1909- 41 Southampton County Chancery- Gray, A.L. & Son et als. vs Franklin Lumber Co. et als

Suit for injunction enjoining & restraining the Defendants from further Control & Management of said plant & any other property & asset of said Co. Appoint Receivers to take possession & administer all business to resolve debts.

(Gray, A.L. Gray & Son)
Gray- E.L.
McNeal, J.B.

Pretlow, John Jr.
" Sue E.
Farmers Bank of Nansemond
Jones, W.H. Jr. (Trustee)

Copy of Bill filed

in } Bill in Equity

Franklin Circuit Court,

Ky. 1870.

J. C. PARKER,

ATTORNEY-AT-LAW,

Frankfort, Ky.

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

Humbly complaining, your orators A. L. Gray and E. L. Gray, partners trading and doing business as A. L. Gray & Son, and the same A. L. Gray and J. B. McNeal, trading and doing business as Gray and McNeal, who sue for the benefit of themselves and all the other creditors of the Franklin Lumber Company who will come in and bear their share of the costs of this suit, showeth unto the court that the Franklin Lumber Company, a corporation chartered under the laws of the State of Virginia for the purpose of manufacturing lumber and for other purposes set forth in its charter, and doing business and having its chief office at Franklin, Southampton County, Va. (a copy of which charter is herewith filed marked exhibit "A" and prayed to be read as a part of this bill) was, on the 23rd day of March 1892, indebted to A. L. Gray & Son, one of your complainants, in the sum of Seventeen Hundred and thirty-nine & 17/100 Dollars, for supplies furnished by them to the said Company and consisting of rough pine lumber necessary to the operation of the said company, and that a memorandum of the amount and consideration of said claim, verified by affidavit, was filed and recorded in the clerk's office of the County Court of South-ampton County within six months after the same had fallen due, to-wit, on the 23rd day of March 1892, as is required by sections 2485 & 2486 of the Code of Virginia of 1887, a copy of which memorandum is herewith filed marked exhibit "B" and prayed to be read as a part of this bill. That the said Franklin Lumber Company was on the 5th day of April 1892, indebted to Gray and McNeal, another of your compalinants in the sum of Twenty-three hundred and twenty-nine & 15/100 Dollars, for supplies,

furnished by them to the said Company and consisting of rough pine lumber, neccessary to the operation of the said Company, and that a memorandum of the amount and consideration of the said claim, verified by affidavit, was filed and recorded in the clerk's office of the County Court of the County of Southampton, Va., within six months after the same had fallen due, to-wit, on the 5th day of April 1892, as is required by sections 2485 & 2486 of the Code of 1887, a copy of which memorandum is herewith filed marked exhibit "C" and prayed to be read as a part of this bill.

And your complainants further assert and claim that by virtue of the nature of their claims and of the statute law of Virginia, as set forth in sections 2485 & 2486 of the Code of Virginia of 1887, and acts amendatory thereof, and by reason of the compliance on their part with the requirements of the said statutes by filing and having recorded memoranda of the amount and consideration of said claims, verified by affidavit, within six months after the same had fallen due, as above stated, and in all other respects, they have a lien, in the order of priority in which said memoranda were filed, on the franchise, gross earnings, and on all the real and personal property of the said Company which was used in operating the same, to the extent of the moneys due them for by said Company for said supplies as set forth in said memoranda, and that said lien is prior to any other lien on the said property, and to any mortgage, deed of trust, sale, hypothecation or conveyance made by the said Company

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

ery,dryhouses,and other portions of the plant of the said Company,which lots were purchased by the said Company from John Pretlow Jr.and wife,as is shown by deeds from them to the said Company of record in the clerk's office of the County Court of Southampton County,copies of which deeds are herewith filed, marked exhibits''D''&''E'',and prayed to be read as a part of this bill;and a planingmill,for the purpose of dressing or planing rough lumber and converting the same into flooring, ceiling,boxing,roofing,and other kinds and grades of dressed lumber,and all the neccessary engines,boilers,and other machinery and appurtenances and connections thereunto belonging and used in operating the same;and three drykilns for the drying of rough lumber preparatory to dressing or planing the same, with all the connections and appurtenances thereunto belonging, all situated on the said land.Your complainants further show that the title derived by the said Company from John Pretlow Jr.and wife,to that portion of the said land upon which the said planingmill and part of the said dryhouses is located,is a conditional title,and that the feesimple in the same reverts to the said John Pretlow Jr.as soon as the same shall have ceas-ed to be occupied by the said Franklin Lumber Company. Your complainants further show unto the court that on the 18th day of December 1891,the said Company,together with John Pretlow Jr and wife,executed to W.H.Jones Jr.Trustee,in trust to secure certain notes therein described,a deed of trust in which they conveyed the entire plant of the said Company,in which conveyance the said Pretlow and wife conveyed their reversionary interest in the said land to the said Trustee,all of which will more fully appear from a copy of said deed of trust herewith

filed,marked exhibit "F" and prayed to be read as a part of this bill.

Your complainants further show unto the court that the said Company is largely indebted,not only to your complainants but to the Farmers Bank of Nansemond,which holds the note for $10000.,attempted to be secured by the said deed of trust,and to many other parties,some of whom have liens filed similar to those of your complainants,aggregating more than $30000., and that the assets of the Company will not begin to equal its liabilities,not having a cash value it is beleived of as much as $10000.,and the Company is hopelessly insolvent and unable to meet its obligations. That early in the month of April 1892,the said Company made disposition of all the lumber and other movable and marketable property that it had on hand, and then ceased operations and have not since pretended to operate said plant;that in the month of August 1892,they leased the said property to a firm known as Lawrence,Beaman & Howell, who operated the same as a planingmill for about two months and then ceased operations;that said property since that time, to-wit,for the period of about twelve months,has not been occupied,operated or used for any purpose whatever;that the said Company has absolutely ceased to do any business,nor does it pretend to keep up its organizations as a business corporation; that the said property of the said company is entirely and absolutely without care or control on the part of anyone;that the said property is constantly in great danger from fire both because of the fact that it is located very near the Atlantic & Danville Railroad and exposed to danger from the sparks from its engines,and also because of its proximity to the usual

course of travel of tramps who taking shelter therein and kindling fires to warm themselves by are apt to set fire to the same; that there is no insurance whatever on the said property,and in its present unoccupied condition none can be obtained even if applied for,and should said property be consumed by fire it would be a total loss both to the company and its creditors; that much of the movable parts,tools,etc,of the said property has been taken and carried away from the said plant, some borrowed and some stolen;that none of the said property is locked up and there is no one to watch and guard the same,night or day and therefore everything that can possibly be moved and carried away without much exertion so as to attract attention ,will be moved and carried away if some one is not appointed to take care of said property;that even with best of care the said property is and would be,rapidly depreciating in value;it consists largely of machinery that in order to be kept in the best condition needs to be operated occasionally;that the longer the property remains idle the worse name it will get among those who would probably purchase the same,and therefore the sooner it is sold the better price can be obtained therefor;that the location of the said plant is not generally considered by men in that business as a very desirable location,and your complainants beleive the said property can be sold to be dismantled and removed from said land for nearly or quite as much as it can be if sold with the feesimple title to the said land;that the interests of your Complainants,who are advised,and being so advised therefore charge and allege that they have the first lien on the said property,will be greatly damaged if a Receiver or Receivers are not immediately appointed to take charge of

said property and sell the same upon such terms as the court may direct,without waiting for an account of the debts of the said company to be taken;that the exigencies of this case demand that such a course be pursued,and the rights and interests of your complainants will be seriously affected and damaged if it is not done.

In tender consideration whereof,and forasmuch as your complainants are without remedy save in a court of equity where matters of this kind are alone cognizable,to the end therefore that justice may be done,your complainants pray that the said Franklin Lumber Company,a corporation existing under the laws of the state of Virginia, John Pretlow Jr.,Sue E. Pretlow his wife,Farmers Bank of Nansemond,a corporation,and W.H.Jones Jr,Trustee,be made parties to this bill and required to answer the allegations contained in the same,though an answer under oath is expressly waived;that an injunction be granted your complainants enjoining and restraining the Franklin Lumber Company,W.H.Jones Jr.Trustee,their agents,employees, and all other persons,from fruther control and management of said plant or any other property or asset of the said Company, or any part of the same;that a Receiver or Receivers be appoint-ed and ordered to take immediate possession of said property and all and any of the assets of the said Company that they may be able to find,including the books of the said company and any of said property of said company that may have been removed from the said plant since the said company ceased operations,and to take all proper and neccessary care of the same until the court order it to be sold;that all of said property be sold under the order of the court,in as short a time as

possible,and upon such terms as the court may direct,without waiting for the debts and assets of the said company to be further ascertained,and that the proceeds of said sale he placed in some good depository to be paid out to the creditors of said company in the order of priority of their debts when they shall have been ascertained;that one of the Commissioners of this court be directed to take an account of the debts due by the said Company,with their order of priority and dignity,and any other accounts that the court may deem pertinent;that the proceeds derived from the sale of the said property be paid to the creditors of the said Company in accordance with their several priorities and dignities;that proper and reasonable fees be allowed out of the funds in this cause to the attorneys for your complainants in conducting this cause;and that all such other and further and general releif may be granted,and such decrees entered and accounts taken,as the nature of the case may require,or to equity may seem meet.And your Complainants will ever pray,etc.etc.

A.L.Gray & Son
by A L Gray

J.C.Parker
J.L.McNeal } p.q.

Gray & McNeal
by A L Gray

Virginia, Southampton County,to-wit:-

I, C.C.Vaughan Jr. ,a Notary Public in and for the said county and state,hereby certify that A.L. Gray,a member of the firm of A.L.Gray & Son and a member of the firm of Gray & McNeal,whose names are signed to the writing above,this day personally appeared before me in my county and made oath that the statements contained in said bill above,so far as made of his own knowledge are true,and so far as made from knowledge derived from others he beleives to be true.

Given under my hand this 21st day of October 1895.

C.C.Vaughan Jr.
Notary Public

(8) 209

Gray & Sons et als

v.

Stat: Rules

Franklin Lumber Co et als

1 Act Rules

Stands Con Tin

papers.

Ex all exp.

A. L. Gray & E. L. Gray
partners trading & doing
business as A. L. Gray & Son,
and the same A. L. Gray & J.
B. McNeal trading & doing
business as Gray & McNeal Pltffs.
who sue for the benefit of
themselves and all other creditors
of Franklin Lumber Com-
pany who will come in &
bear their share of the costs
of this suit.

