

1927-010 Chancery Causes: National Credit Corporation vs A.
Isle of Wight County W. R. Satner

T. Austin, B. C. Britt +

489

other surnames: [Mitchell
Motor Company], Shugart

J. MELVIN LOVELACE

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

April 11, 1927

Mr. R.A. Edwards,
Isle of Wight, Va.

In re: National Credit Corp.
vs.
W.R. Latimer et als

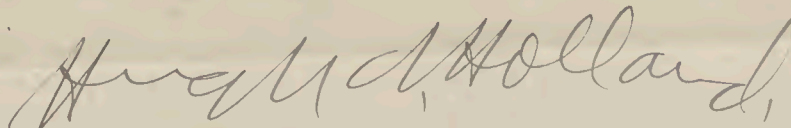
Dear Sir:-

I hand you herewith original decree entered by Judge White in this matter on April 7, 1927. I also enclose original pencil memorandum from Judge White to me, which will explain to you the pencil erasures in this decree made by Judge White. Kindly return enclosed pencil memorandum to me for my files after you have read it.

Self addressed stamped envelope enclosed.

With kind regards, I am,

yours very truly,



HLH/MJ
2 encls.

ROBERT W. ARNOLD
ATTORNEY AND COUNSELLOR AT LAW
WAVERLY, VIRGINIA

April 7, 1927

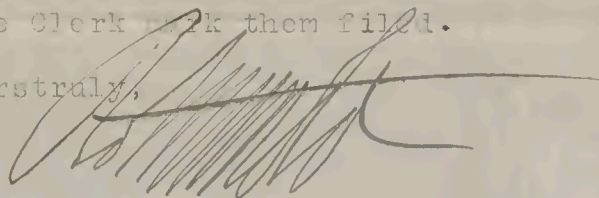
Mr. R. A. Edwards, Clerk,
Isle of Wight Courthouse, Va.

Dear Clerk:

I inclose herewith decree in the case of State
Corporation Commission v The Bank of Walters, entered on
April 1st. I also inclose two reports on which said decree
was entered; also exceptions filed on that day,

I also inclose decree entered on the first day of
April in the case of Arnold, Receiver v F. D. Howell, et al.,
and also report on which said decree was entered. The Judge
did not mark the reports and exceptions filed but I believe
it is his practice that the Clerk mark them filed.

Yours truly,



Robert W. Arnold.

RWA/MS

Clerk's Office
Of Isle of Wight County
R. A. Edwards, Clerk
Isle of Wight, Va.

September 15th, 1926.

Mr. H. L. Molland, Atty.,

Suffolk, Va.

Dear Sir-,

In re N'tl Credit Corp., Vs. Austin, Britt, & Latimer.

When Mr Shugart was here instituting the above suit at which time he made a deposit on same of \$7.50, I did not take into consideration the fact that process had to be served upon all three defendants in addition to repossessing the machine, therefore did not require a sufficient deposit and since I have had to pay Sheriff and Sergeants fees out of the deposit intended for Clerks fees and writ tax amounting to \$3.00 will thank you to forward the enclosed bill on to your clients so that I might be re-imbursed.

Thanking you, I remain, Very Respty,

This is in accordance with Mr Shugart's instructions.

charge
~~copy~~ for

copy of

decree

made 3/5/27

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

January 26th, 1927.

Mr. R. A. Edwards, Clerk,
Isle of Wight, Virginia.

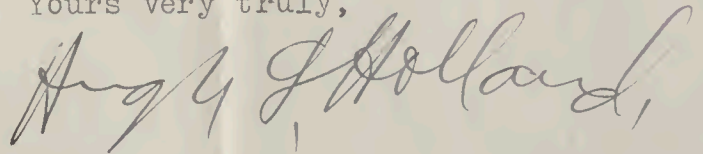
Dear Sir:

In re: Nat'l. Credit Corp.
vs.
W.R. Latimer et als.

I have your notation on the margin of my letter to you. This case has now been set for trial on February 1st, 1927, at 10:30 A.M., in the City Court-room at Suffolk, Virginia.

I will thank you to issue and forward to me subpoenas addressed to the Sergeant of the City of Suffolk for Joseph Morris and H.A. Jones as witnesses for the Complainant. I will have them served by the City Sergeant here.

Yours very truly,

A handwritten signature in dark ink, appearing to read "Hugh L. Holland", written in a cursive style.

HLL/M

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

.....
National Credit Corporation,
v). Forthcoming Bond.
A. T. Austin, B. C. Britt, and
W. R. Latimer.
.....

KNOW ALL MEN BY THESE PRESENTS, that we, W. R. Latimer and C. H. Edwards, are held and firmly bound unto the National Credit Corporation, of Richmond, Virginia, in the just and full sum of \$1700.00 dollars to be paid to the said National Credit Corporation, to which payment we hereby bind ourselves and our heirs, executors and administrators, jointly and severally; and, we hereby waive the benefit of our Homestead Exemption as to this obligation. Sealed with our seals and dated this the 10th., day of September, 1926.

The condition of the above obligation is such that whereas the above named National Credit Corporation hath filed in the Circuit Court of the County of Isle of Wight, State of Virginia, a petition under Code Section 5190, Code of 1919, praying for the possession of a certain Hupmobile Sedan, serial No. A20965, and engine no. A18570, and, where^a the Clerk of the said Circuit Court, R. A. Edwards, has issued a writ directed to the Sheriff of the said County, commanding him to seize for the said National Credit Corporation, the aforesaid Hupmobile Sedan; and, whereas, F. L. Wilson, de-
puty sheriff, deputy for Wm H. Chapman, ^{Sheriff} /of said County, by virtue of said writ, ^{on 10th. day Sept. 1926} hath taken the said Hupmobile Sedan, Serial No. A20965 and Engine No. A18570, into his possession, which said property is the property of the said W. R. Latimer, which is of the true value of nine hundred dol-

lars; and, whereas the amount due thereon is the sum of eight hundred fifty six dollars and seventy five - cents; and the said W. R. Latimer being desirous of keeping the same into his possession; and, whereas the said W. R. Latimer has tendered the said C. H. Edwards as his security in such bond as the law requires, with condition to pay all costs and damages which may be awarded against him in said action, and all damages which may be sustained by any person by reason of the return of said property to him, and to have the property forthcoming to answer any judgement or order of the court respecting the same.

NOW, THEREFORE, if the aforesaid obligors, or either of them, shall pay all costs and damages which may be awarded against the said W. R. Latimer, in said action, and all damages which may be sustained by any person by reason of the return of said property to him, and shall have the said property forthcoming to answer any judgement or order of the court respecting the same, then the above bond to be void, otherwise to remain in full force and virtue.

W. R. Latimer (SEAL).
C. H. Edwards (SEAL).

Witness, B. E. Stephens.

7

Virginia; In the Circuit Court
of Isle of Wight County.

National Credit Corporation,

v). 489

E. T. Austin, B. C. Britt,
and W. R. Deltmer.

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

BALTIMORE

KNOW ALL MEN BY THESE PRESENTS, That, whereas, R. A. Edwards of Isle of Wight, Virginia, as agent and attorney in-fact for the Fidelity and Deposit Company of Maryland, as surety, heretofore executed on the 10th day of September, 1926, a forthcoming bond on behalf of the National Credit Corporation of Richmond, Virginia, versus A. T. Austin, B. C. Britt and W. R. Latimer, said bond being in the penalty of One Thousand Seven Hundred Dollars (\$1700.00) and filed in the Circuit Court of Isle of Wight County, Virginia.

NOW, THEREFORE, in order that no question may be raised as to the sufficiency of the execution of the bond in question, the Fidelity and Deposit Company of Maryland by William R. Bishop, Vice President, and R. W. Worthington, Assistant Secretary, does hereby retify, approve and confirm the execution of the said bond for the National Credit Corporation by said R. A. Edwards as its agent and attorney-in-fact, which bond is more particularly described in the preamble hereof.

