1909-110 Southampton County Chancery - White, W.W. vs Atkins, Thomas T. et al

Atkins, Christiana

asks that court appoint a person to take charge of electric light plant in town of Boykins to furnish electric current to consumers; require & receive all property belonging to said plant that was covered by deed of trust. Then restrain former owners from interfering with the property and lastly sell property to settle debt.

W. W. White
vs. Bill to Chancery
Thomas T. Albritton et al

Costs Clerk $ 6.07
Sheriff 16.50
$22.57

writ Tax $1.50 Paid

JAMES U. BURGES,
ATTORNEY AT LAW,
POST OFFICE BUILDING,
SUFFOLK, VA.

ALVAH DUSHNELL CO., LAW STATIONERS, 242 MARKET ST., PHILADELPHIA, PA.

In the Circuit Court of Southampton County, Virginia:

W. W. White-- ----------Complainant

Vs

Thomas T. Atkins and Christiana Atkins-- Defendants

To the Honorable James L. McLemore, Judge:

Your complainant W. W. White respectfully complaining showeth unto the Court the following case:

That the defendant Thomas T. Atkins is the owner of a certain electrict light plant in the town of Boykins, Southampton County, Virginia, upon which your complainant holds a deed of trust for the sum of Two Thousand Dollars. Said propert being fully described in said deed which is filed with this bill marked exhibit "A" and prayed to be read as a part of this bill.

(2) That said property will sell for no more than the debt due thereon.

(3) That said electric light plant is used for the purpose of lighting said town of Boykins and the houses of the inhabitants thereof.

(4) That said defendant Thomas T. Atkins now declines to operate said plant leaving all of the consumers in darkness to the great injury and inconvenience of the merchants, churches and residents of said town.

(5) That the franchise granted to the owner of said property will be forfeited or liable to forfeiture if the said plant does not resume operation in a very short time which will render said plant and property of practically no value.

In consideration of the premises, and forasmuch as your compl inant is remediless in the premises save in a court of equity your complain ant prays that the said Thomas T. Atkins and Christiana Atkins be made parties defendant to this bill and required to answer the same

but answer under oath is hereby waived in accordance with the statute.

(1) That a proper person may be appointed to take charge of said electric light plant, furnish electric current to consumers; require, demand and receive all property belonging to said plant and conveyed by said deed of trust.

(2) That said defendants may be required to deliver to said receiver all property mentioned and descrebed in said deed of trust and that said defendants be enjoined and restrained, by the order and injunction of this honorable Court from interfering in any way with said receiver so appointed.

(3) That an account be taken by and under the direction of this Honorable Court of the debt due your complainant and that said property be sold under the direction of the court so that the debt due your complainant may be satisfied.

And your complainants will ever pray.

W. W. White
by counsel -

H. T. Burgess p.q.

State of Virginia, County of Nansemond, to wit:-
W. W. White the complainant named in the forgoing bill being duly sworn says that the statements and allegations therein contained are true except so far as they are therein stated to be made upon on information he believes them to be true.

W. W. White

Subscribed and sworn to before me this 24th. day of April 1909.

James H. Burgess -
Notary Public

Exhibit "A"

# Deed of Trust.

Atkins & wife

To

W. W. White's Trustee

Trustee for

Admitted to Record this 8th day of

October, 1907

Recorded in D. B. # 11 Page # 157

Examined and Verified.

, Clerk.

By , D. C.

David

$

Tax $2.00

Fee $1.25

$3.25 paid

1

COUNTY OF , To-wit:

In the office of the Clerk of the Circuit Court for the County of ,

the day of , 190 , this deed was presented, and,

with the certificate annexed, admitted to record.

Teste:

, Clerk,

By , D. C.

**This Deed,** Made this 7th. day of Oct. &208. , in the year one thousand nine hundred and Eight , between Thomas T.Atkins and Christina Atkins (his wife) [illegible] , part of the first part, and

B. F. Britt Trustee

, party of the second part—

**Witnesseth:** That said parties of the first part do grant unto the said party of the second part, with general warranty, the following property, to-wit:

All of a certain parcel of land(and buildings thereon) containing one fourth of an acre, lying in the town of Boykins, Va. situated on the South side of the Seaboard Air Line, commencing fifty feet from the center of track of the Seaboard Air Line and the North East corner of the land of the Deloatche Manufacturing Co. thence a South course along the line of said Deloatche Mfg. Co. one hundred and forty seven feet thence in East course on line of lot of said Deloatche Mfg. Co. seventy five feet, thence a North course one hundred and forty seven feet to line of said Seaboard Air Line, thence a West course seventy five feet along said Seaboard Air Line to point of beginning, For further particulars reference is had to deed from B.R.Bryant and Kate F.Bryant to H.K.Deloatche dated January 22ond.1908. also Franchise &c for Electric Light Plant granted H.K.Deloatche by the town of Boykins Va. and later conveyed to me by the said H.K.Deloatcheone engine and boiler, all poles, lines, wires and other attachments belonging there to(in the town of Boykins, Va.)one Generator and switch boards, one saw mill, tools and MATERIAL of every description now in hand or will be in hand for the purpose the said plant or saw mill. In trust to secure to W. W. White the payment of a debt amounting to two thousand dollars ($2000.00) due by note dated Oct. 7th. 1908. payable sixty days after date at the Bank of Boykins, Boykins Va. with privilege of renewals from time to time until paid in full.

In the event that defalt shall be made in the payment of the said debt, principal or any installment of interest, when due and payable, then the trustee, on being requested so to do by W.W.White, executors, administrators or assigns, shall sell the property hereby conveyed. And it is coventanted and agreed between the parties aforsaid, that in case of a sale the sameshall be made after first advertising the time, place and terms thereof for twenty days (20) in five public places in Southampton Co. Va. And upon the

~~In Trust~~ to secure to W. W. Clark

~~the payment of a debt~~

~~amounting to~~ Five thousand dollars

following terms, to-wit: for cash as to so much of the proceeds as may be necessary to defray the expences of executing this trust, including a trustees commissions 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 exectors, administrators or assigns shall prescribe or dfect, or in case case of their failure to give such direction, 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 ~~If no default be made in the payment of the said debt as 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 cost and charges. Witness the following signatures and seals.~~

In the event that default shall be made in the payment of the said debt, principal or any instalment of interest, when due and payable, then the Trustee, on being required so to do by

executors, administrators, 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

and upon the following terms to-wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's 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 part of the first part, executors, administrators, or assigns, shall prescribe or direct, or, in case of failure to give such direction, at such time and in such manner as the said Trustee shall think fit.