Against In Chancery.

Franklin Lumber Com-
pany a corporation existing
under the laws of the State
of Virginia, John Prettlow Jr. Defts.
and Sue E. Prettlow his wife
Farmers Bank of Nansemond.
(a corporation) and Wm. H.
Jones Jr Trustee.

1893. Sept 18, Proc[ess] issued to 1st Act Rules
" 1 Act Rules Proof Pet[itio]n Executed, Bill
& Ex filed. Decree nisi.
" 2 Act Rules. Bill taken for con-
fessed & Cause set
for hearing.

Prellow & wife

To } Def's B & S.

Franklin Lumber Co

Exhibit "D."

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

thence Southerly, parallel to the first line, to the line of said Railroad: thence easterly along the line of the Railroad, two hundred & forty five feet to the point of beginning. To have & to hold, subject to the conditions & restrictions hereinafter named, to the said party of the second part, its assigns or successors ~~forever~~ free from the claims of all persons whatsoever.

It is agreed between the parties hereto that if at any time the said Company shall become defunct or if for any reason the said land shall cease to be used by said Company for their purposes: then the said land shall revert to the said John Orellow Jr or his heirs upon the following conditions however that he or his heirs, pay to the said Company therefor the sum of Four Hundred & twenty five Dollars. But in case of such reversion, the said Company shall have the right to remove any or all buildings or buildings & machinery that they may have put upon said land, and it is further agreed between the parties, that the right of landing

from the River upon said land is restricted solely to the said Company for its uses & purposes & that no other person, persons or corporations shall have any right to land any thing from said River upon said land or from the land to the River.

And the said parties of the first part in consideration of the above premises & transactions, hereby lease, let & grant unto the said party of the second part, for a term of five years next after the date of this deed all of the land on the north side of the said Railroad & between it & the River, on the east side of the said land herein conveyed, down to the River & on the west side up to a small house near the Railroad called a section house, and the said party of the second part agrees to use said land during said five years only for the uses of the said Company & to surrender the possession of the same at the end of five years.

But at the end of five years the Company shall have the option of purchasing said land at the price charged by said party of the first part at that time, And

that parties of the first part hereby warrant & guarantee to the said party of the second part, that the said North line of the A & D Railroad is not to exceed fifty feet from the main line of the track of the said Railroad.

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

John Pretlow Jr (Seal)
Sue E. Pretlow (Seal)

Virginia
Southampton Co. to-wit:

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

Given under my hand this 24th day of May 1890.

J. C. Parker
Comr in Chancery.

Southampton County: In the Clerks
Office June 4th 1890.

The foregoing Deed from [redacted] Bellow
Jr & Sue E. his wife to Franklin
Lumber Co. was this day received
and with the certificate annexed
admitted to record.

Teste B. F. McLemore C.C.

A Copy
Teste B. F McLemore C.C.

Franklin Lumberley

Pl 3 Def P.

Farmers Bank of Nanemoy

Exhibit "A"

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

with the first line, thence Southwardly parallel to the first line to the line of said railroad, thence Eastwardly along the line of the railroad, thence Eastwardly along the railroad Two hundred and forty five feet to the point of beginning, and being same land conveyed to said Company by John Pretlow Jr, subject to conditions named in said deed.

2nd All that certain lot or parcel of land near Franklin Southampton County Virginia, beginning twenty five feet in a Northerly direction from the middle of the main track of the Atlantic and Danville R.R. and at the South East corner of the Franklin Lumber Company's other land, thence in a Northerly direction along the Eastern boundary of said Franklin Lumber Company's land to the Blackwater river about two hundred feet; thence down said said river to a straight extension of a line forty feet from and parallel with first line, thence along a line parallel with and forty feet from the first boundary to a point twenty

five feet in a Northerly direction from the middle of the main track of said Atlantic and Danville Railway, thence in a westerly direction in a straight line to point of beginning and containing by estimation about one sixth of an acre together with all the buildings thereon, the planing mills dry kilns and all machinery therein or attached thereto including all the machinery, now on said premises and all rights, franchises, privileges and appurtenances belonging to said land and to said Company except an electric light plant now being erected upon a part of said land, and including the entire plant of said Company. In Trust to secure to The Farmers Bank of Nansemond of Suffolk Virginia the payment of the sum of, Ten Thousand Dollars. ($10000.00) evidenced by a negotiable note made by the said Franklin Lumber Company of even date with this deed for that amount payable ninety days after date at The Farmers Bank of Nansemond in Suffolk Virginia to John Pretlow Jr.

J.R. Hawell, J.E. Hawell, Geo H. Withey John L. Laurence, F.P. Hawell and E.B. Beamon or order and indorsed by said John Pretlow Jr J.R. Hawell J.E. Hawell. Geo H. Withey John L. Laurence F.P. Hawell and E.B. Beamon, and made payable to the said The Farmers Bank of Nansemond by whom said note is held and owned, and also to secure any note or notes given in renewal or curtail of said note.

2nd And also to secure a note for Four hundred (400) dollars due John Pretlow Jr by the Franklin Lumber Company of even date with this deed which note is signed by the Franklin Lumber Company and by J.R. Hawell J.E. Hawell, Geo H. Withey John L. Laurence F.P. Hawell and E.B. Beamon.

In the event that default shall be made in the payment of the above mentioned debt, principal or any installment of interest, when due and payable, then the Trustee on being required so to do by The Farmers Bank of Nansemond or assigns, shall sell the property.

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

upon the said property hereby conveyed so long as they or their heirs or assigns shall hold the same; and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of $10000.00 for the further protection of the said, The Farmers Bank of Rosemond or assigns and in the event of their failure to do so, then the Trustee or the beneficiary under this deed may effect or renew such insurance from time to time, so long as the said debt or any part thereof remains unpaid and the insurance premiums shall constitute a part of the lien created by this deed to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remidies in law or equity by which the debt aforesaid may be recoverable. If no default shall be made in the payment of the above mentioned debt or insurance premiums then upon the request of the parties of the first part a good and sufficient deed of release shall be executed to them at their own proper costs and charges.

Witness the following signatures and seal of John Pretlow Jr. and Sue E. his wife and the signature of the Franklin Lumber Company caused to be signed hereto by J.R. Howell President of said Company and the corporate seal of said Company hereto affixed and attested by L.T. Beamon Secretary and Treasurer of said Company.

John Pretlow Jr (Seal)
Sue E. Pretlow (Seal)
Franklin Lumber Co. (Seal)
J.R. Howell Pres Franklin
Lumber Co.

Franklin Lumber Company Incorporated April 1890. Franklin Virginia.

Attest
L.T. Beamon Secy & Treas
Franklin Lumber Co.

State of Virginia
County of Southampton, to wit:

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

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

L.R. Edwards
Notary Public.

Virginia:
Southampton County: to wit

I, L.R. Edwards, a Notary Public in and for said County in said State do certify that J.R. Howell President and L.T. Beamon, Secretary and Treasurer of Franklin Lumber Company, whose signatures are signed to the writing above bearing date the 18th day of December 1891, this day personally appeared before me in my County aforesaid ~~for~~ and on behalf of the said Franklin Lumber Company acknowledged said writing as the act and deed of said Franklin Lumber Company, and declared that they are respectively the President and Secretary and Treasurer of said Company, that the above is the true corporate seal of said Company and that deed was executed and the corporate seal of

fixed thereto by due authority.
Given under my Land this 18th of December 1891.

L. R. Edwards
Notary Public

County of Southampton towit:
In the Office of the Clerk of the County Court for the County of Southampton the 19th day of December 1891, this deed of was presented and with the certificate annexed admitted to record.

Teste B. F. McLemore Clerk

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

Charter of the
Franklin Lumber Company.

Exhibit "A."

To the Hon. L. W. Hill Judge of the Circuit Court of the County of Southampton Virginia.

We the undersigned petitioners humbly petitioning request that your Honor will grant us a Charter of incorporation as allowed by section 1145 of the Code of Virginia the maine object of which shall be as follows,

The name of the Corporation shall be the Franklin Lumber Company,

The object is the manufacturing of lumber into any shape desired,

The Capital Stock of said Company shall be not less than Seven Thousand nor more than Twenty Thousand Dollars divided into shares of one Hundred Dollars each: the amount of real to be held shall be such as is necessary to locate and operate the manufacturing plant upon & such as may be deemed or necessary for them to own in the purchase of standing timber, not to exceed at any one time five thousand acres: the principal office of the Company shall be in Franklin Va. Its chief business shall be the buying, manufacturing & selling of timber & lumber of all

kinds. The names of the Officers who shall control the affairs of the Company for the first year are J.R. Harrell President, Geo H. Withey Vice-President, E.B Beamon Secretary & Treasurer & a board of directors consisting of the President & Vice President as above named & John Prettlow Jr & J.L. Laurence & T.P. Harrell.

Respectfully.
John Prettlow Jr.
J.R. Harrell.
Jno. L. Laurence.
Geo. H. Withey.
E.B. Beamon.

Virginia
Southampton County to-wit:
I J.C. Parker a Commissioner in Chancery in & for the County & State aforesaid, hereby certify that, John Prettlow Jr & J.R. Harrell, John L. Laurence Geo. H. Withey & E.B. Beamon whose names are signed to the writing above appeared before me in my County and acknowledged their signatures to the said writing.
Given under my hand this

26th Day of April 1870.

J. S. Parker.
Comr in Chancery.

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 John Pretlow Jr., J. B. Hamell Jno. L. Lawrence, Geo. H. Withey & E. B. Beamon and such other persons as are now or may be hereafter associated with them their successors & assigns be and they are hereby created a body politic & corporate under the name & style of "The Franklin Lumber Company" with power to sue & be sued: shall have perpetual succession & a common seal & in all other respects be invested with the rights & privileges conferred & subject to the restrictions prescribed by the general law for corporations.

The Capital stock of said Company shall not be less than Seven Thousand

Dollars, nor more than Twenty five Thousand Dollars, divided into shares of One hundred Dollars each, to be paid one half cash at time of subscribing & the balance at the call of the Board of Directors of the said Company. The Officers of the Company shall be elected, annually at the annual meetings of the Stockholders of the Company & shall consist of a President, Vice-President, Secretary, Treasurer & a board of directors, consisting of five Stockholders, two of whom shall be the President & Vice-President, who shall be ex officio members of the Board.

The Officers who shall control the affairs of the Company for the first year shall be the same that are set forth in the certificate hereto attached.

The Stockholders shall meet at least once a year or oftener at the call of at least three Stockholders & each share on which all amounts then due are paid, shall be entitled to a vote in said meeting.