IN WITNESS WHEREOF, the Fidelity and Deposit Company of Maryland has caused this instrument to be signed by its Vice-President, attested by its Assistant Secretary and its Corporate Seal to be hereunto affixed, this 29th day of September, 1926.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
by

W. T. Bishop
Vice-President

ATTEST:

R. W. Worthington
Assistant Secretary

Form of bond and Execution

Approved by W. A. Har

National Credit Corporation..... Plaintiff

vs.....Bond of Plaintiff

A. T. Austin, B. C. Britt, and W. R. Latimer.. Defendant.

Know all men by these presents that we, National Credit Corporation and Fidelity & Deposit-Company of Maryland are held and firmly bound unto A.T.Austin, B.C.Britt, and W.R.Latimer, in the full sum of Seventeen Hundred Dollars (\$ 1700⁰⁰) DOLLARS, to be paid to the said A. T. Austin, B. C. Britt, and W. R. Latimer, to which payment we bind ourselves, and our heirs, executors, and administrators, jointly and severally; and we hereby waive the benefit of our homestead exemptions as to this obligation. Sealed with our seals and dated this 10th day of September, 1926.

The condition of the above obligation is such that whereas a suit in chancery ~~an action of detinue~~ is now pending in the Circuit Court of Isle of Wight County, whereas National Credit Corporation is Plaintiff, and A. T. Austin, B. C. Britt, and W. R. Latimer, are defendants, and whereas it is made to appear by the affidavit of the Plaintiff that there is a good reason to believe that the property named in the affidavit will be destroyed, or materially damaged, or injured by neglect, abuse or otherwise, if permitted to remain in the possession of said defendant, W. R. Latimer; and whereas it is also stated in said affidavit that the property claimed by the said National Credit Corporation in said action is One ~~Auto~~ Auto Automobile, of the value of \$856.75, and the affiant verily believes the plaintiff ~~he~~ is entitled to recover the same; and whereas the said plaintiff desires that the clerk of the ~~afforesaid~~ court shall issue an order, directed to the sheriff of the said county of Isle of Wight, directing him to seize the property mentioned in said affidavit and deliver the same to the National Credit Corporation or its agent, and whereas it is required that a bond be executed with sufficient surety, in the sum above named, payable to the defendants, with condition to redeliver the property so seized to the said A. T. Austin, B. C. Britt, and W. R. Latimer, or to the person

from whose possession it was taken, if the right to the ~~property~~ possession shall be adjudged against the said National Credit Corporation and to pay all costs which may be adjudged against the plaintiff in said action, and all damages which may accrue to the defendant, or any other person by reason of the of the seizure of the said property under said order; and whereas the said National Credit Corporation has tendered the said Fidelity & Deposit Co. of Md. as its surety in such bond as the law requires:

Now, therefore, if the aforesaid obligors, or either of them, shall deliver the property so seized to the said A.T. Austin, B. C. Britt, W.R. Latimer, or to the person from whose ~~possession~~ possession, it was taken if the right to the possession shall be adjudged against the said National Credit Corporation, and shall pay all costs which may be awarded against the plaintiff in said action, and all damages which may accrue to the defendants, or any other person, by reason of the seizure of said property under said order, then the said bond to void, otherwise to be in full force and virtue.

National Credit Corp. (Seal)
By S. Mayo Shugart
Fidelity and Deposit Company of Maryland (Seal)
By R. A. Edwards
Attorney-in-Fact

5

#789

National Credit Corporation

vs. Bond.

A. T. Austin, B. C. Britt, and
W. R. Latimer.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

no 9

AUTHORIZED CAPITAL \$1000,000

COMMERCIAL FINANCING



NATIONAL CREDIT CORPORATION

Grace American Building

RICHMOND, VA.

H. MAYO SHUGART
SECRETARY

Sept. 1, 1926.

Mr. Joseph Morris,
%F.W. & H.A. Jones,
Suffolk, Va.

Dear Sir:

We have a copy of your letter addressed to Mr. A.T. Austin in reference to his car.

The writer has just talked to Mr. Austin over the 'phone and he advises that the car was sold by Mr. Britt and that Mr. Britt was to take up the total balance due on the account.

As you know, this is a very serious deal for Mr. Austin to make and unless you get a certified check for \$856.75 immediately, or the deal is entirely called off and the car redelivered to Mr. Austin, call us over the 'phone and we will send a Representative to repossess the car.

Yours very truly,

H. Mayo Shugart
Secretary.

HMS/ES

205

Sept. 1, 1926.

Mr. Joseph Morris,
P.W. & H.A. Jones,
Suffolk, Va.

Dear Sir:

We have a copy of your letter addressed to Mr. A.T. Austin in reference to his car.

The writer has just talked to Mr. Austin over the 'phone and he advises that the car was sold by Mr. Britt and that Mr. Britt was to take up the total balance due on the account.

As you know, this is a very serious deal for Mr. Austin to make and unless you get a certified check for \$856.75 immediately, or the deal is entirely called off and the car redelivered to Mr. Austin, call us over the 'phone and we will send a Representative to repossess the car,

Yours very truly,

Secretary.

MS/MS

206

Aug. 31, 1936.

Mr. A.T. Austin,
Suffolk, Va.,

Dear Sir:-

Re: Your Buickmobile:

We are just in receipt of notice from the National Credit Corporation, Richmond, Va., advising us that your fifth installment in the amount of \$51.17 was due and payable on the above car on August 18th. This payment must be made at once, otherwise this car will be repossessed, sold at either Private or Public Auction, and if same does not bring enough to take care of the balance due the above Finance Corporation, \$655.25, they will be compelled to proceed to collect the balance from you.

We understand that you allowed Mr. B.C. Britt to resell this car for you, to a party in Smithfield, Va., Mr. Britt receiving a cash payment on same, and if this be the case, the purchaser in Smithfield, Va., will naturally lose what he has paid on same, and the only redress he will have is to go back on either you or Mr. Britt.

We trust that you understand the above thoroughly, and that you will see that the above is attended to at once.

Yours very truly,
F.A. & H.A. Jones,

By *[Signature]*

Copy to
Mr. A.T. Austin,
Mr. B.C. Britt.

228
no 8

Aug. 31, 1926.

Mr. A. T. Austin,
Suffolk, Va.,

Dear Sir:-

Re: Your Napmobile:

We are just in receipt of notice from the National Credit Corporation, Richmond, Va., advising us that your fifth installment in the amount of \$61.17 was due and payable on the above car on August 18th. This payment must be made at once, otherwise this car will be repossessed, sold at either Private or Public Auction, and if same does not bring enough to take care of the balance due the above Finance Corporation, \$856.25, they will be compelled to proceed to collect the balance from you.

We understand that you allowed Mr. B. C. Britt to resell this car for you, to a party in Smithfield, Va., Mr. Britt receiving a Cash Payment on same, and if this be the case, the purchaser in Smithfield, Va., will naturally lose what he has paid on same, and the only redress he will have is to go back on either you or Mr. Britt.

We trust that you understand the above thoroughly, and that you will see that the above is attended to at once.

Yours very truly,
F. W. & E. A. Jones,

By

Copy to
B. C. Britt,
National Credit Corp.
AT. Austin.

no 9

June 7, 1926.

Messrs. F. W. & H. A. Jones,
Suffolk, Va.

Gentlemen:

The balance due on A. T. Austin's note is \$978.59.

We will allow a rebate of \$78.24 if the note is
paid in full on or before the 18th.

Yours very truly,

Secretary.

HMS/ES

No.

