the bond given for the same shall have
 then matured or not; and said party of the second part hereby affirms that he has not received any other advances upon
 said crops.

It is further agreed that in case suit shall become necessary for the recovery of said debt, or any part thereof, that
 the said party of the first part shall be entitled to recover, in addition to said debt, with interests and costs, an attorney's
 fee of ten per cent. on the amount recovered, to be included in the judgment of the court.

It is agreed that the Fertilizer, which is the consideration of this bond, is bought without any guaranty on the part
 of the party of the first part, or its agents, as to results from its use.

Witness the following signatures and seals the day and year above written.

VIRGINIA-CAROLINA CHEMICAL COMPANY,

S. W. TRAVERS & CO. BRANCH,

by John Agent. [SEAL.]
 [SEAL.]

Have Landlords to join Tenants in above, or waive on back of this bond any priority of claim they may have in crops referred
 to in this agreement.

S. W. Travers & Co. Branch, Richmond, Va.

Deed
\$ *200*
Post Office, *Da* County, Va.,
Date, *Sept 27th 1904*
On or before the *1st* day of *Feb* 190*4* promise to pay to the
order of *Wmly one* VIRGINIA-CAROLINA CHEMICAL COMPANY, S. W. TRAVERS AND COMPANY BRANCH,
100 Dollars, for value received, without offset.
The Homestead and all other exemptions are hereby waived as to the debt evidenced by this bond.
Witness _____ hand and seal .

J. S. Seant [SEAL.]
[SEAL.]

KNOW ALL MEN BY THESE PRESENTS, That in pursuance and by virtue of Section 2494 of the Code of Virginia, as at present amended, VIRGINIA-CAROLINA CHEMICAL COMPANY, S. W. TRAVERS AND COMPANY BRANCH, of the State of Virginia, party of the first part, covenants and agrees to advance to _____ of the County of _____ State of Virginia, party of the second part, *1* bags (200 lbs. each) of Fertilizers, known as *Wmly one* of the cash value of _____ Dollars, the same to be used by said party of the second part in making Crops during the current year on the lands cultivated by him in his county aforesaid, known as _____ and owned by *Wmly one* containing about _____ acres.

In consideration of the advances so to be made, as specified above, said party of the second part covenants and agrees to give, and doth by these presents give and grant unto the said party of the first part a lien under said section of the Code as amended, for the amount of the said advances as above set out, on all the crops which may be made or seeded by said party of the second part during the current year on the land above described, in or about the cultivation of which said advances or supplies are used or intended to be used as above expressed, hereby securing unto the said party of the first part all the benefits and advantages which in any way are provided for in the law aforesaid; and said party of the second part furthermore covenants to deliver unto the said party of the first part, as promptly as possible after its maturity, a sufficient amount of his said crops to pay said advances, whether the bond given for the same shall have then matured or not; and said party of the second part hereby affirms that he has not received any other advances upon said crops.

It is further agreed that in case suit shall become necessary for the recovery of said debt, or any part thereof, that the said party of the first part shall be entitled to recover, in addition to said debt, with interests and costs, an attorney's fee of ten per cent. on the amount recovered, to be included in the judgment of the court.

It is agreed that the Fertilizer, which is the consideration of this bond, is bought without any guaranty on the part of the party of the first part, or its agents, as to results from its use.

Witness the following signatures and seals the day and year above written.

VIRGINIA-CAROLINA CHEMICAL COMPANY,

S. W. TRAVERS & Co. BRANCH,

bags _____

by *J. S. Seant* Agent. [SEAL.]
[SEAL.]

Have Landlords to join Tenants in above, or waive on back of this bond any priority of claim they may have in crops referred to in this agreement.

Carolina Chemical Co.

vs. } Copy stat: 2001

Scott et al

Virginia-Carolina Chemical Co.

vs. { Copy Stat: of Costs

Scott et als.

Sum, 25. 2 exp. 26. receipt 18. atty. 10. Doct. 18 = 97

affidavit for attachment 15. fil. same 15 = 30

attachment 35. 2 exp. 35. receipt 18 = 88

Rules 1.00. fil. bill 15. D. Exhibits 15 = 1.50

Tax costs etc. 40. = 40

of future costs if nothing but dismissal

or order of filing away papers } 61

10/6/1902 P^d by E. F. Strong, L. A. Hay to Lark \$4.46

Shff. 2.00

Law fee. 16.50

\$22.96

A copy.

Teste: L. A. Hay L. G.

Virginia Carolina Mineral Co.

to the State of Virginia

of consideration whereof and the right to be heard on

Oct 10 1902

Robert R. Riddle

Entered

Page No. 53

Oct 7 1902

I. E. Goff and J. C. Goff;

as

& corporation;

Virginia-Carolina Chemical Company, 2. W. Travers & Company Branch;

Virginia-Carolina Chemical Company, S. W. Travers & Company Branch,
a corporation:

vs

J. E. Scott and R. C. Scott:

This day this cause came on to be heard upon the bill and
exhibits therewith filed and was argued by counsel.

On consideration whereof, and it appearing to the Court from
statement of plaintiff's counsel, that the matters in dispute in this
cause have been fully settled, and nothing further remains to be done
therein, on motion of plaintiffs, it is ordered that same be removed
from docket.