The Board of Directors shall meet

at leach twice a year, or aftener as may be directed by the by laws of the Company.

The said Board of Directors shall hard full pawers + control of the affairs of the Company, subject to the rules of the stockholders in their lawful meetings + a general supervision of the Officers of the Company.

The liability of the Stockholders of the Company shall be limited to the amount of the stock subscribed by them.

The said Company shall hard the pawer to buy + hold all real estate necessary or desirable for them to locate a mill on or in the purchase of standing timber not to exceed at any one time five Thousand acres: to erect on the 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 or maintain any tramway or railway necessary in order to convey their timber to their mill to cut

dress & manufacture timber & lumber into any shape or form whatever that may be desired to operate a store or stores in connection with their manufacturing shall they think the same expedient: to buy standing timber with or without the land & to sell the same: to erect own or operate, manufactories 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 upon such terms, as the Board of Directors may deem expedient & proper in the prosecution of its works & in the purchase of timber & lands & may secure the payment of said bonds by Deed of Trust on all or any portion of its property & franchises.

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

C. W. Hill
Judge &c

April 28th 1890.

Southampton County. In the Clerks
Office, April 28th 1890.

The foregoing Charter establishing
"The Franklin Lumber Company"
at Franklin Va in this County was
this day received & recorded in this
Office as the law directs and cer-
tified to Secretary of the Com-
monwealth,

Teste: B. F. McLemore C.C.

A Copy

Teste: T. M. Howard C.C.

Gray & Son

v.

Franklin Lumber Co

Exhibit "B"

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

Franklin Lumber Co per L. T. Beamon, Secretary & Treasurer, and was given for lumber furnished the said Company to enable it to operate its planing mill, and $100.50 due by negotiable note bearing date January 6th 1892, & pay able sixty days after date at Vaughan & Co's Bank Franklin Va, which note is signed by Franklin Lumber Co per L. T. Beamon Secretary & Treasurer and it is for Lumber furnished the said Company to enable it to operate its planing mill: The said A.L. Gray & Son claim a lien as given by Code of Virginia Chapter 110 sections 2485 & 2486 on the franchises rofs earnings and on all the real and personal property of said Company situated at Franklin Va or any where in the County of Southampton to the extent of the money due them for the aforesaid supplies.

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

A.L. Gray & Son

by E.L. Gray.

Virginia

County of Southampton to-wit:

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

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

E. L. Gray.

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

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

Jas. L. McLemore

Commissioner in Chancery of the Circuit Court of Southampton Co.

Southampton County: In the Clerk's office March 23, 1892. The foregoing Lien by A. L. Gray & Son against Franklin Lumber Company was this day received and with the certificate annexed admitted to record.

Teste B. F. McLemore C.C.

by A. B. Urquhart D.C.

A. Coley Teste B. F. McLemore C.C.

Gray & McNeal

vs

Lien.

Franklin Lumber

Exhibit "C."

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

One negotiable note made by Franklin Lumber Co. to Gray & McNeal dated Nov 21. 1891, payable sixty days after date, for the sum of One thousand and fourteen & 22/100 dollars. $1014.22

Interest from Jany 23-1892.

One negotiable note made by the said Company to Gray & McNeal, dated Dec. 15. 1891. payable sixty days after date, for the sum of seven hundred and sixty three & 19/100 dollars. $763.19

Interest from Feby 16" 1892.

One negotiable note, made by said Company to Gray & McNeal, dated Jany 6" 1892, payable sixty days after date, for the sum of Six hundred & Nineteen & 37/100 dollars with a payment thereon of $67.63 leaving balance of $551.72 $551.72

2329.13.

Interest from March 9-1892.

And the said Gray & McNeal hereby certify and make affidavit that the entire consideration from the above claim and notes, was for lumber furnished by the said Gray & McNeal to the said Franklin Lumber Company which was necessary for the operation of their business, and the said Gray & McNeal hereby set up and claim a lien on all the property of the said company for the said amount, as secured to them by section 3485 of the Code of Virginia of 1887, all the said lumber having been furnished to the said company, or the amount to be paid therefor having fallen due within six months past & been furnished before July 15 1892.

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

Gray & McNeal (Seal)
A.L. Gray (Seal)

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

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

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

Southampton County, In the Clerks Office, April 5th 1892.

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

Teste: B. F. McLemore C.C.

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

And by consent of parties in open court it is ordered that this be made a vacation order, with the understanding that 20 days notice is to be given to all parties before any decree is asked for.

Eng. A. L. Ran. et al
vs. } Def'd Recvr
Hamilton Lumber Co.
et al.

Nov. Term 1893

To be entered.

Extend

GRAY, A.L.& Son, et als.

vs.) Decree.

FRANKLIN LUMBER CO. et als.

This day this cause came on again to be heard upon the bill-exhibits filed & taken for confessed as to all the defendants and was argued by counsel.

Upon consideration whereof the court doth adjudge, order, and decree that one of the Comissioners of this court take and report to this court as soon as practical, accounts,

1st, Of the transactions of J.C.Parker and J.L.McLemore as Receiv-ers of the Franklin Lumber Company;

2nd, Of all the property, real and personal, of the Franklin Lumber Company, with its annual and fee-simple value;

3rd, Of the debts due by the Franklin Lumber Company, with statement of whether they have a lien or not upon the property of the said Company, and their order of priority and dignity;

4th Inquire into and report what right, if any, the American Drier Comapny, of New York, has to any part of the property now in thehands of the said Receivers.

5th Any other matter deemed pertinent by the said Commissioner, or any matter upon which the said Commissioner may be requested to report by any party in interest.

~~And the court doth further adjudge, order, and decree that the said J.C.Parker and J.L.McLemore, Receivers, rent out the property in their hands, if possible, to some one who will run it for the purpose for which it was established upon such terms as they may be satisfied are best, and for such time as until this court shall order sale of said property; and said Receivers may agree with the lessee of said property that said improvements are to be absolutely the property of said lessee in order to run the said plant, may be made by the said lessee and the cost thereof deducted from~~

Gray & Sowrals.

v. Decree

Franklin Lumber Co.

1894 May Term

To Circuit

Ct.

Franklin Lumb Co

Entered 666

A.L.GRAY & SON,et als.

VS. Rough Decree.

FRANKLIN LUMBER COMPANY,et als.

This day this cause came on again to be heard upon the papers formerly read and upon the report of Comr.B.F.McLemore, filed ten days before term,to which report no exceptions have been filed,and was argued by counsel.

Upon consideration whereof the court doth confirm said report,and doth fix and establish the debts reported in said decree as being the debts due by Franklin Lumber Company,and doth establish and confirm the said liens of said debts,with their order of priority and dignity,as is reportd in said report And the court doth further adjudge,order and decree that J.C. Parker and J.L.McLemore Receivers place the American Drier Co. in possession,whenever they see fit to remove the same,of all the property which they delivered to the Franklin Lumber Co. and retained the title therefor as shown by report of Comr. McLemore and by the reservation of title to which said report refers on record inthe clerk's office of the County court of Southampton County,the court decreeing that said American Drier Company has the title to said property. And the court doth further adjudge,order and decree that J.C.Parker and J.L. McLemore,who are hereby appointed Special Commissioners for that purpose,proceed as soon as practical to sell all the property real and personal,belonging to the Franklin Lumber Co. as shown by the report of Comr.McLemore,at public auction to the highest bidder upon the following terms,towwit,one fourth cash and the remainder of purchase price in four,eight and twelve months,with title to property retained until all of pur-

chase money paid, and bonds with approved security to be given for thedefered payments, and with privliege to pruchaser to pay all cash and take deed as soon as sale confirmed. The said Commissioners shall sell the property on the premises or in the town of Franklin, and shall advertise the time, place and terms of sale for thirty days before sale by handbills posted in various public places and by advertisement in one of the papers published in Southampton County, the Suffolk Herald and one of the Norfolk papers. But before entering upon the discharge of their duties under this decree the said Commission-ers shall enter into bond with security deemed sufficient by the clerk of this court, in the penalty of ten thousand dollars conditioned for the faithful discharge of their duties as said commissioners.

Gray et als

vs

Franklin Lumber Co

1893. 1 Act Rules

Lis Pen.

Executed Sept. 21st
1898 by delivering a
copy of this Summons to
R. Lovell President of
the Franklin Lumber Co
John Pretlow Jr. and
Lula E. Pretlow

J. N. Williams
Shff

X

Parker
McLemore } Ats.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON Franklin Lumber Company a corporation existing under the laws of the State of Virginia John Pretlow Jr and Sue E Pretlow his wife, Farmers Bank of Nansemond (a Corporation) and Wm H. James Jr Trustee.

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the 1st Monday in Oct. next, to answer a Bill in Chancery exhibited against them in our said Court by A. L. Gray & E. L. Gray partners trading & doing business as A. L. Gray & Son and the name A. L. Gray & Bro McNeil who sue for the benefit of themselves and all other creditors of Franklin Lumber Company 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 18th day of Sept, 189.7, in the 11.8th year of the Commonwealth.

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

Gray Lum. Co. et als

vs.

Franklin Lumber Co et als

Report of Special Comm'r

J. C. Corkern

1894 Oct 17 Filed

P. M. H. C. C.

A.L.Gray & Son,et als.

VS. Report of Special Comr.

Franklin Lumber Co.,et als.

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

The undersigned,your commissioner in above cause,respectfully reports that in accordance with the last decree in this cause he has paid out of the fund in his hands the items shown by the following account or statement,and has collected from the purchasers of the property sold one half the balance of the purchase money due,the other half having been collected by J.L.McLemore Comr., has given a bill of sale to the purchasers for a part of the said property and am ready to give title to the remainder to whomsoever said purchasers direct.The balance in my hands as shown by the re-port below I am ready to pay out at any time under the instruction of the Court.

By 1/2 cash payment on plant sold,		$567.50
" " defered payments on same,		1095.70
To Commissions,	$55.76	
"1/2 taxed fee and writ tax,	8.25	
" fee allowed me as Reciever by Court,	50.00	
" paid amount due me asReciever,	1.75	
" " Auctioneer at sale,	7.50	
" " Norfolk Virginian for advertising,	15.75	
" " Suffolk Herald " "	6.00	
" " Southampton Democrat "	7.25	
" " for hauling furniture,	.50	
" " Notary for acknowledgements,	1.00	
" " for writing bill of sale,	5.00	
Balance,	1526.24	
	$1663.00	$1663.00

By balance in hand subject to order of Court, $1526.24

Respectfully submitted,

J C Parker

Special Comr.