At Sight Pay to

the order of

Nine hundred forty five ~~00~~ 100 Dollars

In payment for notes enclosed herewith given to the undersigned by purchaser in connection with the purchase of the following automobile, by

W. J. Austin of Suffolk (Purchase-) Make Automobile Serial 20965 Motor A18570
(Address) of Cash No. No.

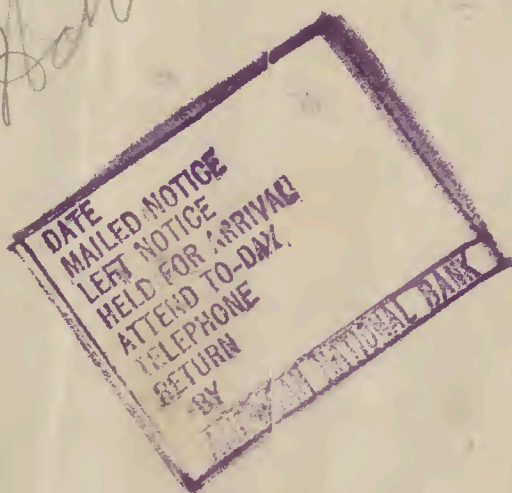
I, we, hereby agree that if, after your payment of the amount stated above for your purchase of the transaction or transactions covered by papers herein, your subsequent investigations of any of the parties, papers or transactions are unsatisfactory to you, I, we, will repurchase the same and will honor your draft with such enclosures attached, for the amount you have paid for same.

TO NATIONAL CREDIT CORPORATION
RICHMOND, VIRGINIA

[N.P.
68-124]

W. H. M. & Co
(Dealer)
By J. H. M. & Co
(Official Title)

Hold mail Monday



THE NATIONAL BANK

No. 1

National Credit Corp.

Richmond, Va.

File No. 6070

8-30-26 192

Name A. T. Austin, Dealer Mitchell Mfg. Co.

Residence Address 130 Charles St. Suffolk, Va.

Business Address

AMOUNT	Date Due	Col. Fee	Bal. Due	Make	Motor Number
61.17	8-18		856.25	Hupp	Soden

Remarks with recourse, Payment No. 5

MARMON

[PHONE 213]

HUPMOBILE

W-mo

MITCHELL MOTOR COMPANY

B. C. BRITT, GEN'L MGR.

225 W. WASHINGTON ST.

SUFFOLK, VA.

CLEVELAND

STUTZ

no 8

Suffolk, Va,
June, 16, 1926.

National Credit Corp,
Richmond, Va.

Gentlemen,

Enclosed you will find cashiers check for sixty one seventeen
(\$61.17) for my note due 6-18-26.

Yours very truly,

A T Austin

MEMORANDUM

DATE May 2, 1926.

FROM F.W. & H.A. Jones,

TO Mr. F.D. Young

New York Office

Suffolk, Va., OFFICE

Re: A.T. Austin;; Mitchell Motor Company

The above purchaser asked the writer to write you asking you the balance due by him on his note and the amount of rebate that he will get on the Finance Charges. Your prompt attention to the above will be greatly appreciated.

Yours very truly,

F.W. & H.A. Jones,

By

[Handwritten signature]

6079

18'

978
-4

978
8
78.24

18

[Handwritten signature]

203

MOTOR VEHICLE COMMISSIONER

TITLE
NUMBER

COMMONWEALTH OF VIRGINIA

B368644

CERTIFICATE OF TITLE OF A MOTOR VEHICLE

I, JAS. M. HAYES, JR., MOTOR VEHICLE COMMISSIONER OF THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY, PURSUANT TO THE PROVISIONS OF CHAPTER 368 OF THE ACTS OF THE GENERAL ASSEMBLY OF VIRGINIA PASSED AT THE SESSION OF 1924, THAT AN APPLICATION HAS BEEN MADE TO ME AS BY SAID ACT PRESCRIBED FOR A CERTIFICATE OF TITLE OF A MOTOR VEHICLE AS FOLLOWS:

MAKE	BODY	YEAR	ENGINE NO.	H. P.	DATE
HUPMOBILE	SEDAN		A 18570	23	APRIL
B 368644	26		WEIGHT 2800		1

A T AUSTIN
139 CHARLES ST
SUFFOLK VA

1926

AND THAT THE APPLICANT HAS STATED UNDER OATH THAT SAID MOTOR VEHICLE IS SUBJECT TO THE FOLLOWING LIENS:

AMOUNT	KIND	DATE	FAVOR OF
\$ 1100.93	C/S	3-18-26	NATIONAL CREDIT CO., RICHMOND, VA.

I DO FURTHER CERTIFY THAT I HAVE USED REASONABLE DILIGENCE IN ASCERTAINING WHETHER OR NOT THE FACTS STATED IN SAID APPLICATION FOR A CERTIFICATE OF TITLE ARE TRUE, AND THAT I AM SATISFIED THAT THE APPLICANT IS THE LAWFUL OWNER OF THE ABOVE-DESCRIBED MOTOR VEHICLE, OR IS OTHERWISE ENTITLED TO HAVE THE SAME REGISTERED IN HIS NAME;

WHEREFORE, I DO HEREBY CERTIFY THAT THE ABOVE NAMED APPLICANT HAS BEEN DULY REGISTERED IN MY OFFICE AS THE LAWFUL OWNER OF THE ABOVE DESCRIBED MOTOR VEHICLE, OR AS OTHERWISE ENTITLED TO HAVE THE SAME REGISTERED IN HIS NAME, AND THAT IT APPEARS UPON THE OFFICIAL RECORDS OF MY OFFICE THAT AT THE DATE OF THE ISSUANCE OF THIS CERTIFICATE, SAID MOTOR VEHICLE IS SUBJECT TO THE LIENS HEREIN-BEFORE ENUMERATED, IF ANY, AND NONE OTHER.

AS WITNESS, MY HAND AND THE SEAL OF MY OFFICE THE DAY AND YEAR SET OPPOSITE THE NAME OF THE APPLICANT IN THE AFOREGOING CERTIFICATE.



NOTE: TO TRANSFER OWNERSHIP THE ASSIGNMENT OF TITLE ON THE BACK HEREOF MUST BE PROPERLY FILLED AND ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER AN OATH.

Jas. M. Hayes, Jr.
MOTOR VEHICLE COMMISSIONER.

READ CAREFULLY BEFORE BUYING OR SELLING

INFORMATION

FOR YOUR OWN PROTECTION, DO NOT BUY A USED CAR COMING FROM OUTSIDE OF THIS STATE UNLESS THE PARTY SELLING SAME HAS REGISTERED CAR IN VIRGINIA.

SEE THAT MOTOR NUMBER ON CERTIFICATE OF TITLE CORRESPONDS WITH NUMBER ON MOTOR, AND THAT MOTOR NUMBER HAS NOT BEEN CHANGED OR ALTERED.

THE CERTIFICATE IS TRANSFERABLE ONLY WHEN RECORDED AND FILED AT THE OFFICE OF THE MOTOR VEHICLE COMMISSIONER, AND IS VALID ONLY WHILE THE CAR DESCRIBED ABOVE IS OWNED BY THE INDIVIDUAL, FIRM OR CORPORATION NAMED HEREON.

THE CERTIFICATE OF TITLE NEED NOT BE CARRIED IN THE CAR. IT SHOULD BE KEPT IN A SECURE PLACE, AS ARE OTHER VALUABLE PAPERS. ITS POSSESSION BY THE APPLICANT MAY BECOME NECESSARY TO PROVE TITLE IN THE EVENT OF QUESTION AS TO THE OWNERSHIP OF THE CAR.

ANYONE OPERATING A MACHINE IN THIS STATE AFTER JULY 1, 1924, WITHOUT FIRST PROCURING A CERTIFICATE OF TITLE, AS HEREIN PROVIDED, SHALL BE GUILTY OF A MISDEMEANOR, AND, UPON CONVICTION THEREOF, SHALL BE PUNISHED BY A FINE OF NOT LESS THAN \$25.00 NOR MORE THAN \$1,000.00.

ANYONE SELLING A MOTOR VEHICLE AFTER JUNE 30, 1924, WITHOUT FIRST PROCURING CERTIFICATE OF TITLE SHALL BE GUILTY OF A FELONY, AND, UPON CONVICTION THEREOF, SHALL BE PUNISHED BY A FINE OF NOT LESS THAN \$50.00 NOR MORE THAN \$1,000.00, OR BY IMPRISONMENT FOR NOT LESS THAN 90 DAYS NOR MORE THAN FIVE YEARS, OR BY BOTH SUCH FINE AND IMPRISONMENT.