The said part of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as or 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 $ for the further protection of the said or assigns; and in the event of failure to do so, then the Trustee, or the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

If no default be made in the payment of the said debt or insurance premiums, then, upon the request of the part of the first part, a good and sufficient deed of release shall be executed to at own proper cost and charges.

Witness the following signature and seal

Thos. T. Atkins {SEAL}

Christina Atkins {SEAL}

{SEAL}

{SEAL}

STATE OF VIRGINIA,
County of Southampton } To wit:

I, E. B. Bealow, a Notary Public's for the county aforesaid, in the State of Virginia, do certify that Thos. T. Atkins and Christina Atkins whose names are signed to the writing hereunto annexed, bearing date the 7 day of October, 1908, have acknowledged the same before me in county aforesaid.

My term of office expires on the 7 day of March, 1910

Given under my hand this 7 day of October, 1908

E. B. Bealow
Notary Public's -

MEMO.—To be acknowledged before a Justice, Notary Public, or Commissioner in Chancery.

Virginia :

In the clerk's Office of Southampton circuit court, October 8th. 1908. This deed was presented and with the certificate annexed. Admitted to record

Teste. B. F. M'Lemore Clerk

By. P. H. M'Lemore D.C.

Report of E. B. Bestow
Auditor,

N. N. White

vs.

Thos. J. Atkinson et al.

1909. July 19. filed

JAMES U. BURGES,
ATTORNEY AT LAW,
POST OFFICE BUILDING,
SUFFOLK, VA.

ALVAH BUSHNELL CO., LAW STATIONERS, 942 MARKET ST., PHILADELPHIA, PA.

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA.

W. W. White.....Plaintiff.

vs.

Thomas T. Atkins.....Defendant.

TO THE HONORABLE JAMES L. MCLEMORE, JUDGE OF SAID COURT:

The undersigned receiver, E. B. Beaton, respectfully submits the following report:

That as directed by a decree entered in this cause on the 24th day of April, 1909, he entered upon the duties of receiver on the 26th day of April, 1909, and took possession of the electric light plant owned by the defendant; that said plant was not being operated; and that there was no money in his hands; he, therefore, negotiated a loan of the sum of one hundred dollars from the Bank of Boykins, Boykins, Virginia, giving his note therefor, dated May 3rd, 1909, payable sixty days after date; that with the proceeds from said loan and the proceeds arising from the sale of lights he has been able to operate said plant, pay all the expenses of the receivership, and now has a balance of eighty-nine dollars deposited to his credit as receiver in the said Bank of Boykins, and herewith submits an itemized statement of all receipts and disbursements as follows:

Receipts.

| 1909. | | |
|---|---|---|
| May 3rd, Received from Bank of Boykins, | $100.00 | |
| May 3rd, Received from lights, Apr. 26th to 30th, inclusive, | 27.46 | |
| June 1st, Received for lights, May, | 119.45 | |
| June 17th, Received for sale of oil cans, | 1.45 | |
| July 1st, Received lights, June, | 121.15 | |
| July 1st, Received forwood sold W.H.Gray, | 13.14 | |
| | | $382.65 |

## Disbursements.

| | | |
|---|---|---|
| 1909. | | |
| May 1st, | To James Scott, fixing engine, Apr. 26th to 30th, inclusive, | $3.33 |
| " " | To C. E. Minnfree 6 cords of wood at $2.25, | 13.50 |
| " " | To E. P. Moore, hauling cardwood, | 3.00 |
| " 3rd, | To Hanel Printing House, 2 receipt books, | 1.25 |
| " 3rd, | To W. A. Buckard & Co. 4 fuses, | 1.80 |
| " 3rd, | To discount on $100.00 note, | 1.33 |
| " 4th, | To W. T. Pace, bill oil, | 1.85 |
| " 4th, | To E. B. Lassiter 11-1/2 cords wood, | 11.50 |
| " 5th, | To W. W. White, mdse, | 1.00 |
| " 5th, | To C. F. Carlton, frt. bill, | 5.65 |
| " 8th, | To E. B. Lassiter 12-1/3 cords wood, | 10.66 |
| " 8th, | To E. P. Moore, hauling car wood, | 3.00 |
| " 15th, | To C. F. Carlton, frt. bill, | 6.32 |
| " 20th, | To W. A. Buckard & Co. | 1.50 |
| " 24th, | To C. F. Carlton, frt. bill, | 5.25 |
| " 24th, | To H. J. Pruden work on street lamps, | .50 |
| " 25th, | To E. P. Moore hauling car wood, | 3.00 |
| " 26th, | To Farmers' Grinding and Milling Co. | 10.00 |
| June 1st, | To James Scott, | 20.50 |
| " 3rd, | To E. B. Lassiter, 1 car wood, | 12.00 |
| " 3rd, | To E. P. Moore, hauling car wood, | 3.00 |
| " 4th, | To C. F. Carlton, frt. bill, | 5.52 |
| " 10th, | To Farmers' Grinding & Milling Co. | 13.00 |
| " 10th, | To Albert Whitfield 1-3/5 crds wood, | 3.20 |
| " 11th, | To E. P. Moore, hauling car wood, | 3.00 |
| " 14th, | To C. F. Carlton frt. bill, | 5.50 |
| " 16th, | To W. T. Pace, oil and cans, | 1.30 |
| " 26th, | To C. E. Minnfree 9-1/4 cords wood, at $2.00, | 18.50 |
| July 1st, | To James Scott fixing engine, | 20.00 |
| July 1st, | To check to Bank of Boykins, | 100.00 |
| July 1st, | To Boykins, Va., Postoffice, | .79 |
| July 2nd, | To expenses of trip to Suffolk to make report and consult counsel for receiver, | 1.90 |
| | | $293.65 |

E. B. Lassiter
Supervisor.

| | |
|---|---|
| Receipts..... | $382.65 |
| Disbursements..... | 293.65 |
| Balance on hand..... | $89.00 |

Vouchers for all disbursements are hereto attached and made a part of this report.

Your receiver further reports that all of the property which was in his hands as receiver was sold by B. F. Britt, trustee, under a deed of trust, on the 26th day of June, 1909, and purchased by one W. H. Gray; that under an agreement with the said W. H. Gray, all of said property was turned over to him as of the 1st day of July, 1909, subject to the confirmation of this honorable court.

All of the indebtedness of the receivership has been paid, including the sum of $100.00 above mentioned, which was borrowed from the Bank of Boykins, Boykins, Virginia, except such compensation as may be allowed by this Court to your receiver, and to James U. Burges, attorney-at-law, who has acted as counsel for such receiver.