Received of J.C.Parker, Special Comr., Seven & 50/100 Dollars auctioneer's fee for crying property of Franklin Lumber Co. July 26th 1894.

L. A. Gay Cr[illegible]

M. GLENNAN, OWNER.

VIRGINIAN NEWSPAPER, JOB PRINTING AND PUBLISHING HOUSE.

Virginian Building, Cor. Main and Commerce Streets.

Norfolk, Va., June 30 1894

Mr. J. C. Parker & J. L. McLemore Co.

To NORFOLK VIRGINIAN, Dr.

To	Sale Valuable Planing Mill Equipment		15 75
	June 27 " 29		

Received Payment,

R. L. Baker

NORFOLK VIRGINIAN PAID AUG 16 1894 NORFOLK

TRANSIENT ADVERTISEMENTS and SUBSCRIPTIONS PAYABLE in *Advance*.
ANNUAL ADVERTISERS Required to Settle *Quarterly*.
JOB WORK, *Cash on Delivery*.

Suffolk, Va., June 30 1894

THE SUFFOLK HERALD

BOOK AND JOB PRINTING ESTABLISHMENT

J. E. BOOKER, Proprietor

Printed for J C Parker & J L McLemore Exrs

94

June 29 To Adm Sale Planing Mill
" 5 inches 4 Cents
Less 5% 200

June 27/94 Rec'd Payment J E Booker

Franklin, Va., July 25 '94.

Mr Parker & Mr Mitchener Printed Cards

TO **Southampton Democrat,** DR.,

W. H. STROUD, Publisher.

JOB + PRINTING + NEATLY + EXECUTED.

94

June 29	20 2 or 1/2 bill cards 9 Franklin Number Dr Planing mill	1 25
	28 2 Old Printing cards Planing Mill 4 pr	60
		1 85

Paid W. H. Stroud

Gray & Son, et. als:
vs
Report.
Franklin Lumber Co.
1894 Apl 24 Filed
F. M. No. 66.

Commissioner's Office,
Courtland, Va.
March 24th. 1894.

To the Circuit Court of Southampton Co.

Pursuant to a decree of the Circuit Court of the County aforesaid. Entered at the Nov. Term 1893, in the Chancery Cause of A. L. Gray & Son et. als: v Franklin Lumber Co. the undersigned Commissioner, to whom said decree has been referred, reports to Court. that on the 19th day of February 1894, he issued Notice against the parties to said suit. and at the same time posted a Notice at the front door of the Court house. requiring all parties interested to appear at his Office on the 24th day of March 1894. at which time and place he should proceed to take and report the accounts required by the decree aforesaid. Whereupon your Commissioner proceeded, on the said 24th day of March 1894. to take the following accounts, to wit:

1st: An account of the transactions of J. C. Parker & J. L. McLemore, Receivers of the Franklin Lumber Co. and finds a balance due the Receivers. of $3.50 with interest from date.

2". An Account of all the property, real and personal, of the Franklin Lumber Co. with its Annual and fee simple value. And reports property. Consisting of Horses. Machinery &c. belonging to said Corporation, the fee simple value of which is estimated at $6000.00 There has been no annual income from the said property since it has been in the hands of the Receivers.

3". An Account of the debts due by the Franklin Lumber Co. with Statement showing which are, and which are not liens upon the property of the Franklin Lumber Company. And their order of priority and dignity.

The Commissioner has prepared three statements: 1st. - a Statement showing the gross amount of debts against the Franklin Lumber Co., which said list amounts to $30099.63 2nd. a statement showing which of said debts are liens: Said last mentioned list amounts to $28205.93 inclusive of interest to May 1. 1894., and 3". An account or list of claims which are not in the opinion of the Commissioner, liens against the

property of the Franklin Lumber Co. said lien amounts to $3929.82 . aggregating $ the grop amount of debts hereinbefore mentioned. Said Statements are marked, respectively, No. "1-2-& 3".

4" "Inquire into and report what right, if any, the American Drier Company, of New York, has to any part of the property now in the hands of the said Receivers". The Commissioner reports in this behalf; that the President of the American Drier Co. appeared before him, and made, in substance, the following statement: That at the time the lien of the American Drier Co., was recorded, to wit: the 7th day of April 1892. it had not placed the Franklin Lumber Co. in possession of the goods or Articles mentioned in said lien., that the said Franklin Lumber Co. were not put in possession of said Articles until the 18" day of Augt. 1892, at which time, what purports to be a "reservation of title" Contract was entered into between the American Drier Co and the Franklin Lumber Co.

in which Contract the title to the machinery &c. mentioned and fully described therein, is retained until the purchase price is fully paid, that the terms of the Conditional sale not having been complied with, the purchase money not having been paid. the American Drier Company claim that the title to said property remains and is vested, solely, in the said American Drier Co. that they have the right to take possession of said property and make such disposition thereof as they may see fit or deem expedient., but that they do not claim any lien on any other property of the Franklin Lumber Co. In Consideration of the above, Your Commissioner is clearly of opinion that the American Drier Company has no lein upon the property of the Franklin Lumber Co. by virtue of the Paper recorded in the Clerks Office of Southampton County, on the 29th day of April 1892. and herein before referred to. The Commissioner has doubts as to the right of the American Drier Co. to claim under the Contract above mentioned because the said Contract does not conform to the requirements of the Statute.

by reference to the "reservation of title" Act, Approved Feb. 28. 1890. (See Acts of Assembly 1889-90. Chapter 135. Page 108) it will be seen that: Every Sale, or Contract for the sale of Goods or Chattels, wherein the title is reserved until the purchase price be paid, is void as to Creditors unless a Contract, in writing, setting forth the date thereof, the amount due thereon and a description of the Goods or Chattels, shall have been signed by both Vendor & Vendee, and docketed in the Clerk's Office &c. &c. The Contract in question has not been signed by the Vendor, hence the doubt in the mind of the Commissioner, as to the validity of the claim of the American Drier Co. The Commissioner is requested, by the Receivers, who represent nearly all of the Creditors in this Cause, to report that they are willing to surrender the Goods mentioned in the reservation of title Contract - to the American Drier Co.

The Commissioner further States that the lien of C. H. Gary amounting to $896.75 the lien of Newsom Lumber Co. amounting to $249.05 - and the lien of Porter McNeal Co. amounting to $33.87 - are subject and inferior to the liens of the deeds

of Tonish in favor of the Farmers' Bank and the J.S. Kent Co., All the other liens reported have priority over the said deed. All of the liens herein reported have been classified and arranged according to the dates upon which they were received and recorded in the Clerk's Office. Your Commissioner is informed that the deed of Trust in favor of J.S. Kent Co. has been paid off in full the records do not show it, however, as said deed has not been released. The claim of E.C. Spencer, amounting to $1024.00 is disputed by the Franklin Lumber Co. upon the grounds that Mr Spencer had over drawn his account to about $700.00. Mr Spencer's Attorney was notified by the Commissioner of the fact that said claim was disputed but no evidence has been produced to disprove the statement made by the Franklin Lumber Co.
The labor lein of R.D. Moore, of $145.41. the labor lein of R.T. Moore and E.T. Moore of $38.50 each. are disputed upon the grounds that said parties have not, at any time, been in the employment of said

Company. these parties have been notified that their claims were disputed, and the reasons assigned therefor, but have made no effort to establish the validity of their said claims.

The Notice of the time and place of taken this account. and a copy of the decree under which this report is made, are herewith filed.

Commissioners fee $60.00 charged to Receivers.

Respectfully Submitted.

B. F. McLemore

Comr in Chancery.

Dist: Ct. Southampton Co.

Southampton Circuit Court,
Nov. Term. 1893.

Gray A. L. & Sons et als
&
Franklin Lumber Co et als

} Decree.

This day this cause came on again to be heard upon the bill & exhibits filed & taken for confessed as to all the defendants and was argued by Counsel.

Upon consideration whereof the Court doth adjudge, order, and decree that one of the Commissioners of this Court take and report to this Court as soon as practical, accounts.

1st Of the transactions of J. B. Parker and J. E. McLemore as Receivers of the Franklin Lumber Company;

2nd Of all the property, real and personal, of the Franklin Lumber Company, with its annual and fee-simple values;

3rd, Of the debts due by the Franklin Lumber Company, with statement of whether they have a lien or not upon the property of said Company, and their order of priority and dignity.

4th Inquire into and report what

right, if any, the American Drier Company, of New York, has to any part of the property now in the hands of the said Receiver.

5th Any other matter deemed pertinent by the said Commissioner, or any matter upon which the said Commissioner may be requested to report by any party in interest.

And by consent of parties in open Court it is ordered that this be made a vacation order, with the understanding that 20 days notice is to be given to all parties before any decree is asked for.

A Copy
Test: T. Mc. Howard, C.C.

COMMISSIONER'S OFFICE,

~~JERUSALEM,~~ Courtland Feby. 19 1894

To the *Creditors* of the ~~Estate of~~ Franklin Lumber Co. ~~deceased,~~ and all others concerned.

You are hereby notified that ~~at the request of~~ in obedience to a decree of the Circuit Court of Southampton County. ~~Administrator of the estate of the said~~ ~~deceased,~~ I have appointed the 24th day of March next, at my Office, for receiving proof of debts or demands, against the said ~~decedent or his estate,~~ Corporation; at which time and place you are required to attend.

Given under my hand, as a Commissioner of the ~~County~~ Circ Court of Southampton County, the day and year first aforesaid.

B. F. McLemore *Commissioner.*

Antos

A. L. Gray & Son & als:

vs Notice

Franklin Lumber Co.

1894. Mch 24th

Served March 14th 1894 by delivering a copy of the Notice to Jno Pollard Keeper & J. R. Powell President of Franklin Lumber Co.

J. W. Williams
Sheff.

1

Mr Robinson to pay for Notice

Commissioner's Office,

Jerusalem, Va., Febry 19th 1894

To Franklin Lumber Co.
John Prillow Jr. & Sue E., his wife
A. L. Gray & Son, & others.

You are hereby notified that I have fixed upon the 24th *day of* March *next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:*

1st- An Account of the transactions of J. B. Parker and J. L. McLemore, Receivers of the Franklin Lumber Co.-

2nd- Of all the property, Real and Personal, of the Franklin Lumber Co. with its Annual and Fee Simple Value.

3rd- Of the debts due by the Franklin Lumber Co. stating which are, and which are not liens upon the property of said Company. Stating priorities.