ANYONE MAKING A FALSE STATEMENT IN HIS APPLICATION FOR THE CERTIFICATE OF TITLE, OR IN ANY ASSIGNMENT THEREOF, SHALL BE DEEMED GUILTY OF A FELONY, AND, UPON CONVICTION, SHALL BE PUNISHED BY A FINE OF NOT LESS THAN \$100.00 NOR MORE THAN \$5,000.00, OR BY IMPRISONMENT FOR NOT LESS THAN ONE YEAR NOR MORE THAN FIVE YEARS, OR BOTH SUCH FINE AND IMPRISONMENT.

ANY PERSON WHO SHALL ALTER OR FORGE, OR CAUSE TO BE ALTERED OR FORGED, ANY CERTIFICATE OF TITLE ISSUED BY THE MOTOR VEHICLE COMMISSIONER, OR ANY ASSIGNMENT THEREOF, OR WHO SHALL HOLD OR USE ANY SUCH CERTIFICATE OR ASSIGNMENT KNOWING THE SAME TO HAVE BEEN ALTERED OR FORGED SHALL BE DEEMED GUILTY OF A FELONY, AND, UPON CONVICTION THEREOF, SHALL BE LIABLE TO A FINE OF NOT LESS THAN \$100.00 NOR MORE THAN \$5,000.00 OR TO IMPRISONMENT FOR A PERIOD OF NOT LESS THAN ONE YEAR NOR MORE THAN FIVE YEARS, OR BOTH.

ASSIGNMENT OF TITLE

WHEN PROPERLY FILLED OUT AND ACKNOWLEDGED MUST BE PRESENTED TO THE MOTOR VEHICLE COMMISSIONER ACCOMPANIED BY A PROPERLY FILLED AND ACKNOWLEDGED APPLICATION FOR REGISTRATION.

FOR VALUE RECEIVED, {WE} HEREBY SELL, ASSIGN OR TRANSFER UNTO _____

ADDRESS: _____
STREET NO. OR R. F. D. CITY OR TOWN STATE

THE MOTOR VEHICLE DESCRIBED ON THE REVERSE SIDE OF THIS CERTIFICATE; AND {WE} HEREBY WARRANT THE TITLE TO SAID MOTOR VEHICLE, AND CERTIFY THAT AT THE TIME OF DELIVERY THE SAME IS SUBJECT TO THE FOLLOWING LIENS OR ENCUMBRANCES, AND NONE OTHER:

AMOUNT	KIND	DATE	FAVOR OF
SIGNATURE OF ASSIGNOR			

BY _____

ON THIS _____ DAY OF _____, 192____, BEFORE ME, THE SUBSCRIBER, A

NOTARY PUBLIC OF THE STATE OF _____ RESIDING AT _____

PERSONALLY APPEARED THE ABOVE NAMED ASSIGNOR, RESIDING AT _____ AND BEING

PERSONALLY KNOWN TO ME (OR SATISFACTORILY IDENTIFIED TO ME BY _____

RESIDING AT _____) MAKES OATH IN DUE FORM OF LAW THAT THE MATTERS AND THINGS SET FORTH IN THE FOREGOING STATEMENT ARE WITHIN HIS PERSONAL KNOWLEDGE AND ARE TRUE AS THEREIN SET FORTH.

WITNESS MY HAND

NOTARY PUBLIC

MY COMMISSION EXPIRES _____, 192____



Conditional Sale Agreement

This Agreement, made this 18th day of March, 1926
 between Mitchell Motor Co of Suffolk Va
(Dealer's Name) (Dealer's Address)

first party, his or its successors, or assigns (hereinafter called "Seller"),
 and A. J. Austin of Suffolk Va
(Buyer's Name) (Buyer's Address, Town and State)
 second party (hereinafter called "Buyer").

WITNESSETH:—THAT the Seller in consideration of the payments, agreements and conditions contained herein which on the part of the Buyer are to be made, done and performed, has this day delivered and agreed to sell and the Buyer has this day agreed to buy from the Seller, but upon conditions hereinafter recited, to the Buyer the following Passenger or Commercial Car or Tractor (hereinafter called the "Car"):

MAKE	Type of Body	Model	Manufacturer's Serial or Motor No.	Advertised Horse Power	If Truck Tons Capacity	Year Model	List Price F. O. B. Factory	Cash Selling Price Including Extras
<u>Hupmobile</u>	<u> Sedan</u>	<u>A</u>	<u>Serial # 10965</u> <u>Motor # A18590</u>	<u>23</u>		<u>1926</u>	<u>1295.00</u>	<u>1595.00</u>

including service charges, for the gross sum of _____ Dollars (\$ 1750.93).
(Total Cost to Buyer)

The Buyer has this day paid to the Seller _____ Dollars (\$ 650.00),
(Total Payment Made)

and the Buyer agrees to pay to the Seller, or order _____ Dollars (\$ 1100.93).
(Total Balance to be Paid)

balance payable in 18 monthly installments of \$ 61.17 each to be evidenced by a promissory note (not as payment, but as evidence of the amounts to become due hereunder) made by the Buyer to the order of the Seller, bearing even date hereof, and maturing on the due dates of said respective installments. Any extensions or assignments of this Agreement or said note shall not waive any condition herein contained.

Title to the Car and extra equipment shall not pass by delivery to the Buyer, but shall remain vested in and be the property of the Seller or Assigns until the purchase price has been fully paid. Buyer agrees to operate and control said Car in conformity with all Laws and Ordinances and to indemnify and save harmless the Seller from any and all loss, or damage to persons or property caused by said Car or by the use and operation thereof to which Seller might possibly be subjected.

Buyer agrees and acknowledges that the within contract covers all conditions and agreements between the parties, that the loss, injury or destruction of said Car shall not release said Buyer from payment as provided herein. Buyer hereby acknowledges receipt of and accepts the Car, having first examined and tested the same and found same in sound and first-class condition, and agrees to keep the Car insured against loss by fire and theft with insurance companies acceptable to the Seller for not less than the amount owing, and until fully paid, payable to and to protect the interest of the Seller, and the Seller may place, continue and renew said insurance for the Buyer at the Buyer's expense if the Seller so elects.

Buyer agrees to pay all taxes, license fees or charges against said Car and to keep same in good condition, and that any equipment, repairs or accessories placed upon said Car shall be at Buyer's expense and become a component part thereof and included in the terms of this Agreement. Buyer further agrees not to use or permit said Car to be used for passenger hire.

Buyer further agrees that he will not use or cause or permit to be used the Car herein mentioned for the transportation of liquor, wines or any other beverage, for personal or commercial use, prohibited by any Federal or State statute to be transported, and it is hereby agreed that should the Car hereinbefore described be used for such purpose or any other unlawful purpose, it shall be considered as a default under the agreement, whether or not there shall be a default under any other terms or conditions thereof, which shall entitle the holder hereof to immediate and continued possession of the Car herein described.

Should the Buyer fail to keep and perform any or all his agreements herein contained, and to promptly pay at maturity any and all sums hereunder, or if said Car is removed or attempted to be removed from the State in which the Buyer now resides, or to be otherwise disposed of, or if Buyer shall lend, sell or encumber, or shall attempt to sell or encumber said Car or in case of misuse or abuse thereof, or whenever the Seller or his assigns shall deem the debt insecure, said Seller may without any demand or notice take possession of said Car and equipment, wherever found and without process of law, and all rights of the Buyer hereunder shall cease and terminate thereupon absolutely. Buyer does hereby expressly waive any right of action against the Seller growing out of the removal, repossession or retention of said Car or otherwise, and hereby consents that upon any default (or in the event that the Buyer, for any reason gives up or loses possession of the Car), all unpaid balance of said purchase price and note representing the same shall forthwith become due and payable.