Your receiver further reports that there has been filed with him the following claims or accounts against said Thomas T. Atkins, trading as the Boykins Electric Light Company:

| | |
|---|---|
| Balance due Town of Boykins (bond) | $9.75 |
| Balance due W. T. Pace (account) | 11.80 |
| Balance due Robinson Nelson Co. (acct) | 4.64 |

Said bond and accounts are herewith returned and made a part of this report.

Respectfully submitted.

E. B. Beaton

Receiver.

White

al. } Deed

Atkinson et al.

Enter: July 19. 1904

James U. Burges

Entered - C. O. B.

Page 45.

JAMES U. BURGES,
ATTORNEY AT LAW,
POST OFFICE BUILDING,
SUFFOLK, VA.

ALVAH BUSHNELL CO., LAW STATIONERS, 646 MARKET ST., PHILADELPHIA, PA.

8

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA.

W. W. White.....Complainant.

vs.

Thomas T. Atkins et al.....Defendants.

This cause came on this day to be again heard on the papers formerly read and on the report of E. B. Beaton, receiver, this day filed by leave of Court, and also the report of sale of B. F. Britt, trustee, under a deed of trust from Thomas T. Atkins and wife conveying the property in the bill and proceedings mentioned to the said B. F. Britt, trustee for W. W. White, which said report was also this day filed by leave of Court, and was argued by Counsel.

On consideration whereof, it appearing to the Court that the property in the bill and proceedings mentioned has been sold under the provisions of the deed of trust set out and described in said bill and proceedings for the sum of two thousand dollars, and that possession thereof has been delivered to the purchaser, W. H. Gray, subject to the confirmation of this Court, the Court doth ratify, approve and confirm said sale, and doth adjudge, order and decree that B. F. Britt, trustee as aforesaid, do collect from said W. H. Gray the sum of two thousand dollars, the purchase price of said property, and execute and deliver to him a good and sufficient deed with special warranty conveying the property so sold.

And said B. F. Britt, trustee as aforesaid, is directed to report to Court his proceedings under this decree as well as the distribution of the proceeds so received by him.

And it further appearing to the Court from the

transactions of said E. B. Beaton, receiver, that all of the expenses of the receivership have been paid as shown by proper vouchers accompaning said report;that he now has in his hands a balance of eighty-nine dollars; that he has delivered possession of the property to said W. H. Gray, the purchaser, subject to the confirmation of this Court, the Court doth ratify, approve and confirm the said report, and doth adjudge, order and decree that the said E. B. Beaton, receiver, do retain the sum of $50.00 as compensation for his services as such receiver; pay the costs of this suit and pay to B. F. Britt, trustee such balance as may remain in his hands to be credited on the lien indebtedness secured by said deed of trust.

And this cause is continued.

Report of D. F. Britt, Trustee.

D. N. White

vs.

Thos. T. Atkins et al

1909 July 19. filed

JAMES U. BURGES,
ATTORNEY AT LAW,
POST OFFICE BUILDING,
SUFFOLK, VA.

ALVAH BUSHNELL CO., LAW STATIONERS, 942 MARKET ST., PHILADELPHIA, PA.

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA.

W. W. White.....Plaintiff.

vs.

Thomas T. Atkins.....Defendant.

To the Honorable James L. McLemore, Judge of said Court:

The undersigned, B. F. Britt, trustee, under a a deed of trust from Thomas T. Atkins and Christiana Atkins, his wife, bearing date on the 7th day of October, 1908, and duly recorded in Trust Deed Book No. 11, page 157, respectfully reports that at the request of the beneficiary therein named he has sold the property therein conveyed, at public auction, after having advertised the time, place and terms of sale in the mode prescribed by said deed of trust. That at said sale W. H. Gray became the purchaser, having made the highest bid therefor, to-wit: the sum of two thousand dollars. The property sold is described in said deed of trust as follows:

All of a certain parcel of land and the buildings thereon, containing one-fourth of an acre, lying in the town of Boykins, Virginia, situated on the South side of the Seaboard Air Line Ry. commencing fifty feet from the center of the tracks of the Seaboard Air Line Ry. and the North-east corner of the land of the Deloache Mnf. Company; thence a South course along the line of the Deloache Mnf. Company one hundred and forty-seven; thence in an East course in the line of the said DeLoache Mnf. Company seventy-five feet; thence a North course one hundred and forty-seven feet to the line of said Seaboard Air Line Ry.; thence a West course seventy-five feet along said Seaboard Air Line Ry. to the point of beginning, also franchise for electric light plant granted H. K. DeLoache by the town of Boykins, Va., and later conveyed to said Thomas T. Atkins by the said H. K. Deloache together with one engine and boiler, all poles, lines, wires, and other attachment belonging thereto (in the town of Boykins, Va.) one generator and switch board, one saw-mill, tools and material of every description then or afterwards in hand for the use of the said plant or saw-mill.

The undersigned trustee being informed that said property, so sold, was at the time of said sale, in the ppssession of E. B. Beaton who was appointed receiver therefor

by the Circuit Court of Southampton County in the chancery cause of W. W. White vs. Thomas T. Atkins et al has declined to make a deed therefor until said sale has been duly con - firmed by this honorable court.

Respectfully submitted,

B. F. Britt (Trustee)

**Know all Men by these Presents,** That we E. B. Beaton and W. W. White are held and firmly bound unto the Commonwealth of Virginia, in the sum of Fifteen Hundred 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 the bonds of this State. Sealed with our seals, and dated this 26th day of April one thousand nine hundred and nine.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound E. B. Beaton shall faithfully perform the duties of his office or trust, as Receiver under decree of the Circuit Court of the County of Southampton pronounced on the 24th day of April, 1909, in the suit therein depending under the name and style of W. W. White & Thomas J. Atkins and Christiana Atkins, his wife.

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

Signed, sealed and acknowledged in the presence of

E. B. Beaton [SEAL]

W. W. White [SEAL]

[SEAL]

In the Clerk's Office of the Court of the of

This day

suret on the above bond, made oath before me, , Clerk of the Court of the of that estate, after the payment of all just debts, and those for which bound as securit for others and expect to have to pay worth the sum of dollars.

Given under my hand, this day of , 19

Clerk.

EVERETT WADDEY CO.
RICHMOND, VA.