4th- Inquire into and report what right, if any, the American Drier Company, of New York, has to any part of the property now in the hands of the Receivers.

5th- Any other matters deemed pertinent &c. &c.

required to be taken by a decree of Southampton Circuit Court, rendered at the November *term, 1893, 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.

R. F. McLemore
Commissioner.

To the Sheriff of Southampton County to execute.

An account of the debts due by the Franklin Lumber Company - purporting to be liens upon the property of said Company - arranged according to their priority:

Priority:	Viz:		
1st	Taxes for 1892 & 1893	$299.92	
	Int: on $215.29 from Dec/92 - 10% -		
2"	Fee bills due Clerk Cir: Ct:	19.56	
1st	Acct: due A. L. Gray & Son	1739.17	
2	" " Gray & McNeal	2329.18	
2	" " Story & Co.	1014.47	
3	" " A. Brinkley & Co	484.97	
4	" " C. H. Gary	1448.48	3307.70
4	" " American Drier Co	3250.00	
4	" " Whaley & Miner Lumber Co	1170.60	
5	" " E. C. Spencer	917.89	
5	" " M. L. T. Davis & Co.	1798.5	
5	" " N. T. Jayne	1008.6	
6	" " Newsome Lumber Co	2167.94	
6	" " Gilliam & Pace	286.28	
7	" " Porter McNeal Co.	2357.73	
8	" " Smith-Courtney Co.	2000.00	8509.15
			15839.85

Brought Forward

9	Acct due Shultz Belting Co.	608	42
10	" " Allington & Curtis Mfg Co.	50	00
11	" " H. B. Allen	66	65
12	" " Vacuum Oil Co.	149	29
13	" " S. A. Bryant	133	44
14	" " Geo. M. Gray	98	75
15	" " L. J. Beaman	250	53
16	" " R. D. Moore	131	00
16	" " Eugene F. Moore	35	00
16	" " R. F. Moore	35	00
17	" " H. A. Magee	96	00
18	" " H. L. Norfleet	15	00
	" Deed of Trust in favor of the Farmers Bank	1040	00
	Deed of Trust in favor of J. D. Kent Co.	400	00
	Total Amt claims		$3099.63

A list of debts owing by the Franklin Lumber Company which are, in the opinion of the Commissioners, liens against the property of the said Corporation - arranged according to priority or date of filing of said liens. Reported under a decree of the Circuit Court of Southampton County, entered at the November Term 1893 in the Chancery Cause of A.L. Gray & Son, et. als: vs Franklin Lumber Co. et. als:

1st	Taxes for 1892 & 1893			299.92
1st	Fee bills due Clerk Co: Ct:			19.56
2nd	Amt due A.L. Gray & Son. Note	583	55	
	Int: from Nov 21/91 to May 1/94	85	42	
	Amt. due same by Note	497	25	
	Int: from Oct 17/91 to May 1/94	75	60	1241 82
3"	Amt due Gray & McNeal.	619	35	
	Cr: By Cash paid Mch 12/92	67	63	
	Int: from Mch 12/92 to May 1/94	551	72	
	Note due Gray & McNeal	763	19	
	Int: from Feb 16/92 to May 1/94	101	11	
	Part of Note - due same	572	44	
	Int: from Jany 23/92 to May 1/94	78	03	2138 33
3"	Amt Note due Story & Co.	861	49	
	Int: from Jany 11/92 to May 1/94	119	17	
	Acct due Story & Co.	12	50	
	Int: from Mch 1/92 to May 1/94	1	62	994 78
				$4694 41

- carried forward -

2 1

Amt brt forward			$46944.41
4 C. H. Gary. R. S. Pope, Assignee			
2 Negotiable Notes @ $250. each	500 00		
Int: from Apl 1/92 to May 1/94	62 50		
1 Negotiable Note for	128 48		
Int: from Apl 5/92 to May 1/94	15 95	706 93	
(Prior to deed of Trust.)			
1 Negotiable Note for	200 00		
Int: from May 10/92 to May 1/94	23 67		
1 Negotiable Note	500 00		
Int: from May 23/92 to May 1/94	58 08		
1 Acceptance for	75 00		
1 " "	40 00	896 75	
Subsequent to deed of trust.			
4 Holland, Prentis & Webb. Receivers			
Acct for Lumber	744 93		
Int: from Apl 2/92 to May 1/94	93 11	838 04	
5 E. C. Spencer. Acct: for	792 89		
Int: from Mch 29/92 to May 1/94	91 11		
1 Note for	125 00		
Int: from May 19/92 to May 1/94	15 00	1024 00	
5 N. T. Payne			
Acct for Lumber	1008 6		
Int: from May 6/92 to May 1/94	12 10	112 96	
6 Newsome Lumber Co.			
Open Acct for	2167 94		
Int: from May 25/92 to May 1/94	251 11	2419 05	
Subsequent to deed trust.		10662 14	

Amt brot forward:				106 92.14
6	Gilliam & Pace.			
	1 Note for	117	15	
	Int: from Apl 6/92 to May 1/94	14	57	
	1 Note for	131	14	
	Int: from Apl 14/92 to May 1/94	16	08	
	1 Note for	37	99	
	Int: from Apl 7/92 to May 1/94	4	62	321.50
7	Porter Mc. Neal Co.			
	Acct. for Supplies	205	62	
	Int: from Feb. 5/92 to May 1/94. (Prior to Trust Deed)	26	73	232.35
	1 Acct for Supplies.	30	11	
	Int: from Apl 1/92 to May 1/94 (Subsequent to Deed Trust)	3	76	33.87
8	Smith Courtney Co.			
	1 Note for	200	00	
	Int: from Jany 1/92 to May 1/94.	28	00	228.00
9	Shultz Belting Co.			
	Acct for belting	581	96	
	Int: from Dec 14/91 to May 1/94	83	12	
	Acct. for belting	26	46	
	Int: from Dec 21/91 to May 1/94.	3	74	695.28
10	The Allington & Curtis Mfg Co			
	Acct for Dist Collector &c.	500	00	
	Int: from Nov 7/91 to May 1/94	74	85	574.85
				1277.99

	Amt brot forward		$12777.99
11	W. B. Allen		
	Labor claim for	66 65	
	Int: from Apl 6/92 to May 1/94	8.08	74.73
12	Vacuum Oil Co.		
	Acct. for	149 29	
	Int: from Jany 18/92 to May 1/94	20.61	169.90
13"	S. A. Bryant		
	Claim for labor for	90.94	
	Int: from May 7/92 to May 7/94	10.90	101.84
14	Geo. M. Gray		
	Acct: for labor	98.75	
	Int: from June 1/92 to May 1/94	10.86	109.61
15	L. T. Beaman		
	Acct for labor ag Club	250.53	
	Int: from Augt 1/92 to May 1/94	26.30	276.83
16	R. D. Morse		
	Labor claim for	131.00	
	Int: from Aug 1/92 to May 1/94	14.41	145.41
	(This claim is disputed)		13656.31
			878.32

over

Amt brot forward	$		13656.31
16 - Eugene P. Moore			
Labor claim		35.00	
Int: from Aug 1/92 to May 1/94		3.85	38.85
~~Judgment to Circuit Court~~			
(This claim is disputed)			
16 H. T. Moore			
Labor claim for		35.00	
Int: from Aug 1/92 to May 1/94		3.85	38.85
~~Judgment to Circuit Court.~~			
(This claim is disputed)			
17 W. A. Magee			
Labor claim. for		64.80	
Int: from Aug 1/92 to May 1/94		7.12	71.92
~~Judgment to Circuit Court.~~			
18 [illegible] L. Norfleet			
~~Claim for services as Clerk~~		~~[illegible]~~	
A Deed of Trust, dated Dec 18/91 recorded Dec 19/92 from the Franklin Lumber Co. in favor of Farmers' Bank of Nansemond to secure a debt of	$	10400.00	1040000
Deed of Trust dated Mch 5. 1892 Recorded Mch 28. 1892, in favor of J. S. Kenk Co.		4000.00	400000
Total amt liens.			$28205.93

List of claims against the Franklin Lumber Company which are mk liens.

A. Brinkley & Co.	484 97
American Dryer Company	3250 00
M. L. T. Davis & Co.	179 85
H. L. Norfleet	15.00
	3929 82

Gray Lbr
Co. } Decree
Franklin Lumber Co. et al

March Term 1895.

To be entered.

Robert K. Evans

Mar. 29, 1895.

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

Gray Lan, et als.

vs. } Decree.

Franklin Lumber Co. et als.

This day this cause came on again to be heard upon the papers formerly read & upon the report of J. C. Porter ~~Special~~ Special Commissioner, filed ~~during term~~ this day, to which report no exceptions have been filed, & was argued by counsel.

Upon consideration whereof the court doth confirm the report of said Commissioner J. C. Porter.

Stat of Cost in Chy Suit of
A. L. Gray & Son et als vs Franklin Lumber Co et als -
Amt Due up to Aug 15 1894.

Clerk.	T. M. Howard	paid T. M. Howard	$19.86
Sheriff	J. H. Williams	paid J. H. Shaff	3.00
Sheriff	A. H. Baker	~~paid J. H. Shaff~~ by atty.	2.00
Lawyer	M & O	paid J. L. W[illegible]	16.50
Counter	B. F. McLemore	paid.	60.00
	Future Costs.		5.00
			$106.36
			5.25
			$98.11

A Copy
Test: T. M. Howard C.C.

106.36
75
1956
161.49

Mss: Parker & McLemore, Receivers Franklin Lumb. Co.

To B. F. McLemore, Clerk of Southampton County Court, Dr.

1894

Augt	To Order reducing State List 1892		36
	" " " County " "		36
	" 3 Copies @ 36¢		108
	" Order reducing State List 1893		36
	" " " County " "		36
			108
			$3.60

Same Parties,

1894 To B. F. McLemore Counsel in chy Dr.

To making report in chy Cause of

Gray & Son vs. F. L. Company. 60

$63.60

Recd payment of D. L. McLemore

Octo 13/94. B. F. McLemore

Grayson
v. Roberts & Com.
D. L. Mowery
Franklin Lumber Co.

1894 Nov. 5. [illegible]

A. L. Grayson

vs. Report of Special Com.

Franklin Lumber Co.