Seller may, by suit or otherwise, enforce payment of said note, and no legal proceedings with respect thereto shall be deemed any waiver of said right of Seller to take possession on default or breach as aforesaid. Upon the Seller so taking possession of the Car, Seller may sell the Car at public or private sale at any time thereafter without any notice to the Buyer, and said Seller may become the purchaser thereof, and if the proceeds thereof are insufficient to pay all sums remaining unpaid hereunder and the expense caused by such repossession, removal, reparation, storage, liens and sale, including a reasonable attorney's fee, incurred in taking possession of said Car, or in or about the sale thereof, or in collecting in any manner any sums which may be due and owing hereunder. Buyer agrees to pay any deficiency as damages for use of said property. The waiver or indulgence of any default shall not operate as a waiver of subsequent defaults. Time is of the essence of this agreement.

This agreement shall apply to and bind the heirs, executors, administrators and assigns of the Buyer, and shall inure to the benefit of the Seller, Seller's heirs, executors, administrators, successors and assigns.

This agreement contains the entire agreement between the parties hereto, their agents or employees, either verbal or written.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals to this Agreement the day and year first above written.

Witness: _____

Address: _____

Witness: _____

Address: _____

A. J. Austin (Seal)
(Buyer Sign Here)

By _____ (Seal)
(Owner, Officer or Firm Member)

Mitchell Motor Co (Seal)
(Dealer Sign Here)

By J. M. Mitchell (Seal)
(Owner, Officer or Firm Member)

DEALER MUST SIGN ASSIGNMENTS ON REVERSE SIDE

6079

BUYER'S STATEMENT

TO Mitchell Motor Co (DEALER) AND NATIONAL CREDIT CORP., RICHMOND, VA.:

For the purpose of securing credit on my (our) obligation set out on the reverse side hereof given per statement herein for a NEW..... (Passenger or ~~Commercial Car or Tractor~~), delivery and receipt of which is hereby acknowledged, I (we) make the following representations:

My present business, Profession or Position is Bookkeeper I have been so employed 5 years.

Name of Present Employer Farmers Bank of Richmond Address Suffolk Va

I have been in present position 5 years; Age 23 Race White Married No

Will Car be used for Pleasure, Business or Passenger hire? Pleasure

Number Dependents None My (our) combined salary and net income last year was over \$ 1300

Bank Account with National Bank of Va Address Suffolk Va

Have Bought on Credit From or Other Business References:

Name Natl. Credit Corp Name Brewer Jewelry Co Name Jas. Booker Co

Address Richmond Va Address Suffolk Va Address Suffolk Va

Statement of Items Covering Buyer's Obligation given for new Passenger or Commercial Car or Tractor

List price of Car.....\$

If Truck; Body, cab, etc.....

Extra Equipment—Itemize.....

Freight and War Tax.....

Cash Selling or Renting Price.....\$ 1595.00

See Rate Sheet for—

Services, Insurance and Interest..... 155.93

Total Cost of Buyer on Time..... 1750.93

Less { Cash Payments.....\$ 650.00
Allowance, if
any, on "Trade
In" 650.00 650.

Balance in..... 18 Equal Monthly

Payments of..... 61.19 \$ 1100.93

945.00

Description, location and value of Real Estate or Personal Property owned in my (our) name:

Description

Location

None

None

Cash value, \$..... Owing on same, \$.....

Description

Location

✓

✓

Cash value, \$..... Owing on same, \$.....

Buyer Sign Here J. A. J. Austin (Seal)

By.....

Home Address 139 Charles St Phone 708 W

Town Suffolk State Va

Business Address Farmers Bank

Town Suffolk State Va

THIS ASSIGNMENT MUST BE SIGNED BY DEALER

FOR VALUE RECEIVED, the Agreement (on the reverse side hereof) and the note therein mentioned between the Buyer mentioned herein and the undersigned, and the property therein described, and all the right, title and interest therein of the undersigned are hereby sold, assigned and transferred to

NATIONAL CREDIT CORP., RICHMOND, VA., its successors or assigns.

Dated this 18th day of March, 1926

At Suffolk State of Va
(Dealer's Town)

Signed: Mitchell Motor Co (Seal)
(Dealer)

By J. M. T. Chee
(Officer, Firm Member or Owner)

VIRGINIA CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT
Jan. 25 - Filed 1927



Conditional Sale Agreement

This Agreement, made this 18th day of March, 1926.
 between Mitchell Motor Co. of Suffolk, Va.
(Dealer's Name) (Dealer's Address)

first party, his or its successors, or assigns (hereinafter called "Seller"),
 and A. T. Austin of Suffolk, Va.
(Buyer's Name) (Buyer's Address, Town and State)
 second party (hereinafter called "Buyer").

WITNESSETH:—THAT the Seller in consideration of the payments, agreements and conditions contained herein which on the part of the Buyer are to be made, done and performed, has this day delivered and agreed to sell and the Buyer has this day agreed to buy from the Seller, but upon conditions hereinafter recited, to the Buyer the following Passenger or Commercial Car or Tractor (hereinafter called the "Car"):

MAKE	Type of Body	Model	Manufacturer's Serial No.	Motor No.	Advertised Horse Power	If Truck Tons Capacity	Year Model	List Price F. O. B. Factory	Cash Selling Price Including Extras
Hupmobile	Sedan	A	Ser. 20965 Motor A-18570		23		1926	1295.00	1595.00

including service charges, for the gross sum of _____ Dollars (\$ 1750.93).
(Total Cost to Buyer)

The Buyer has this day paid to the Seller _____ Dollars (\$ 650.),
(Total Payment Made)

and the Buyer agrees to pay to the Seller, or order _____ Dollars (\$ 1100.93).
(Total Balance to be Paid)

balance payable in 18 monthly installments of \$ 61.17 each to be evidenced by a promissory note, not as payment, but as evidence of the amounts to become due hereunder, made by the Buyer to the order of the Seller, bearing even date hereof, and maturing on the due dates of said respective installments. Any extensions or assignments of this Agreement or said note shall not waive any condition herein contained.

Title to the Car and extra equipment shall not pass by delivery to the Buyer, but shall remain vested in and be the property of the Seller or Assigns until the purchase price has been fully paid. Buyer agrees to operate and control said Car in conformity with all Laws and Ordinances and to indemnify and save harmless the Seller from any and all loss, or damage to persons or property caused by said Car or by the use and operation thereof to which Seller might possibly be subjected.

Buyer agrees and acknowledges that the within contract covers all conditions and agreements between the parties, that the loss, injury or destruction of said Car shall not release said Buyer from payment as provided herein. Buyer hereby acknowledges receipt of and accepts the Car, having first examined and tested the same and found same in sound and first-class condition, and agrees to keep the Car insured against loss by fire and theft with insurance companies acceptable to the Seller for not less than the amount owing, and until fully paid, payable to and to protect the interest of the Seller, and the Seller may place, continue and renew said insurance for the Buyer at the Buyer's expense if the Seller so elects.

Buyer agrees to pay all taxes, license fees or charges against said Car and to keep same in good condition, and that any equipment, repairs or accessories placed upon said Car shall be at Buyer's expense and become a component part thereof and included in the terms of this Agreement. Buyer further agrees not to use or permit said Car to be used for passenger hire.

Buyer further agrees that he will not use or cause or permit to be used the Car herein mentioned for the transportation of liquor, wines or any other beverage, for personal or commercial use, prohibited by any Federal or State statute to be transported, and it is hereby agreed that should the Car hereinbefore described be used for such purpose or any other unlawful purpose, it shall be considered as a default under the agreement, whether or not there shall be a default under any other terms or conditions thereof, which shall entitle the seller hereof to immediate and continued possession of the Car herein described.

Should the Buyer fail to keep and perform any or all his agreements herein contained, and to promptly pay at maturity any and all sums hereunder, or if said Car is removed or attempted to be removed from the State in which the Buyer now resides, or to be otherwise disposed of, or if Buyer shall lend, sell or encumber, or shall attempt to sell or encumber said Car or in case of misuse or abuse thereof, or whenever the Seller or his assigns shall deem the debt insecure, said Seller may without any demand or notice take possession of said Car and equipment, wherever found and without process of law, and all rights of the Buyer hereunder shall cease and terminate thereupon absolutely, and Seller may retain all sums paid by the Buyer, not as a penalty, but as and for rent for the use of said property. Buyer does hereby expressly waive any right of action founded in tort, contract or otherwise which the buyer may have in the future against the Seller or Assigns arising out of the removal, repossession, retention of the car or arising out of any action or procedure, civil, criminal or otherwise taken against the buyer or assigns because of the breach of any of the provisions of this contract. Buyer agrees that the car shall remain in and shall not be removed at any time from the State wherein the Buyer now resides, and if for any reason Buyer gives up or loses possession of the car, all unpaid balance of said purchase price and note representing the same shall forthwith become due and payable. Buyer further agrees that if any installment due under this contract is not paid when due, to pay the seller an additional sum of 10% of the amount past due, not as a penalty, but as and for the consideration of the Seller waiving the right in that particular instance only, to declare the contract breached, should the seller elect to waive said right.