W. H. White

v

Thos. J. Atkins, et. al. } Stat. of Costs -

1909 - April 26 - Summons 25 ~ 2 Copies @ 13. 26 -

Filing bill 15 - Rest. 18 - Atty 10

Sheet 18 - Rules 1.00 - Entering return 35 ~

Decree 36 ~ Taking & filing 2 Bonds @ 1.45 - 2.90

Taxing Costs 40 ~ filing 4 Reports @ 15 ~ 60 ~

2 Decrees @ 36. 72 ~ filing away papers 25 ~

| | |
|---|---|
| Clerk | $ 6.07 |
| Sheriff | 0.00 |
| Law Jr. | 16.50 |
| | $ 22.57 |

1

Know all Men by these Presents, That we W. W. White and E. B. Beaton are held and firmly bound unto the Commonwealth of Virginia, in the sum of Five Hundred 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 the bonds of this State. Sealed with our seals, and dated this 26th day of April one thousand nine hundred and 1 nine.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound W. W. White shall faithfully perform the duties of his office or trust, as Complainant in the Suit in Chancery between W. W. White & Thos. J. Atkins et als - under decree of the Circuit Court of the County of Southampton pronounced on the 24th day of April, 1909, in the suit therein depending under the name and style of W. W. White & Thomas J. Atkins and Christiana Atkins, his wife

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

Signed, sealed and acknowledged in the presence of

W. W. White [SEAL]

E. B. Beaton [SEAL]

[SEAL]

In the Clerk's Office of the Court of the of

This day

suret on the above bond, made oath before me, , Clerk of the Court of the of that estate , after the payment of all just debts, and those for which bound as securit for others and expect to have to pay worth the sum of dollars.

Given under my hand, this day of , 19

Clerk.

White
et. } Final report of Receiver
Atkins et al

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA.

W. W. White.....Complainant.

vs.

Thomas T. Atkins et al.....Defendant.

The undersigned, E. B. Beaton, receiver, respectfully reports that as authorized and directed by a decree heretofore entered in this cause on the 19th day of July, 1909, he has paid the costs of this suit amounting to $22.57; retained the sum of $50.00 allowed as compensation for services as receiver; and paid over to B. F. Britt, trustee, the sum of $ Sixteen 43/100 Dollars. the balance in hand, to be credited on the lien indebtedness secured by said deed of trust.

Respectfully submitted.

E. B. Beaton
Receiver.

Courtland, Va., July 12" 1909

Mr W. H. White & J. J. Atkins et al.

Chancery.

To B. F. McLEMORE, Dr.,

## Clerk of The Circuit Court of Southampton County.

| | | |
|---|---|---|
| Clerk's fees | Paid. | $ 6.07 |
| Law & Eq | Paid - | 16.50 |
| | | $ 22.57 |

B. F. McLemore

Received July 15. 09. of
E. B. Beaton Receiver
Boyd Kiss Electric light plant
Sixteen 42/100 Dollars balance
in hands after paying all
Expenses and cost of
Receivership

B. F. Britt Trustee
for - Co Co Whites

July 19, 1909

Received of B. F. Bell, trustee One dollar for release, lot and electric light plant under deed of trust from Thomas V. Atkins to me as trustee for W. W. White

B. R. Betts
Trustee —

July 19, 1909.

Received of B. F. Bell trustee fifty cents for writing and posting advertisements of electric light Plant under deed of trust from Thomas V. Atkins to B. F. Bell trustee —

W. W. White

July 19, 1909.

Received of B. F. Bell trustee two dollars for writing trustees deed from B. F. Bell trustee to W. H. Gray conveying electric light plant sold under deed of trust.

S. H. Burgess —

July 1909.

Received of B. F. Bell trustee Nineteen Hundred and two dollars and ninety three cents on account of debt due me by bond secured by deed of trust to B. F. Bell trustee conveying electric light plant at Boykins. Said amount being paid me under decree rulend this day in the

in the Chancery cause of W. W. White
vs Thomas M. McKee et als—

W. W. White

July 1 1909.

M E. B. Beaton Prem'r

To Boyce. Va. Post offic. Dr.

Terms:

| | | | | | |
|---|---|---|---|---|---|
| June | 1 | 1 Pkge Stamped Envelopes | | 54 | |
| | | 1 Pkge. Postal Cards | | 25 | 79 |

Rec'd Payment
E. B. Beaton P. M.
July 1 1909.

190

Mr E B Beaton Receiver

Boyklins Light Plant

To James Scott Dr.

Terms:

| | | | | | |
|---|---|---|---|---|---|
| July | 1 | To Firing Enjine Light Plant June | | | $20 00 |
| | | Received Payment July 1. 09. | | | |
| | | James Scott | | | |

June 23 1909

Mr E B Beaton Receiver

Boyklins Light Plant

To C. E. Munzee Dr.

Terms:

| | | | | | |
|---|---|---|---|---|---|
| | | To 9¼ Cords oak wood 2.00 Crd. | | | 18.50 |
| | | Reed Payment June 26 09. | | | |
| | | C E Munzee | | | |



# W. T. PACE,

WHOLESALE AND RETAIL **Hardware.**

SASH, DOORS AND BLINDS.
PAINTS, OILS, FARM IMPLEMENTS, WIRE AND IRON FENCING.

SEWER AND STEAM PIPES AND FITTINGS
PUMPS AND WELL SUPPLIES
STOVES AND TINWARE
ROOFING AND GUTTERING.
CUTLERY

Franklin, Va., June 4, 1909

Sold to Mr. E. B. Beaton Terms: Boykins, Va.

| | | | | |
|---|---|---|---|---|
| 3 | Gals. Engine Oil | 30 | .90 | |
| 1 | Can | | .40 | |
| | | | | 1.30 |

Receipt-Return

W. T. PACE.
JUN 4 1909
Per

133

No. Due July 3 1909

$ 100.00

Boykins, Va., May 3 1909

days after date, I promise to pay to the order of Bank of Boykins negotiable and payable, without offset, at

BANK OF BOYKINS
INCORPORATED
BOYKINS, VIRGINIA

one Hundred DOLLARS,

for value received, with costs of collection or any attorney's fees, if incurred, in case payment shall not be made at maturity; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

E. B. Beaton President
Boykins Light Plant

100M. Trip. Foldovers. 17967 General Manifold Co. Form 12.