The undersigned one of your Com in the above cause begs to report that pursuant to the decree entered herein in Vacation Aug. 6. 1914, he has collected one half of the purchase price for which the property sold will amount to $1463.00 & that he has paid out the following amounts. Presently to be counting the balance in his hands being subject to the future order of this Court

By 1/2 of cash payment		367.30
" " deferred payments on same		1095.70
To Cash	33.76	
" 1/2 taxed fee writ tax	8.25	
" fee allowed as Receiver by Court	50.00	
" Paid amts due as Receiver	1.75	
" " Costs	98.11	
" " for writing deed	5.00	
Balance	1266.13	
	$1463.00	$1463.00

By amt in my hands subject to order Ct. $1266.13

Respectfully Submitted

J. L. McLemore

Sp. Com.

Stat Cost in Coby Suit of Gray & Son vs Ala & Frank Lib Lumber Co Ala

Oct 16	2 Sum 50¢ - 5 Copies 65¢ - Rec 36	$ 1	51	
2 M.H.	atty 10 - Dec 18 - Rules 50 - Ent Rec 35	1	13	
	filing Bill 15 - Dec Ex 15 - Rules 50		80	
	Rec 15 - filing Rep 15 - Ent Ex 6 37½	6	67	
	8 Decrees - 388 3 hundreds 3¢	5	88	
	filing Rec 45 - 3 certs 75 - 7 Ex 15	1	35	
	filing Repl Sale 15 - Dec Conf Sale 72		87	
	3 certs 75 - Dec 50 - Tax Cost 40	1	65	19 86
Shff W.D.W.	3 Sum 1.50 - 3 Notices 150	3	00	3 00
Shff A.H.B.	2 Sum 100 2 Notices 100	2	00	2 00
Cum B7m		60	00	60 00
Fut Cost		5	00	5 00
Lawre M & P		16	50	16 50
				$106 36

Test J M Howard C.C.

To The Hon R. R. Prentis. Judge of the Circuit Court of Southampton County. Va.

Your Special Comr. J. L. McLemore, appointed in the suit of Gray & Son, et als. vs. Franklin Lumber Co., et als. begs leave to report that of the balance of $1266.13 in his hands as shown by his last report, he has paid out all but $104. as directed by decree entered in said cause at the November Term 1894 of said Court, all of which is shown by the following statement supported by vouchers filed herewith. 1894.

Nov. 5.	By balance in hand,		1266 13
	To paid the Town of Franklin,	78.00	
	" " [illegible]	[illegible]	
	" " " C.C.	19.56	
	" " A. L. Gray & Son	1067.43	
	" balance in hand	104.14	
		$1266.13	$1266.13

Your Comr begs to report that he was ordered by decree in this cause to pay said $104.14 as the balance due to Southampton Co & the State of Virginia for County and State taxes, but that he has refused to pay the same to J. J. Dorden, the late Treasurer of Southampton before the expiration of his term & he refused to receive the same saying that said land had been returned delinquent & he had no right to receive said sum. That he also refused to pay to B. F. McLemore, Clerk of the

County Court of Southampton Co.
but he refused to receive the
same and he has also offered
to pay same to L. R. Edwards
the present Treasurer of South-
ampton who also refuses to
receive the same. If not paid
out in this distribution the said
sum should go to Gray & McNeal
& Story & Co. Creditors of the Franklin
Lumber Co. Pro rata. Your
Comr begs that the Court instruct
him what to do with said money.

Respectfully submitted.

J. W. Lenoir
Comr.

Received of J. L. McLemore Special Cause
the sum of Nineteen and 50/100 Dollars
due me by Franklin Lumber Co.
as shown by report of Cause B. F.
McLemore filed in suit of Gray & Son
et als. against Franklin Lumber Co,
April 24th 1894

B. F. McLemore

Mr. Franklin Lumber Co,

1893 To TOWN OF FRANKLIN, Dr.

1st JULY, 1893, to 1st JULY, 1894—To Tax on $10075.00 Real Estate at ..... per $100 value, for Town purposes	$ 50	37
To tax on $ ..... Personal Estate, at ..... per 100 value, for Town purposes		
To Capitation	$ 50	52

Received payment, ... Sergeant.

Mr. Franklin Lumber Co.

18 92

To TOWN OF FRANKLIN, Dr.

1st JULY, 1892, to 1st JULY, 1893—To Tax on $ 20,500 Real Estate at .4.7. per $100 value, for Town purposes	$ 100	75
To Tax on ..... Personal Estate at ..... per 100 value, for Town purposes		
To Capitation	$ 100	75

Received payment, ... Sergeant.

Received Nov. 2nd 1894, of J. L. M. Lemon.
Special Capias in the suit of A. L. Gray
& Son vs. als. vs. Franklin Lumber Co.
et als. Ten Hundred & Six 43/100
Dollars and costs of Court in said suit.

A. L. Gray & Son

Witness -

B. F. M. a/c 14.00 pd clerk.

J. L. M

Mr. Franklin Lumber Co No. 264

1894. To JAMES J. DARDEN, Treasurer of Southampton County, Va., Dr.

SUBJECTS OF TAXATION.	State Tax, 30c. on $100.	State School Tax, 10c. on $100.	County Levy. 30c. on $100.	County School Tax, 5c. on $100.	District School Tax, 5c. on $100.	TOTAL TAX.
To 3/4 acres Land, value $ 3075	9 22	3 08	9 22	2 54	2 54	26 60
" Personal Property, value $						
" Capitation Taxes						
" Dog Tax						
" Income $						
Total						
Fee Bills						
5 per cent. additional						
Total						

Received payment 30 day of Nov 1894 Jas J Darden Treasurer.

Acts 1901–2 pg. 550
Chap–473

Orders entered aug 21st 1894

	Orig	Taken off		
	94.71	80.61	Co Taxes	Co. Ct. Ord Book 1890 & 1896 page 87
To year 1892 -	80.60	58.60	State Taxes	
	175.31	139.20		
	139.20			
	36.11	Bal -		

To year 1893 -	40.30	28.30	Co. Taxes	
	40.30	28.30	St. "	
	80.60	56.60		
	56.60	Bal -		page 518
	24.00			
1892 -	36.10			
	60.10			

10K 14

Nov. 12th 1894 -

Form No. 309.

Grayson et als.
—v—
Franklin Lumber Co

to } COMMISSIONER'S BOND.

Commonwealth.

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 309.

Know all men by these Presents, That we, J. C. Parker and J. D. Prillow are held and firmly bound unto the Commonwealth of Virginia, in the sum of Five Thousand Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our Homestead Exemptions as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust with [redacted] detached from bonds of this State. Sealed with our seals, and dated this 26th day of June one thousand eight hundred and ninety four.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound J. C. Parker shall faithfully perform the duties of his office or trust, as Special Commissioners under a decree of the Circuit Court of the County of Southampton pronounced on the 10th day of May, 1894, in the suit therein depending under the name and style of A. L. Gray & Son & als vs Franklin Lumber Co.

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

J. C. Parker SEAL.

J. D. Prillow SEAL.

SEAL.

In the Clerk's Office of the Circuit *Court of the* County *of* Southampton.

This day J. D. Prillow

surety on the above bond, made oath before me, F. M. Howard Clerk of the Circuit Court of the County of Southampton that his estate, after the payment of all his just debts, and those for which he is bound as security for others and expect to have to pay, is worth the sum of Five Thousand dollars.

Given under my hand this 2 day of June, 1894.

Teste: F. M. Howard Clerk.

Know All Men By These Presents, That we, J. C. Parker, J. L. McLemore, John Pretlaw Jr., S. R. Westbrook & B. F. McLemore

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Three Thousand Dollars, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation, and also waive any claim, right or privilege to discharge any liability arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State.

Sealed with our seals and dated this 16" day of October A. D. 1893

THE CONDITION of the above obligation is such, that if the above bound J. C. Parker & J. L. McLemore Receivers for the Franklin Lumber Company appointed by a decree of the Circuit Court of Southampton County in Vacation - entered the 10th day of October 1893, in the Chancery Cause of A. L. Gray & Son et als vs The Franklin Lumber Company et als shall faithfully perform their duties as Receivers under said decree or any future decree which may be pronounced in this cause.

~~shall faithfully discharge the duties of~~ ~~office or trust~~ according to law, then the above obligation to be void, or else to remain in full force and virtue.

Signed, sealed and delivered in presence of the Court.

J. C. Parker SEAL
J. L. McLemore SEAL
John Pretlaw " SEAL
S. R. Westbrook " SEAL
B. F. McLemore SEAL

In the Clerk's Office of the Circuit Court of the County of Southampton.

This day John Pretlaw Jr, S. R. Westbrook & B. F. McLemore surety on the above bond, made oath before me, Clerk of the Circuit Court of the County of Southampton, that their estate is after the payment of all their just debts, and those for which they are bound as securities for others, and expect to have to pay and worth the sum of Three Thousand dollars; whereupon the said bond is admitted to record according to law.

Given under my hand this 16 day of October 1893.

Teste: T. M. Howard Clerk.

Parker & McLemore

To

Bond.

Commonwealth.

1872, Oct 16 filed

Page 32

Southampton County In the Clerk's Office April 7th 1892 The foregoing Lien by the American Drier Company against the Franklin Lumber Co was this day received and with the certificate annexed admitted to record

Test B. F. McLemore C. C.

American Drier Company
vs
Lien
Franklin Lumber Co.
1892 April 7th Rec'd & A.M.

2.15 o'clock P.M.

Examd

Recorded D.J. 134
Page 052

$1.25 Paid

6. Memorandum of the amount and consideration of the Claim of the American Dier Company a duly chartered Corporation against The Franklin Lumber Company a manufacturing Corporation duly chartered by the laws of this state for supplies furnished the same necessary for the operation of their lumber manufacturing business; consisting of the following machinery of divers kinds to wit. 6 manifold headers 4 inch diameter 30000 feet 1 inch steam pipe. 180 ft 1 fit x 1 inch nipples. 1. 3 inch valve. 3 1¼ inch valves. 3. 14 inch cocks. 2520 lbs steel 3 Nail. 630 ~~lbs~~ Spikes 12 door hinges rods and bolts. 300 feet galvanized iron cable. 12 door sheaves and pulleys 252 car trucks wheels. 252. 8½ inch x 1¼ inch steel axles. 504 Journal boxes 630 ½ x 10 inch bolts. 1260 ½ inch washers 54. 15 inch galvanized iron ventilators 18 12 " " " "
1539 lbs galvanized iron pipe 6 inch diameter 108 6 inch dampers
Amounting in all to the sum of $3100— together with the further sum of $150.00 due for putting the same up and in order for working &c. all of above said supplies and machinery being furnished by the said American Dier Company

to the said Franklin Lumber Company
June 12. 1892 and the said above
named sums of money being owing
and payable therefor by said Franklin
Lumber Company to the said American
Dries Company. That the said supplies
were absolutely necessary to enable them
to operate the plant and machinery of the
said Company. and the said American
Dries Company hereby asserts and claims
a lien as given by the Statute laws
of this State on the franchises. gross
earnings. and on all the real and personal
estate of the aforesaid Company used
in operating their business in Southampton
Co Va. wherein it is located at Franklin
Va Their principal place of business. +
and Their said real estate consisting of
some two acres of land more or less
Their planing mill. Dries and all
machinery thereto attached for milling
drying - planing and otherwise manufac-
turing timber. all timber both dressed
and undressed. as witness this 7th day
of April 1892 The signature of the said
American Dries Company and the signa-
ture of Wm. E. Watkins President of the said
Company who hereby signs for the said
Company and signs in his own right
and as President of the said Company

American Dries Co
By W. E. Watkins president
Wm E Watkins Sec American Dries Co.