Seller may, by suit or otherwise, enforce payment of said note, and no legal proceedings with respect thereto shall be deemed a waiver of any of said rights of Seller to take possession on default or breach as aforesaid. Upon the Seller so taking possession of the Car, Seller may sell the Car at public or private sale at any time thereafter without any notice to the Buyer, and said Seller may become the purchaser thereof, and if the proceeds thereof are insufficient to pay all sums remaining unpaid hereunder and the expense caused by such repossession, removal, reparation, storage, liens and sale, including a 15% attorney's fee, incurred in taking possession of said Car, or in or about the sale thereof, or in collecting in any manner any sums which may be due and owing hereunder, and Buyer agrees to pay any deficiency, not as a penalty, but as liquidated damages for the breach of this contract. The waiver or indulgence of any default shall not operate as a waiver of subsequent defaults. Time is of the essence of this agreement.

This agreement shall apply to and bind the heirs, executors, administrators and assigns of the Buyer, and shall inure to the benefit of the Seller, Seller's heirs, executors, administrators, successors and assigns.

This agreement contains the entire agreement between the parties hereto, their agents or employees, either verbal or written.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals to this Agreement the day and year first above written.

Witness: Signed: Jos. Morris,

Address Suffolk, Va.

Witness: _____

Address _____

A. T. Austin (Signed) (Seal)
(Buyer Sign Here)

By _____ (Seal)
(Owner, Officer or Firm Member)

Mitchell Motor Co. (Seal)
(Dealer Sign Here)

By Signed: J. H. Mitchell (Seal)
(Owner, Officer or Firm Member)

DEALER MUST SIGN ASSIGNMENTS ON REVERSE SIDE

BUYER'S STATEMENT

TO Mitchell Motor Co. (DEALER) AND NATIONAL CREDIT CORP., RICHMOND, VA.:

For the purpose of securing credit on my (our) obligation set out on the reverse side hereof given per statement herein for a NEW (Passenger or Commercial Car or Tractor), delivery and receipt of which is hereby acknowledged, I (we) make the following representations:

My present business, Profession or Position is Bookkeeper I have been so employed 5 years.

Name of Present Employer Farmers Bank of Nansemond Suffolk, Va.

I have been in present position 5 years; Age 23 Race White Married No

Will Car be used for Pleasure, Business or Passenger hire? Pleasure

Car will be garaged at Public or private garage?

Number Dependents None My (our) combined salary and net income last year was over \$ 1300.00

Bank Account with National Bank of Suffolk Address Suffolk, Va.

Have Bought on Credit From or Other Business References:

Name Name Name

Address Address Address

Statement of Items Covering Buyer's Obligation given for new Passenger or Commercial Car or Tractor

List price of Car \$

If Truck; Body, cab, etc

Extra Equipment—Itemize

Freight and War Tax

Cash Selling or Renting Price \$

See Rate Sheet for—

Services, Insurance and Interest

Total Cost of Buyer on Time

Less { Cash Down Payment \$
Allowance, if any, on "Trade In"

Balance in Equal Monthly

Payments of \$

Description, location and value of Real Estate or Personal Property owned in my (our) name:

Description Location

Cash value, \$ Owing on same, \$

Description Location

Cash value, \$ Owing on same, \$

Buyer Sign Here (Seal)

By

Home Address Phone

Town State

Business Address

Town State

THIS ASSIGNMENT MUST BE SIGNED BY DEALER

FOR VALUE RECEIVED, the Agreement (on the reverse side hereof) and the note therein mentioned between the Buyer mentioned herein and the undersigned, and the property therein described, and all the right, title and interest therein of the undersigned are hereby sold, assigned and transferred to

NATIONAL CREDIT CORP., RICHMOND, VA., its successors or assigns.

The undersigned warrants that the said agreement arose from the bona fide conditional sale of the within described property to the party named, that the items of the statement covering the buyer's obligation are true and correct, that the amount of the cash down payment was actually paid in cash and not by note or other obligation of the Buyer, that the property sold is free of liens, and that the undersigned had the right to sell the same and assign said agreement.

Dated this 18th day of March, 192 6.

Signed: Mitchell Motor Co. (Seal)
(Dealer)

At Suffolk, Va. State of
(Dealer's Town)

By Signed: J. H. Mitchell
(Officer, Firm Member or Owner)

IN THE CIRCUIT COURT OF ISLE OF WIGHT, COUNTY, VIRGINIA:
THE NATIONAL CREDIT CORPORATION.....COMPLAINANT
VS)

A.T. AUSTIN, B.C. BRITT AND W.F. LATIMER.....DEFENDANTS

To the Clerk of said Court

Please summon defendants for complainant to second
September (1926) Rules, in Chancery.

Angus Holland,
p.q.

1

489

THE NATIONAL CREDIT CORPORATION
COMPLAINANT

VS) *Memorandum*

A.T. AUSTIN, B.C. BRITT AND W.R.
LATIMER.....DEFENDANTS

2 D of 9/10/00 750

2/10 Sept 100
" " Sept 200

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

9/20/00
Recd. store 300
10/10/00

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF ISEL OF WIGHT:

The National Credit Corporation.....Complainant

VS.....DECREE

A. T. Austin, B. C. Britt and W. R. Latimer...Defendants

This cause came on this day to be heard again,
by consent of all parties, on the papers formerly read and
on the statements of counsel.

It appearing to the court from representations
made by counsel for all parties, as further evidenced by
endorsement of their consent hereon, that W. H. Chapman,
Sheriff of Isle of Wight County, proceeded to execute the
decree entered herein on March 7, 1927, by advertising the
automobile, mentioned in the bill of complaint and said
decree, for sale at public auction at Smithfield, Virginia,
on March 26, 1927, that shortly before the time for the
sale on that date the full amount claimed by the complainant
was paid, ~~Two Hundred (\$200.00) Dollars being paid by A. T.~~
~~Austin and the balance due of Five Hundred Fifty Eight Dollars~~
~~and Fifty Cents (\$558.50) being paid by B. C. Britt, making~~
a total payment ~~by both said parties~~ of Seven Hundred and
Fifty Eight Dollars and Fifty Cents (\$758.50), which amount
was in full settlement of the debt due to the complainant
as set out in said bill of complaint; it further appearing
to the court by statements of counsel that all matters in
controversy in this suit have been amicably settled by the
parties hereto, the court doth adjudge, order and decree that
the automobile mentioned in the bill of complaint, namely,

one Hupp Automobile, Serial Number 20965 and Motor Number 18570
be and the same is the property of W. R. Latimer, and that
the conditional sales agreement^{and notes} mentioned in the bill of
complaint ^{are} ~~is~~ hereby released and cancelled on account of the
payment ~~above~~ set forth. It further appearing to the court
that a certain bond was executed in this suit by the National
Credit Corporation with surety, and that another bond was
executed by W. R. Latimer in this suit with surety. ^{By} request
of all parties, ^{It} is ordered that there shall be no liability
on either of these bonds and that the principals and sureties
are hereby released.

There being nothing further to be done in this suit
it is ordered to be stricken from the docket.

VIRGINIA:
IN THE CIRCUIT COURT OF
THE COUNTY OF ISLE OF WIGHT.

National Credit Corp.
vs.
A.T.Austin, B.C.Britt, and W.R.
Latimer.

DECREE.

*1927
Apr 7
entered*

We consent to this decree.