No. 1. **FREIGHT BILL.** Pro. 37

M E B Boatright Station, Franklin 6/2 1909

## To SEABOARD AIR LINE RAILWAY. Dr.

S. DAVIES WARFIELD, R. LANCASTER WILLIAMS
AND E. C. DUNCAN, RECEIVERS.

| | For Transportation on Following Articles, viz.: | Weight | Class | Rate | Freight and Charges | |
|---|---|---|---|---|---|---|
| From Franklin | 1 Car Oil | 30 | | | | 25 |
| W. B. No. 60 | | | | | | |
| Date W. B. 6/4 | | | | | | |
| Car SAL 25722. | | | | | | |
| Shipper | | | | | | |
| Original Shipping Point. | | | | | | |

In case claim is made for loss, damage or overcharge, this Bill, together with Bill Lading, must be presented with claim.

Paid 6/12 C F Hamm Agent.

100M. Trip. Foldovers. 17967 General Manifold Co. Form 12.

No. 1. **FREIGHT BILL.** Pro. 37

M E B Boatright Jr Receiver Station, Rockyford 6/10 1909

## To SEABOARD AIR LINE RAILWAY, Dr.

S. DAVIES WARFIELD, R. LANCASTER WILLIAMS
AND E. C. DUNCAN, RECEIVERS.

| | For Transportation on Following Articles, viz.: | Weight | Class | Rate | Freight and Charges | |
|---|---|---|---|---|---|---|
| From Rockyford | 7 Cords Pine Slab Wood | 60000 | | | 5 | 25 |
| W. B. No. 29 | | | | | | |
| Date W. B. 6/9 | | | | | | |
| Car 6/7/0199 | | | | | | |
| Shipper | | | | | | |
| Original Shipping Point. | | | | | | |

In case claim is made for loss, damage or overcharge, this Bill, together with Bill Lading, must be presented with claim.

Paid 6/12 C F Hamm Agent.

Received June 11th 1909 of
E. B. Beaton Receiver Boyklins Light
Plant Three dollars for
hauling one car load wood.

E. P. Moore

190

Mr E B Beaton Receiver

Boyklins Light Plant

To Albert Whitfield Dr.

Terms:

1909

| | | | | | |
|---|---|---|---|---|---|
| June | 10 | To 1 3/5 Cds ~~eat wood~~ @ 2.00 | | | 3 20 |

Received Payment

Albert Whitfield

Rich Square, N. C., June 9, 1909.

Mr. E. B. Beaton Receiver Boykin Light Plant
Boykinton Va.

BOUGHT OF

**Farmers Ginning & Milling Company.**

| | | |
|---|---|---|
| to 13 Cords of Wood @ 1.00 | | $13.00 |
| This Car is loaded heavy and is a large car. It is all staples and very nice wood. | | |

Receipt & Return

Receiving Payment
June 10 1909
By J A Conner

100M. Trip. Foldovers. 17967 General Manifold Co. Form 12.

No. 1. **FREIGHT BILL.** Pro. 6.

M E D Beaton Receiver Station, 6/2 1907

## To SEABOARD AIR LINE RAILWAY. Dr.

S. DAVIES WARFIELD, R. LANCASTER WILLIAMS AND E. C. DUNCAN, RECEIVERS.

| | For Transportation on Following Articles, viz.: | Weight | Class | Rate | Freight and Charges | |
|---|---|---|---|---|---|---|
| From Potecasi | 10 ft. Wood | | | | | |
| W. B. No. 2. | | | | | | |
| Date W. B. 6/1 | A L & C | 60000 | | | 2 52 | |
| Car AC 26255. | 7½ Cords | | | | | |
| Shipper | | | | | | |
| Original Shipping Point. | | | | | | |

In case claim is made for loss, damage or overcharge, this Bill, together with Bill Lading, must be presented with claim.

Paid 6-4 Carlton Agent.

Received June 3. 1909 of
E. B. Beaton Receiver Boykins Light
Plant- Three Dollar for
hauling One Car Wood

E. P. Moore

190

Mr. E. B. [redacted] Receiver:

Bay Kiss Light Plant

To E. B. Lassiter Dr.

Terms:

| | | | |
|---|---|---|---|
| June | 2. | 1 Car Slab Wood. | $ 13 00 |

Received Payment.

E. B. Lassiter

Receipt this bill and return to me.

E B L

E B Beaton Receiver
Boykins Light Plant

1909 To James Scott Dr.

June 1 — To Services running
Plant Month of May $20.00
Extra work on Street lights 50
20.50

Recd Payment
James Scott

Rich Square, N. C., May 26, 1909.

Mr. E B Beaton Receiver Boy Kills Light Plant

Boykins Va.

BOUGHT OF

**Farmers Ginning & Milling Company.**

| | | |
|---|---|---|
| 1909 | | |
| May 21 | 1 one car of slab wood | $11.00 |

Receipt & Return

Paid. May 27 1909

FARMERS GINNING & MILLING CO.

By J. A. Bowers
Sec. & Gen'l Mgr.

E B Beaton Receiver

Boyklins Light Plant

1909 To H. J. Pondue

May 24. Work on Street lamps 50 ¢

Reed Payment

H. J. Pondue

E B Beaton Receiver

Boyklins Light Plant

1909 To E. P. Moore

May 25. Hauling 1 card wood $3.00

Reed Payment

E. P. Moore

100M. Trip. Foldovers. 7967 General Manifold Co. Form 12.

No. 1. **FREIGHT BILL.** Pro 176

Station, 5 22 1909

M E D Boyette Receiver

# To SEABOARD AIR LINE RAILWAY, Dr.

S. DAVIES WARFIELD, R. LANCASTER WILLIAMS AND E. C. DUNCAN, RECEIVERS.

| | For Transportation on Following Articles, viz.: | Weight | Class | Rate | Freight and Charges | |
|---|---|---|---|---|---|---|
| From Richdale | 7 Car Pine Stakes wood | 60 000 | | | 2 | 25 |
| W. B. No. 96 | | | | | | |
| Date W. B. 5/21 | | | | | | |
| C. A. L 13136 | | | | | | |
| Shipper | | | | | | |
| Original Shipping Point. | | | | | | |

In case claim is made for loss, damage or overcharge, this Bill, together with Bill Lading, must be presented with claim.

Paid 5/24

E. F. Carter Agent.

W. A. BURCKARD, Pres't & Gen. Mgr.
E. T. HENDERSON, Sec. & Treas.
CHAS. SORRELL, Vice-President

Southern States Phone 1820
Southern Bell Phone 1565

L-F

*Norfolk, Va.,* May 13, 1909. *190*

*M* Mr. E. B. Beaton, Rec'r, Boykins, Va.