Virginia

Southampton to wit

I Wm. E. Watkins President of the American Dies Company do hereby swear, that the amount due by the Franklin Lumber Company to the American Dies Company as set forth in the above memorandum and the consideration for which the same is due as truly set forth and stated therein. Given under my hand this 7th day of April 1892

Wm. E. Watkins Pres. American Dies Co.

Virginia

Southampton County to wit

Subscribed and sworn to before me by the aforesaid Wm. E. Watkins President of the American Dies Company this 7th day of April 1892. in my County and State aforesaid—

A B. Wrenhart Jr. D.C.

Southampton County Court

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 309.

Know all men by these Presents, That we, J. L. McLemore and J. B. Prince and B. A. McLemore are held and firmly bound unto the Commonwealth of Virginia, in the sum of Five Thousand Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our Homestead Exemptions as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State. Sealed with our seals, and dated this 26" day of June one thousand eight hundred and ninety 4.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound J. L. McLemore shall faithfully perform the duties of his office or trust, as Special Commissioner under a decree of the Circuit Court of the County of Southampton pronounced on the 10th day of May, 1894 in the suit therein depending under the name and style of A. L. Gray & Son & als vs Franklin Lumber Co.

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

J. L. McLemore SEAL.

J. B. Prince SEAL.

B. F. McLemore SEAL.

In the Clerk's Office of the Circuit Court of the County of Southampton.

This day J. B. Prince & B. F. McLemore suretyies on the above bond, made oath before me, T. M. Howard Clerk of the Circuit Court of the County of Southampton that their estate, after the payment of all their just debts, and those for which they are bound as securities for others and expect to have to pay, are worth the sum of Five Thousand dollars.

Given under my hand this 26 day of June, 1894.

Teste: T. M. Howard, Clerk.

1 Walnut Desk	J. G. McK	2.75
1 Upright desk, —	G. G. Parker	1.25
1 Letter Cabinet —	J. G. Neal	9.00
1 Clock	J. G. Neal	3.00
1 Safe	J. G. Neal	32.00
1 Large Desk	J. G. Neal	3.00
1 Stove Pipe	J. B. Gay	2.45
1 Office Stool	J. G. Neal	95
1 Rough Stool	Gibson	12
4 Letter Books	J. M. Story	7.0
1 Letter Press	J. G. Neal	8.0
1 Office Building	J. G. Neal	20.00

Plant 2850.00

2926.07

3.82

4 | 2922.20

730.80

2 | 2191.40

1095.70

730.80

38 —

3462

2 | 7346

2671.31

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

The undersigned, Special Commissioners appointed by the court by leave to report that in accordance with a decree of the said court entered at the May term 18[illegible], in the chancery cause of [illegible] vs. Fravel A.J. Gray & Son vs. Franklin Lumber Co. et als., they on the 4th day of July 18[illegible], in the town of Franklin sold all the property, real and personal, and franchises, rights and [illegible] in the Franklin Lumber Co. at public auction for cash, after having given due notice of the time and place of said sale by [illegible] in the Southampton Democrat, the said sale having been duly advertised for [illegible] days, and by hand-bills, one of which was posted at the Virginian office and one at the court house door, and one at the store of A.J. Gray & Son, and one at the store of [illegible] Gray & Co., and one at the store of [illegible] Mollet, and W.T. [illegible] sold for cash at $6.82 and the two small articles sold for $3.50, the purchaser of the remainder of said property paying one fourth of the purchase money in cash, to-wit, $720.80, and executing bonds with approved security for the deferred payments, bearing interest from date, as above reported in this cause, to-wit, $2167.51, in the hands of one of your Commissioners, and the other bonds in the hands of the other one, as follows, to-wit: [illegible] one for $360.40, payable one year after date, one for $360.40, payable two years after date, one for $360.40, payable three years after date, and one for $360.40, payable four years after date, all bearing interest from date, and the title to said property is reserved by the said Commissioners to secure the payment of said bonds, as by the decree of sale in said cause will more fully appear.

Respectfully submitted.

[illegible]

Gray Son
vs.
Franklin Lumber Co

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

The undersigned, special Commissioners appointed by the court, beg leave to report that in accordance with a decree of the said court entered at the May term 1894, thereof, in the chancery cause therein pending, styled A. L. Gray & Son vs. Franklin Lumber Co. et als., they, on the 26th day of July 1894, in the town of Franklin, sold all the property, real and personal, and franchises, rights and privileges of the Franklin Lumber Co. as directed by said decree, at public auction, after having advertised the said sale for thirty days in the Southampton Democrat, the Suffolk Herald, and the Norfolk Virginian, and by hand-bills, one of which is herewith exhibited. At the said sale two small articles of personalty were sold for cash at $5.82 and the remainder of said property was sold to A. L. Gray & Son, Gray & McNeal, and W. F. Deal, Trustee for Story & Co., jointly, for the sum of [illegible], that being the highest bid made. Your commissioners report that the have collected one fourth of this amount, to-wit, $750.80, which with the $5.82 above reported makes a cash total of $754.62, one half of which, $367.31, is in the hands of one of your Commissioners, and the other half in the hands of the other one, all subject to the future order of the court. The said purchasers of said property say that they are desirous of paying the whole of the purchase money and taking a deed for the property as soon as the sale is confirmed by the court. Yours Commissioners report that the sale was largely advertised and attended by a num- of men engaged or interested in the lumber business, and that it was cried a long time by the Auctioneer and brought all it was in the power of your Commissioners to make it bring; your commissioners reccommend that the sale be confirmed as they beleive that this is all that can be gotten for the property, and besides the property is going to wreck as fast as it can and if this sale is not confirmed your commissioners do not beleive they can get even this much at another sale.

Respectfully submitted,

J. C. Parker, Special Comm'rs
and J. L. McLemore "

A. L. Gray Lum. Co. et als.

vs. } Decree

Franklin Lumber Co. et als

In Vacation.

August 6 1914

Aug 6, 1914

A. L. GRAY & SON, et als.

vs.

Franklin Lumber Co., et als.

This day this cause came on to be heard upon the report of Special Commissioner [illegible] and upon the report of Special Commissioner [illegible] and upon the said [illegible] and upon the said [illegible] and upon the said

A.L.GRAY & SON. et als.

VS.

Franklin Lumber Co.,et als.

This day this causecame on to be heard in vacation upon the papers formerly read and upon the report of Special Commissioners J.C.Parker & J.L.McLemore,reporting the sale of the property of the Franklin Lumber Company,to which reports no exceptions have been filed,and was argued by counsel. upon notice to all the parties in interest executed July 26. 1894

Upon consideration where,the ~~same being of opinion that~~ the said sale is the best that could have been made,and that on account of the rapid depreciation of the said property and the continued risk from fire if allowed to remain as it now is, it is unquestionably to the best interests of all concerned to ~~confirm said sale at once~~,the court doth ~~adjudge/order/and~~ confirm said report and the sale reported therein,and doth further adjudge,order and decree that J.C.Parker and J.L.McLemore Special Commissioners,collect the balance of the purchase money for the said property as sonn as the purchasers are ready to pay the same,and doth further adjudge,order and decree that the said J.C.Parker and J.L.McLemore,who are hereby appointed Special Commissioners for that purpose,as soon as all of the said purchase money is paid make,execute and deliver to the said purchasers,or to whomsoever the said purchasers may direct,a good and sufficient deed,with special warranty,for the said property.

And the court doth further adjudge,order and decree that the said Commissioners shall pay out of the funds in their hands all the expenses of this suit,including the balance of $5.50 due themselves as Recievers,and including also a fee of $50.00 each to the said J.C.Parker & J.L.McLemore for their services as Receivers under a former decree in this cause.

C M Bell

To the Clerk Circuit Court for Southampton County to be entered.

Amount of Examination Fees.

80.61 County. 93
28.30 State tax 93
28.30 County. 93
58.60 State tax 93

$195.81

A. L. Gray Lum. Co. et als

vs.

Franklin Lumber Co. et al.

Notice of motion to confirm sale.

We hereby acknowledge service of the within notice.
July 26/94

John Pretlow Jr.
Lee E. Pretlow
Franklin Lumber Co.
per W. Howell Pres.
Parker
D. L. McLemore } attys for Purchasers

Filed
July 26 1894
Commissioner

To the Franklin Lumber Company, John Pretlow Jr. & Wife, and the Farmers Bank of Ivanhoe.

You are hereby notified that on Monday the 6th day of August 1894, we will apply to Judge O. M. Hall, at his residence in Ivanhoe, Va. at 10 o'clock A.M. or as soon thereafter as we can be heard, for the sale of the property described in the Deed of Trust executed by A. L. Gray & Son, Trustees, to the Franklin Lumber Company to secure the payment of the sum of $1,000.00 with interest thereon from the 1st day of January 1894, and the costs of executing the said Deed of Trust, which said Deed of Trust is recorded in the Clerk's Office of the Circuit Court of Surry County, Virginia, in Deed Book No. 2 page 45 to which reference is hereby made for a more particular description of the property to be sold.

A. L. Gray & Son, Trustees

To The Franklin Lumber Company, John Pretlow Jr. & Wife, and the Farmers Bank of Nansemond.

You are hereby notified that on Monday the 6th day of August 1894, we will apply to Judge C. W. Hill, at his residence near Capron, Va., to confirm the sale made by us on the 26th day of July 1894, of the property of the Franklin Lumber Company to A. L. Gray & Son, Gray & McNeal, & W. F. Deal, Trustee., for the sum ~~$2900.~~ $2922.20.

July 26/94

J. C. Parker
and J. L. McLemore
Special Commissioners

Gray a. L. vs on et als,

vs. } Additional Bonds

Franklin Lumber Co vs.