National Credit Corp.

BY

Hugh L. Holland
Its Attorney.

A. T. Austin

BY

J. M. Mearns
His Attorney

B. C. Britt

BY

J. E. Hecox
His Attorney

W. R. Latimer

BY

Johnson and Stephens
His Attorney

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

Copy to M.B.S.

Page 37

VIRGINIA

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT

The National Credit Corporation	)	
vs. Chancery 489	)	Decree
A.T. Austin, B.C. Britt and W.R. Latimer	)	

This cause came on this day to be heard upon the bill of complaint and the exhibits filed therewith; the defendants A.T. Austin and B.C. Britt failing to answer, plea or demurrer, the bill being taken for confessed as to them; upon the respondent W.R. Latimer's demurrer which is over ruled; upon the answer of said W.R. Latimer to said bill; and upon the evidence taken on behalf of the complainant and the respondents, in open Court; and was argued by counsel: and it appearing to the Court that the complainant has a valid existing lien against the automobile described in said bill, on consideration whereof, the Court doth adjudge, order and decree that the Hupp Automobile, Serial Number 20965 and Motor Number A18570 mentioned in the bill of complaint be taken possession of by the Sheriff of this County and that he advertise the same for sale at public auction for cash, after giving at least ten days notice by printed hand bills, in the Town of Smithfield, Virginia, and that after deducting the cost of said sale and the costs of this suit, the balance of the proceeds from said sale he shall apply to the debt mentioned in said bill of complaint, and report forthwith his proceedings hereunder, and this cause is retained on the docket for such further orders as may be necessary.

The National Credit Corporation
vs. Chancery 489.....Decree
A.P. Austin, B.C. Britt and W.R.
Latimer

1927

Mar. 7.

Entered

134761

Master

as copy

Book 8
page 270

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

National Credit Corporation

v) Chancery. 489.

A. T. Austin, B. C. Britt and W. R. Latimer.

This day came the defendant, W. R. Latimer, ^{*}and asked leave to file his answer, which leave is granted and said answer is, accordingly, filed.

** and filed his answer to the bill of complaint, and the same was argued by counsel, on the application whereof the Court did grant the said answer, and thereupon the said defendant*

10
Virginia: Circuit Court of
Isle of Wight County.

National Credit Corp.

v) Chancery. 489

A. T. Austin, et als.

Note for decree.

Enter this Jan. 5th. 1927.

B.T.W.

Book 8 257

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

In Re;

National Credit Corporation

Vs: A. T. Austin, B. C. Britt, and W. R. Latimer)

)
)
) Order
)

It appearing to the court that the National Credit Corporation is the holder of the legal title to a certain Hupp Automobile, Motor number A18570, ^{Serial No. 20965-} and now in the possession of one W. R. Latimer, and having filed with clerk of this court an affidavit, and bond as required by law; it is ordered that the sheriff of this county take possession of said automobile and turn the same over to the agent of the said National Credit Corporation

R. A. Edwards

Clerk of the Circuit Court of Isle
of Wight County

Executed the within writs by taking into my possession

one Hupmobile Sedan, Engine No. A18570, Car No. A20965,

said Hupmobile Sedan being in the possession of W. R.

and I deliver same to National Credit Corp. through its agent
Latimer. Done in Isle of Wight County, Virginia, on

Friday, September 10th., at 4.30 o'clock P. M.

W. H. Chapman, Sheriff,

By, *F. L. Carlson*
Deputy Sheriff.

7-89
National Credit Corporation

vs. Order

A. T. Austin, B. C. Britt, and
W. H. Latimer.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA



NATIONAL CREDIT CORPORATION

Grace American Building

RICHMOND, VA.

H. MAYO SHUGART
SECRETARY

Itemized lists of expenses A. T. Austin Account

Date of note 3/18/26

Amount 1100.93

Balance due

556.25

Charges

9/14/26	H. M. Shugart 2 day trip to Suffolk, Va.	21.25
9/18/26	Cost of Bond to Clerk Isle of Wight Ct.	27.50
10/1/26	H. M. Shugart 1 day trip to Suffok, Va.	10.00
10/12/26	Exp. trip to Isle of Wight C. H. Va.	10.00
	(H. M. Shugart)	10.00
11/5/26	Attorney fee	85.00
2/7/27	H. M. Shugart trip to Suffolk, Va.	15.00
2/7/27	Court Stenographer fee	15.00
2/7/27	Chas. E. Maurice, R. R. & Meals	4.75
		<u>188.50</u>

556.25

188.50

\$ 744.75

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

C O P Y

NATIONAL CREDIT CORPORATION

No. 6079NAME A. T. Austin ADDRESS Suffolk, Va. DATE 3/18/26DEALER Mitchell Motor Co. MAKE OF CAR Hupp Sedan YR. MODEL 1926TERMS 18 of 61.17

PROOF	DATE	MEMO	CHARGES	✓	DATE	MEMO	CREDITS	✓	BALANCE
	Mar 22		1,100.93						1,100.93
1,100.93					Mar 25		61.17		1,039.76
1,039.76					May 15		61.17		978.59
978.59					Jun 17		61.17		917.42
917.42					Jul 19		61.17		856.25
856.25	Jul 26		61.17						917.42
917.42					Jul 27		61.17		856.25
856.25	Sep 14	R/x	21.25						877.50
877.50	Sep 18	R/x	24.50						902.00
902.00	Sep 21	R/x	3.00						905.00
905.00	Oct 1	R/x	10.00						915.00
915.00	Oct 12	R/x	10.00						925.00
925.00	Nov 5	R/x	85.00						1,010.00
1,010.00					Dec 9		300.00		710.00
710.00	Feb. 7	R/x	15.00						725.00
725.00	Feb 7	R/x	15.00						
	Feb 7	R/x	4.75						744.75

Copy

NO.

NAME

ADDRESS

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

J. MELVIN LOVELACE

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

March 9, 1927.

Mr R.A. Edwards, Clerk,
Isle of Wight County,
Isle of Wight, Virginia.

In re: National Credit Corporation
vs: W.R. Latimer, et als.

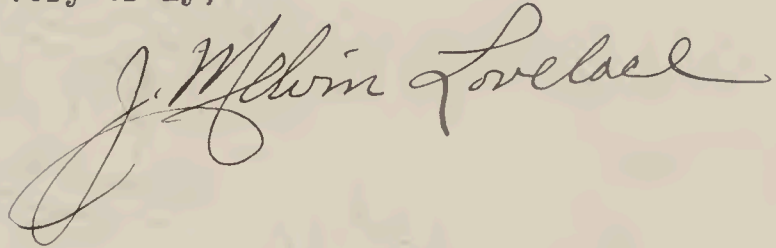
Dear Sir:-

I hand you herewith copy of the ledger sheet and itemized list of expenses, in the matter mentioned above, the same to be filed with the papers in this cause.

Thanking you, and with kind personal regards, I am,

yours very truly,

JML/L

A handwritten signature in cursive script, reading "J. Melvin Lovelace". The signature is written in dark ink and is positioned to the right of the typed name "JML/L".

National Credit Corporation.....Complainant

vs) Affidavit by Plaintiff

A.T. Austin, B.C. Britt, and W.R. Latimer....Defendants

Commonwealth of Virginia, County of Isle of Wight, to-wit:

This day in the Clerk's Office of the County of Isle of Wight, Virginia, H. Mayo Shugart, Secretary and Agent of the National Credit Corporation, plaintiff herein, personally appeared before me, R.A. Edwards, Clerk of our said Court, and made oath that the kind, quality and value of the property claimed by the plaintiff in this action, is One Hupp Automobile, Motor Number A18570, ~~and now~~ in the possession of one W.R. Latimer, the value of which is \$856.75; that the affiant verily believes that the plaintiff is entitled to recover the same; and,

That such property will be ^{destroyed or} materially damaged or injured by neglect, ^{or otherwise,} use, wear and tear, and etc. if permitted to remain longer in the possession of such defendant.