# *To* Wm. A. Burckard Company, *Dr.*

INCORPORATED

DYNAMOS :: MOTORS
*and* SWITCHBOARDS
Estimates Furnished

## Electrical Construction and Supplies

78-84 COMMERCE STREET

ELECTRIC LIGHTING
PLANTS INSTALLED
WIRING *of* ALL KINDS

Terms_____ Our Order No. S-5751 Youf Order No._____

| | |
|---|---|
| 4- Cutter Streethood Sockets- | $1.50 |

Receipt & Return

RECEIVED PAYMENT,
Date 5/21/09
WM. A. BURCKARD CO., INC.
THANKS

200,000-3-13-1909—T.P.Co.

MONEY ORDERS SOLD ON ALL POINTS.
CHEAP AND CONVENIENT.

FORM 17—BILL HEAD.

# SOUTHERN EXPRESS COMPANY.

(INCORPORATED)

**EXPRESS FORWARDERS TO ALL PARTS OF THE COUNTRY.**

Receives and Forwards Gold, Silver, Bullion, Currency, Valuable Packages and Freight in Charge of Competent Special Messengers.
Connects with responsible Express Companies for all parts of the United States and Canada.

Bay View 5/13— 1909

G B Beach Receiver

## To THE SOUTHERN EXPRESS COMPANY, Dr.

For Transportation on 1 82

From South Bend— to Bay View Va

$ 8 80

Advanced Charges. . . . . $

Received Payment for Southern Express Company. C. P. Carver

$

100M. Trip. Foldovers. 17967 General Manifold Co. Form 12.

No. 1 **FREIGHT BILL.** Pro. 63

Station, 579 190

M. C. B. Beaton Receiver

## To SEABOARD AIR LINE RAILWAY, Dr.

S. DAVIES WARFIELD, R. LANCASTER WILLIAMS AND E. C. DUNCAN, RECEIVERS.

From Potassi

W. B. No. 18

Date W. B. 5/7

Car NC 49 185

Shipper

Original Shipping Point.

| For Transportation on Following Articles, viz.: | Weight | Class | Rate | Freight and Charges |
|---|---|---|---|---|
| 10 L Sawed | 66000 | | | |
| 7/8 Coals | | | | 5 55 |
| S A L | | | | |

In case claim is made for loss, damage or overcharge, this Bill, together with Bill Lading, must be presented with claim.

Paid 5/15

C. Hoover Agent.

E B Beaton Receiver

1909 To E. P. Moore Dr

May 8. To hauling 1 car wood $3.00

Received Payment

E. P. Moore

E. B. LASSITER,

MANUFACTURER OF

N. C. ROUGH AND DRESSED KILN DRIED LUMBER.

Roleeasi, N. C., 5/8, 1909.

Mr E B Beaton

Buy Kindly

Receipt

Enclosed

You will find bill

of Lading for Car Stock

Mdse.

6/3 Crade Gum 75c $45

5-4 " Poin 1w $45

10.66

Receipt & Statement check is all

O.K.

Yours truly

E B Lassiter

Receipt of E B Beaton Clk of

$10.66 in full for the above account

this 5/10/09. E B Lassiter

MONEY ORDERS SOLD ON ALL POINTS. CHEAP AND CONVENIENT.

FORM 17—BILL HEAD.

# SOUTHERN EXPRESS COMPANY.

(INCORPORATED)

**EXPRESS FORWARDERS TO ALL PARTS OF THE COUNTRY.**

Receives and Forwards Gold, Silver, Bullion, Currency, Valuable Packages and Freight in Charge of Competent Special Messengers. Connects with responsible Express Companies for all parts of the United States and Canada.

E B Beaton Beaver 5-1 1907

## To THE SOUTHERN EXPRESS COMPANY, Dr.

For Transportation on Pa

From Norph to

$ 75

Advanced Charges, . . . . . $

Received Payment for Southern Express Company, C A Bacon

$

100M. Trip. Foldovers. 17967 General Manifold Co. Form 12.

No. 1. **FREIGHT BILL.** Pro. 1

Boykins Va Station, 5 7 4 1909

M. C B Dalton Receiver

## To SEABOARD AIR LINE RAILWAY, Dr.

S. DAVIES WARFIELD, R. LANCASTER WILLIAMS
AND E. C. DUNCAN, RECEIVERS.

| | For Transportation on Following Articles, viz.: | Weight | Class | Rate | Freight and Charges |
|---|---|---|---|---|---|
| From Franklin | 1 Car oil | 30 | | | 2 25 |
| W. B. No. 30 | | | | | |
| Date W. B. 5/3 | | | | | |
| Car 12654999 | 5 15 | | | | |
| | 2 25 | | | | |
| Shipper | 2 25 | | | | |
| Original Shipping Point. | $ 5,6 5 | | | | |

In case claim is made for loss, damage or overcharge, this Bill, together with Bill Lading, must be presented with claim.

Paid 5/3/09 C T Bacon Agent.

100M. Trip. Foldovers. 17967 General Manifold Co. Form 12.

No. 1. **FREIGHT BILL.** Pro. 20/

Boykins Va Station, 4/29 1909

M. C B Dalton Receiver

## To SEABOARD AIR LINE RAILWAY, Dr.

S. DAVIES WARFIELD, R. LANCASTER WILLIAMS
AND E. C. DUNCAN, RECEIVERS.

| | For Transportation on Following Articles, viz.: | Weight | Class | Rate | Freight and Charges |
|---|---|---|---|---|---|
| From Otecast | 1 Car Slab wood | 60.000 | | | ~~$ 11~~ |
| W. B. No. 60 | | | | | $ 5.15 |
| Date W. B. 4/28 | | | | | |
| Car PUC 13162 | | | | | |
| Shipper | | | | | |
| Original Shipping Point. | | | | | |

In case claim is made for loss, damage or overcharge, this Bill, together with Bill Lading, must be presented with claim.

Paid 5/5 09 C T Bacon Agent.

Boykins, Va., May 5 1905

M E. P. Becton Rieves Boykins Light Plant.

# Bought of W. W. WHITE,

Dealer in...

## Dry : Goods, : Notions, : Boots, : Shoes,

...AND COUNTRY PRODUCE...

Terms:.....

*PEANUTS A SPECIALTY.*

| | | | | |
|---|---|---|---|---|
| April | 26 | 2 | 1/2 Black | 90 |
| " | 29 | 2 | Gasaline | 01 |
| May | 4 | 1 | Bar Soap | 05 — $1.00 |

Paid May 5. 09

W. W. White

1272

11 50

Received of
E B Beatty [illegible]
[illegible] Eleven Dollars and
fifty Cents for Cor
of Lab Nos
this 1st May 1909
E B Lackey



# W. T. PACE,

WHOLESALE AND RETAIL **Hardware.**

SASH, DOORS AND BLINDS.
PAINTS, OILS, FARM IMPLEMENTS, WIRE AND IRON FENCING.