Gray et ux, et als.

vs. } Costs (J. L. McLemore has fund in hand)

1897 Franklin Lumber Co. et als.

March term Filing Comr's report 25. Tax costs (5 years) 50= 75

1900. Apr. 6 10 Continuances on docket 2.50 = 2.50

Filing away papers 25. Future costs about 2.00= 2.25

about $5.50

Gray & Son & als.
v. In Vacation.
Franklin Lumber Co. & al.

Order appointing Receiver.

To the clerk of the Circuit Court of Southampton County
To be entered
C W S
Oct 10, 1893

Entered

76
4
4
34

A. L. Gray & C. L. Gray partners trading and doing business as A. L. Gray & Son and the same A. L. Gray and J. D. McNeal trading and doing business as Gray & McNeal who sue for the benefit of themselves and all other creditors of Franklin Lumber Company who will come in & bear their share of the cost of this suit.

— Against —

Franklin Lumber Company a corporation existing under the laws of the State of Virginia John Prettow Jr. and Sue C. Prettow his wife Farmers Bank of Nansemond (a corporation) and Wm. H. Jones Jr. Trustee.

- In Chancery. -

Upon consideration of the verified bill of complainants in this cause sustained by certificates and affidavits filed therewith, due notice having been given to the defendants of this application, it is ordered adjudged and decreed that J. C. Parker ~~J. L. McLemore~~ be and they are hereby appointed Receivers of all the assets and property of the Franklin Lumber Company of every kind and description wherever situated with authority to take immediate possession of the said property, and to preserve the same until the further order of this Court employing, if the Receivers shall deem it necessary, a Watchman or such

Insuring the same against loss by fire in some good Company or Companies

other assistance as may be necessary to preserve and protect the property from waste or other casualties.

It is further ordered that each and every person whomsoever be restrained and enjoined from interfering in any manner whatever with the possession and control of the said Receivers, or from prosecuting any further suits against the property under other charges or enforcing any judgment or executions against the same.

It is further ordered that the receivers, within thirty days from the date hereof, make a complete Inventory of the property and effects coming into their hands by virtue of this order and file the same in the papers of this cause.

But this order shall be inoperative and void unless the said Receivers shall within ten days from the date hereof enter into Bond in the penalty of $3000., payable to Commonwealth of Virginia with Security to be approved by the Clerk of the Circuit Court of Southampton County and conditioned according to law.

C M Stell

Oct 10. 1893

Executed this 14th day of Sept 1893
by delivering a true copy of this notice to
W. H. Jones Jr Trustee and E. E. Holland
President of the Commercial Bank of Drummond

To The Franklin Lumber Company, John Preston Jr, Sole Partner,
Partners Dealing as Drummond, and W. H. Jones Jr. Trustee.

Take notice that we shall on the 9th day of October 1893,
at Capron in Southampton County, Va., apply to the Judge of the
Circuit Court of Southampton County for the appointment of a
Receiver to take possession of all the assets, real, and person-
al, and mixed of which the Franklin Lumber Company have posses-
sion, or of which they have the legal or equitable title,
whether situated in Southampton County, Va., or elsewhere.

A. P. Gray & Son,
Gray & Holmes,
By .....
& .....
their attorneys.

U. S. Gray Esq
vs.
Franklin Lumber Co &c

To The Franklin Lumber Company, John Pretlow Jr., Sue E. Pretlow, Farmers Bank of Nansemond, and W. H. Jones Jr. Trustee.

Take notice that we shall on the 9th day of October 1895, at Capron in Southampton County, Va., apply to the Judge of the Circuit Court of Southampton County for the appointment of a Receiver to take possession of all the assets, real, and personal, and mixed, of which the Franklin Lumber Company have possession, or of which they have the legal or equitable title, whether situated in Southampton County, Va., or elsewhere.

Sept 18 1893
To the Sheriff of Nansemond Co to Execute

A. L. Gray & Son,
Gray & McNeal
by E. M. Lemmon
& J. C. Parker
their attorneys.

vs. } Notice

Franklin Lumber Co. et al

Executed Sept 21st 93
by delivering a copy
of this Notice to J. R.
Powell President of
the Franklin Lumber
Co. John Pitton Jr.
& Silas E. Pittons

J. W. Williams
Sh'ff

To The Franklin Lumber Company, John Fuller Jr., Jno M. Fuller, Farmers Bank of Emporia, and Wm. Briggs Jr. Trustee.

Take notice that we shall on the 5th day of October 1895, at Capron in Southampton County, Va., apply to the Judge of the Circuit Court of Southampton County for the appointment of a Receiver to take possession of all the assets, real, and personal, and mixed, of which the Franklin Lumber Company have possession, or of which they have the legal or equitable title, whether situated in Southampton County, Va., or elsewhere.

A. L. Gray & Son,
Gray & Bidgood
by J. L. Edwards
E. J. Parker

their attorneys.

Sept 18/95
To the Sheriff of
Southampton
Southampton
to Execute

We acknowledge service of the
the within notice.

Franklin Lumber Co. by
J. A. Howell Prest.

John Pulliam Jr.

Dave E. Pulliam

Farmers Bank of Nansemond by
E. E. Holland, Pres.

To Franklin Lumber Company, Farmers Bank of Nansemond, W.H. Jones, Jr Trustee, John Pretlow Jr. and Sue E. Pretlow.

You are hereby notified that the motion for a Receiver of the assets of the Franklin Lumber Company, which you were notified that we would would make before the Judge of the Circuit Court of this county at Capron on the 9th day of October 1893, will not be made at that time, but will be made in Suffolk in the office of Mr. E. E. Holland on the 10th of October 1893.

Plaintiffs in the suit of A. L. Gray & Son, et als. vs Franklin Lumber Company, et als. by

J. C. Parker and

J. L. McLemore

Their Attorneys.

Executed this 14th day of Sept 1893
by delivering a true copy of this process to
W. H. Jones Jr. Senator. and E. E. Holland
President of the Farmers Bank of Nansemond
in person. A. B. Baker Sheriff

Gray ex rel
C. E. Shaw
Franklin Lumber
Co. Supreme Court
of Appeals

1893. Oct 7th
Lien Law.

Geo. Rawls
for Appellee

Copied
by Lumber } Va.

THE COMMONWEALTH OF VIRGINIA, Nansemond.

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

WE COMMAND YOU TO SUMMON Franklin Lumber Company a corporation existing under the laws of the State of Virginia John Pritlow Jr and Sue E. Pritlow his wife, Farmers Bank of Nansemond (a corporation) and Wm H Jones Jr Trustee.

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the 1st Monday in each next, to answer a Bill in Chancery exhibited against them in our said Court by A. L. Gray & E. L. Gray partners trading & doing business as A. L. Gray & Son and the said A. L. Gray & J. B. McNeal trading & doing business as Gray & McNeal who sue for the benefit of themselves and all other creditors of Franklin Lumber Company 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 18 day of Sept, 189.3, in the 118th year of the Commonwealth.

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

Gray Lum. Co. Ala

vs.

Franklin Lumber Co. Ala

Report By Special
Comm J. C. Porter

Filed during Term
March 1895

1895 March 29th Filed
T. M. K. Clk,

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

Gray, A. L. Exr. et als

vs.

Franklin Lumber Co. et als

To the Hon R. R. Pettis, Judge of the Circuit Court of Southampton Co.

The undersigned, one of the Special Commissioners in this cause, begs to report that he has paid out the balance in his hands as shown by his last report in this cause filed Oct. 17th 1894, as directed by decree in said cause entered at the November Term 1894; as is shown by the following statement which is supported by vouchers herewith filed.

By balance in hand by last report		$1326.24
To paid A. L. Gray Exr	210.41	
" " Gray & McNeal	761.85	
" " W. F. Beal, Trustee for Story Exr	354.28	
	$1326.24	$1326.24

Respectfully submitted,

J. C. Parker

Special Comr.

35.4.28

Recd of J. C. Parker, Special Comr in the suit of A. L. Gray Lum. Co. et als. vs. Franklin Lumber Co. et als. the sum of Three Hundred & fifty-Four 28/100 Dollars in full of his pro rata share of the funds in his hand for distribution in said suit. this 23rd day of Nov 1894

W. F. Dell
Trustee,
for STORY & CO.

Received of J. C. Porter, Special Comr
in the suit of A. L. Gray vs. Jan et als.
vs. Franklin Lumber Co. et als.
this Nov. 23rd 1894, Two Hundred & Ten
& 41/100 Dollars in full of the balance
of our share of the funds in said suit.
Witness — A L Gray Jr

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

5761. S-81

Received of J. C. Porter, Special Comm'r in the suit of A. L. Gray Lum. Co. vs. Franklin Lumber Co. it als. the sum of Seven Hundred & sixty-one & 5-8/100 Dollars in full. Same to be paid from funds in his hands for distribution in said cause this 23rd day of November 1894

Witness — Gray & McNeal

-1909-

Gray, A.L.& Son, et als.

VS.) Decree.

Franklin Lumber Co. et als.

November term 1894.

To be entered.

12 ans

Ent 690

A.L.Gray & Son,et als.

VS.) Decree.

Franklin,Lumber Co. ,et als.

This day this cause came on again to be heard upon the pa-pers formerly read and upon the reports of J.C.Parker and J.L. McLemore,Special Commissioners,filed ten days before term,to which reports no exceptions have been filed,and was argued by counsel.

Upon consideration whereof the court doth confirm said reports and doth further adjudge,order and decree that J.L.McLemore,Special Comr.,proceed to pay out of the balance in his hands as shown by said his report,the balance due to the treasurer of Southampton County for County and state taxes on the plant of the Franklin Lumber Co. as shown by Comr.McLemore's report,less the amount deducted therefrom by order of the County Court,said balance being $104.12); also pay B.F.McLemore Clerk the balance due him shown by said report ; also pay the town of Franklin the sum of Seventy-five dollars in full of the town taxes on said property for 1892 and 1893 ; and the balance in his hands he shall pay to A.L.Gray & Son on their debt as shown by said report. And the said J.C.Parker,Special Comr. shall out of the balance in his hands as shown by his report, pay the balance due A.L.Gray & Son,if any shall be due them after J.L.McLemore shall have paid them as above directed,as shown by Comr.McLemore's report,and shall pay the balance remaining in his hands to Gray & McNeal and W.F.Deal trustee for Story & Co. pro rata in accordance with the amountof their debt as shown by said report. And said Comrs.shall report to this court what they have done.