SEWER AND STEAM PIPES AND FITTINGS
PUMPS AND WELL SUPPLIES
STOVES AND TINWARE
ROOFING AND GUTTERING.
CUTLERY

Franklin, Va., May 1, 1909

Sold to Mr. E. B. Beaton, Received,
Terms: Baykins Va

| | | | |
|---|---|---|---|
| 5 | Gas. Engine Oil 25 | 1 25 | |
| 1 | Can. | 60 | |
| | | | 185 |

W. T. PACE.
MAY 4 1909
Per.

Receipt & Return,

W. A. BURCKARD, Pres't & Gen. Mgr.
E. T. HENDERSON, Sec. & Treas.
CHAS. SORRELL, Vice-President

Southern States Phone 1820
Southern Bell Phone 1565

L-F

*Norfolk, Va.*, April 30, 1909. 190

*M* Mr. F. B. Beaton, Rec. Boykins, Va.

# *To* Wm. A. Burckard Company, *Dr.*

INCORPORATED

DYNAMOS :: MOTORS
*and* SWITCHBOARDS
Estimates Furnished

## Electrical Construction and Supplies

ELECTRIC LIGHTING
PLANTS INSTALLED
WIRING *of* ALL KINDS

78-84 COMMERCE STREET

Terms_____ Our Order No. S-5567 Your Order No._____

| | | |
|---|---|---|
| 4- 80- A. Fuses- | | $1.80 |

Receipt & Return.

RECEIVED PAYMENT,
Date 5/4/09
WM. A. BURCKARD CO., INC.
THANKS

$1.33. Received of E. B. Beaton, Receiver for Boykins Electric Light Plant, One 33/100 Dollars, interest on One Hundred Dollars 60 days.

May 3, 1909.

BANK OF BOYKINS, Inc.,

J. H. Martin

Cashier.

Weldon, N. C., May 1st 1907

M. Boykins Light Plant Per E. B. Bealon

# TO HARRELL'S PRINTING HOUSE, Dr. Receiver


**HARRELL'S PRINTING HOUSE,**

WELDON, N. C.

THE ATTENTION *of Merchants, Shippers, Officers and all others* is invited to the facilities which are to be found at HARRELL'S PRINTING HOUSE. For neatness and style it cannot be excelled, while in cheapness it excels all other houses, North or South.

LEGAL BLANKS for Clerks, Registers of Deeds, Sheriffs, Magistrates, and all other County Officers at one-half the prices charged for them at other places.

All kinds of Ruling and Binding a SPECIALTY.

**THE EASTERN SENTINEL,**

*PUBLISHED BY*

**HARRELL'S PRINTING HOUSE**

EVERY SATURDAY MORNING AT

WELDON, — N. C.

**THE RAIL ROAD TICKET,**

WELDON, . . . N. C.

☞ THE RAIL ROAD TICKET IS EMPHATICALLY A RAIL ROAD PAPER.

IT IS NOT ONLY THE BEST ADVERTISING MEDIUM IN THE STATE, BUT THE BEST IN THE SOUTH.


1907

| | | | |
|---|---|---|---|
| Apr | 29 | 2 Receipt Books 100 each & Postage. | $1.25 |
| May | 3 | Received Payment Receipt & Return. | |

Respectfully,
HARRELL'S PRINTING HOUSE

E B Beaton Receives
To E. P. Moore Dr.
May 1. To Hauling Car Load Wood $3.00
Reed Payment
E. P. Moore

Boykins. Va. May 1- 1909.
E. B. Beaton, Receiver
To C. C. Murphy Dr.

[redacted] Cords Wood @ $2.25 $ 13.50
Reed Payment.
C C Murphy

Boykins. Va. May 1- 1909.
E. B. Beaton Receiver
To James Scott Dr.

Running Light Plant from Apr. 26 to 30 Days. $3.33

Reed Payment
5-1-'09 James Scott

I owe and promise to pay unto the Town of Boykins Virginia ($50$) FIFTY DOLLARS, without interest, payable ($5$) per month in lights.

Boykins Electric Light Co.,

By Thos. Atkins Owner

November 12th. '08.



# W. T. PACE,

WHOLESALE AND RETAIL **Hardware.**

SASH, DOORS AND BLINDS.
PAINTS, OILS, FARM IMPLEMENTS, WIRE AND IRON FENCING.

SEWER AND STEAM PIPES AND FITTINGS
PUMPS AND WELL SUPPLIES
STOVES AND TINWARE
ROOFING AND GUTTERING.
CUTLERY

Franklin, Va., May 1, 1909

Sold to Boykins Light, Power, Ice & Mill Co.

Terms:

Boykins, Va.

| | | | | | | |
|---|---|---|---|---|---|---|
| July | 6 | To | 5 Gal Engine Oil | 25 | 1 25 | |
| | | " | 5 " Eye Oil | 35 | 1 75 | |
| | | " | 2 Oil Cans | | 1 20 | |
| Aug | 10 | " | 5 Gal Eye Oil | | 1 75 | |
| | | " | 5 lbs. Gum Packing | | 3 75 | |
| | | " | 2 Gauge Glasses | | 30 | |
| | | " | 1 5 Gal Oil Can | | 60 | |
| | 18 | " | 5 Gal Engine Oil | | 1 25 | |
| | | " | 1 Oil Can | | 60 | |
| Sept | 4 | " | 5 Gal Engine Oil | | 1 25 | |
| | | " | 1 Oil Can | | 60 | |
| | 7 | " | 50 Saw Bits | | 1 60 | |
| | | " | Postage | | 10 | |
| | | | Paid | | | 15 90 |

☞ We take Railroad Company's Receipt for Goods in good order, after which our responsibility ceases and claims for loss or damage must be made on them. We will cheerfully lend our aid in securing payment of claims.

TUNGSTEN and TANTALUM LAMPS

ELECTRIC FIXTURES

A complete line of
ELECTRICAL SUPPLIES

Construction and Repair Work A Specialty

PHONE 6442

Richmond, Virginia May 15th, '09.

M Claim against Boykins Light & Power Co.

Boykins, Va.

Bought of the **Robinson, Nelson & Company**

"EVERYTHING ELECTRICAL"

Seven-Eleven East Main Street

Terms: Subject to sight draft and interest after due.

| | | | | | |
|---|---|---|---|---|---|
| Jan | 21 | 2000' #14 R.C. Wire | 14 | 00 | |
| | | 1 lb. Leader tape | | 35 | |
| | | 200 #5½ knobs | | 80 | |
| | | | 15 | 15 | |
| Mch | 1 | Mdse. received from above concern | 10 | 50 | 4 65 |

All claims for allowance or deductions must be made within 5 days after receipt of goods

# ROBINSON, NELSON & COMPANY,

(CHAS. E. WHITLOCK.)

## "EVERYTHING ELECTRICAL"

711 EAST MAIN STREET.

JOBBERS OF ELECTRICAL SUPPLIES.

RICHMOND, VA. May 15th 1909

Mr. E. B. Beaton,

Boykins, Va.

Dear Sir:-

We are in receipt of a letter from Mr. Thos. Atkins advising us of the failure of his electric plant, and that we can file with you a claim we have against him. We herewith enclose memoranda of account and trust that you will attend to same when convenient.

Very truly yours,

Robinson, Nelson & Company,

Per G. L. Robinson

# W. T. PACE

WHOLESALE AND RETAIL

**Hardware, Sash, Doors and Blinds, Paints, Oils,**

**Farm Implements, Wire and Iron Fencing, Cutlery, Etc.**

Franklin, Virginia, May 4, 1909L

Mr. E. B. Beaton, Receiver,

Boykins, Virginia.

Dear Sir.

Enclosed you will find an invoice for goods shipped to you May 1st, also itemize d account against The Boykins Light, Power, Ice and Milling Company which I wish you would file with your papers.

Thanking you for your business, I am

Yours very truly,

W. T. P A C E.

DWD.

J. U. BURGES,
ATTORNEY AT LAW,
COMMONWEALTH'S ATTORNEY FOR NANSEMOND COUNTY
SUFFOLK, VA.

April 24th. 1909.

Mr. B. F. McLemore, Clerk

Courtland , Virginia,

Dear Sir:-

You will note from the enclosed order that two separate bonds are to be given. One by Mr. White for $500.00 which is the usual injunction bond and the other to be given by the receiver which is made payable to the Commonwealth and conditioned upon the faithful performance of his duties as such receiver.

Yours very truly

James U. Burges

Give Mr. White certified copy order & certificate that proper bond has been given.

B.

White W. W.

Against: | Statement ofRules

Atkins, Thomas T. et, als.

W. W. White,

Against:

Thomas T. Atkins, et als;

1909- April 26th- Process Issued to 1st ~~April~~ May Rules,

1909- 1st ~~April~~ May Rules- Process not returned- Bill filed.

1909- 2nd May Rules- Process not returned: Suit abates:

White ——— Com.
vs.
Atkins ——— Def

Enter, April 24. 1909.
Allen L. McSmore

Entered C.O.B. Page 24.

Order appointing receiver granting injunction

In the Circuit Court of Southampton County, Virginia:

In Vacation, April 24th. 1909.

W. W. White----------Complainant

Vs

Thomas T. Atkins and
Christiana Atkins, his wife----------Defendants.

On motion of complainant, and in accordance with the prayer of the bill, the Court doth appoint E. B. Beaton receiver with authority to take possession of the electric light plant in the town of Boykins described in the papers in this cause owned by Thomas T. Atkins together with all the appurtenances and appliances connected therwith, and doth authorize and empower the said E. B. Beaton as such receiver to operate said plant and furnish current to consumers in accordance with the contract with the town of Boykins and the inhabitants thereof. And the said Thomas T. Atkins is hereby enjoined and restrained from interfering with or molesting the said receiver in the discharge of his duties as herein provided. This injunction shall be effective for the period of sixty days from the date hereof

But before the said complainant shall have the benefit of this order he shall enter into a bond before the Clerk of the court with surety approvedby said clerk in the penalty of $500.00 conditioned as the law directs and before the said receiver shadl do any act under this order he shall enter into a bond before the Clerk of said court, with surety approved by said clerk in the penalty of $1500.00 payable to the Commonwealth and conditioned as the law directs

All which is certified to the clerk of this court to be entered in the Chancery ~~xradrx~~ Order Book.

James L. Whitmore,

White
vs. } Final report of
Atkins Trustee.

1909 July ~~2~~ 22nd Filed JAM

RECORDED - D.B. 53 -
PAGE - 497

Expand.

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA.

W. W. White.....Bomplainant.

vs.

Thomas T. Atkins et al.....Defendants.

The undersigned, B. F. Britt, trustee, respectfully reports that as authorized and directed by a decree heretofore entered in this cause on the 19th day of July, 1909, he has collected the purchase price for, and executed and delivered a deed conveying, the property in the bill and proceedings mentioned, and that in addition to the purchase price received from said property, to-wit: $2000.00, E. B. Beaton, receiver, has paid over to him the sum of $Sixteen 43/100 Dollars to be credited on the lien indebtedness secured by the deed of trust, making the total amount received $2016.43

That said amount so received has been expensed as follows:

To cash received.....$ 2016.43

By cash paid auctioneer.....$ 1 00

By cash paid costs of adv..... 50

By cash paid James U. Burgess, atty. for writing trustee's deed..... 3 00

By cash retained, trustee's coms. 100—

By cash paid W. W. White, on account of debt secured by deed of trust..... 1909.93

$2016 43 $2016 43

Proper vouchers for all disbursements are herewith returned and made a part of this report.

Respectfully submitted,

B. F. Britt

-1909-

✓ White, W. W.

vs.....Final Decree.

Atkins, Thomas J., et al-

Enter July 23. 1909.

James D. McDermott

Entered in Chancery Order
Book No.____, page 48.

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA.

W. W. White.....Complainant.

vs.

Thomas T. Atkins et al.....Defendants.

This cause came on this day to be again heard on the papers formerly read; on the report of E. B. Beaton, heretofore appointed receiver in this cause; and the report of sale of B. F. Britt, trustee under the deed of trust in the bill and proceedings mentioned, which said reports were this day filed by leave of Court, and was argued by Counsel.

On consideration whereof, it appearing to the Court from said reports and vouchers filed therewith that the duties of the said E. B. Beaton, receiver, and the said B. F. Britt, trustee, have been fully performed and that all money received by them has been properly distributed and accounted for, the Court doth ratify, approve and confirm said reports of the said E. B. Beaton, receiver, and the said B. F. Britt, trustee.

And nothing further remaining to be done in this cause, the Court doth adjudge, order and decree that the same be dismissed from the docket.

And the Clerk of this Court is directed to record the account of B. F. Britt Trustee in his proper deed book and index the same as the law requires -