National Credit Corporation

By H. Mayo Shugart Secretary and
Agent

Subscribed and sworn to before me, this 10th day of September, 1926, in testimony whereof I have hereunto set my hand ~~and seal~~, the day, month and year aforesaid.

R. A. Edwards
Clerk

2

489

National Credit Corporation

vs... Affidavit of Plaintiff

A. T. Austin, B. C. Britt, and
W. R. Latimer.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

The Commonwealth of Virginia,

~~Sgt Of The City Of Suffolk,~~
To the ~~Sherrif Of The County Of Isle Of Wight,~~ Greeting:

WE COMMAND YOU to summon Joseph Morris, and H. A. Jones,

to appear before the Judge of our Circuit Court of the County of Isle of Wight, at the court-
house ~~thereof~~ of the City Of Suffolk, on the 1st day of February 1927, @ 10:30 a.m., to testify and the
truth to say in behalf of the Complainents.

in a certain controversy in
our said court, before the said Judge depending and undetermined, between

National Credit Corporation, Plaintiff,
and

W. R. Latimer et als., Defendant,

And have then there this writ. Witness ~~W. R. Latimer~~ R. A. Edwards JOHNSON, Clerk of our said court, at the
court-house, the 27th day of January 1927, and in the 151 year
of the Commonwealth.

NOTE.—Appear before the Clerk and claim your attendance.

CONTROVERSY.

Nil R. Corp.

23.

**SUBPOENA
FOR
WITNESS**

M. N. Lammert et al

Circuit Court
of
Isle of Wight County

the day of

Original

Spent this 29 day January 1927.
By driving a true copy of the work in
specimens to A. A. Brock. & 100 mm
in pieces in the best of shape.
Lipinski & J. H. Brock.
City, Kansas.

Commonwealth of Virginia,

Sargeant Of The City Of Suffolk.
To the ~~Sherrif of Isle of Wight County~~ — Greeting:

WE COMMAND YOU, That you summon A. T. Austin, B. C. Britt, and
W. R. Latimer,

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules
to be holden for the said Court on the Third Monday in September , 1926 ,
to answer a bill in chancery, exhibited against them. ,
in our said Court by
National Credit Corporation,
(of Richmond, Va)

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this 10th
day of September , 1926 , and in the 15th year of the
Commonwealth.

R. A. Edwards Clerk.

Executed September 15 1926

By serving a true copy thereof on the
defendant in person B. O.

Brett

In the City of Suffolk, Va.
W. H. Churn
City Sergeant

By
Deputy Sergeant

Executed September 15 1926

By serving a true copy thereof on the
defendant in person W. H. Churn

In the City of Suffolk, Va.
W. H. Churn

City Sergeant

By
Deputy Sergeant

National Credit - Corp.

VS.

CHANCERY NO. 489

A. G. Austin et al

ORIGINAL SUBPOENA

Virginia, Clerk's office of the Circuit
Court of the County of Isle of Wight.

....., 19.....
Returned, entered and filed.

Teste:

.....Clerk

To 2nd Sept - Rules

H. L. Veeland 19²⁶ p. q.

Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—Greeting:

WE COMMAND YOU, That you summon **A. T. Austin, B. C. Britt, and**
W. R. Latimer,

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules
to be holden for the said Court on the **Third** Monday in **September**, 192**6**,
to answer a bill in chancery, exhibited against **them.**,
in our said Court by
National Credit Corporation,
(of Richmond, Va)

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this **10th**
day of **September**, 192**6**, and in the **1575th** year of the
Commonwealth.

R. A. Edwards Clerk.

W. Credit Corp.

vs.

}

CHANCERY NO. *489*

A. J. Austin et al

ORIGINAL SUBPOENA

Virginia, Clerk's office of the Circuit
Court of the County of Isle of Wight.

....., 19.....

Returned, entered and filed.

Teste:

.....Clerk

To *John Sept* Rules

19 *22*

James L. L. At p. q.

*Examiners as herein
directed then the 10th
day of Sept. 1922 -
by Green's & Co
Copy of ~~subpoena~~ on
Mr. Kellum in person.
W. L. Chapman Sept
By F. L. Carlson 18.*

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

The National Credit Corporation

v) Chancery. 489.

A. T. Austin, D. C. Britt and W. R. Latimer.

Answer of defendant W. R. Latimer.

The answer of W. R. Latimer to a bill of complaint, filed against him and others, in the Circuit Court of the County of Isle of Wight, in the State of Virginia.

This respondent, now and at all times hereafter, saving and reserving to himself the benefit of all exception and advantage, or otherwise, that can or may be taken or had to the many errors, uncertainties and imperfections of the said bill of complaint contained, for answer thereto, or to so much thereof as it is necessary or material for him to answer, answers and says:

1. That it is true that he is in possession of a Hupmobile Sedan, which he purchased from Mitchell Motor Company, a licensed dealer, and which may be the automobile mentioned in the bill of complaint.

2. That he knows nothing of any sale of the said automobile, or any other automobile, to A. T. Austin by Mitchell Motor Company, or any one else, nor does he know anything of any contract, conditional sales agreement, or any other agreement, of any character, between Mitchell Motor Company and A. T. Austin, or any recordation of any contract of agreement.

3. That he knows nothing of any sale or delivery, or sale and delivery of said automobile, or any other automobile, by said A. T. Austin, to B. C. Britt, or any other person.

4. That he knows nothing of any transfer or assignment of any agreement or contract from Mitchell Motor Company to the complaint in this suit, or any assignment of any contract or agreement, affecting the title to the said automobile now in his possession, to or from any person whatsoever.

5. That he knows nothing of the truth or falsity of any other allegation in said bill of complaint not herein specifically answered, and to all of the allegations in said bill of complaint he calls for strict proof.

And now having fully answered the said bill of complaint this respondent prays to be hence dismissed with his reasonable costs by him about his suit in this behalf expended.

W R Latimer

Johnson & Stephens, p.d.

State of Virginia,

County of Isle of Wight, to-wit:

I, A. S. Johnson, a Commissioner in Chancery for the Circuit Court of the County of Isle of Wight, in the State of Virginia, do hereby certify that W. R. Latimer, whose name is signed to the foregoing answer has this day personally appeared before me in my said County, and made oath that the statements therein contained are true so far as made upon his own knowledge, and so far as made upon information he believes them to be true.

Given under my hand this 4 day of January, 1927.

A S Johnson
Commissioner in Chancery.

9
Virginia: In the Circuit
Court of Isle of Wight
County.

The National Credit Corp.

v) Chancery. 489.

A. T. Austin et als.

Answer of W. R. Latimer

Filed Jan. 5th. 1927.

B.D.W.

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

The National Credit Corporation

v) Chancery. 489.

A. T. Austin, B. C. Britt and W. R. Latimer.

Demurrer to Bill.

The defendant, W. R. Latimer, by protestation, not confessing or acknowledging all or any of the matters and things in the complainant's bill contained to be true in the manner and form as the same are therein and thereby set forth and alleged, doth demur to the said bill and say that the same is not sufficient in law, and for cause of demurrer doth show:

1. That if there is in existence such a ~~contract~~^{as the} said bill suggests, between Mitchell Motor Company and A. T. Austin, and as alleged therein, it does not appear that it has been so recorded as to put the defendant, W. R. Latimer, on notice.

2. That there is no authority in law for the transfer or assignment of such a contract, if, in fact, it exists, to complainant, or any one else.

3. That the contract relied upon by the complainant to establish his claim against this defendant is not sufficiently set forth in the bill to enable him to make a proper defense.

4. That if the said contract has been recorded in the office of the Motor Vehicle Commissioner of the State of Virginia, then the remedy is in law and not in equity, and this court has no jurisdiction.

Wherefore, and for divers other causes of demurrer appearing in said bill, this defendant doth demur thereto, and prays the judgment of this honorable Court, whether he shall be compelled to make

any other or further answer to said bill; and he humbly prays that
he be hence dismissed with his reasonable costs in this behalf sus-
tained.

W. R. Latimer,

By John T. Selph, his counsel.

Virginia: In the Circuit
Court of the County of
Isle of Wight.

The National Credit Corpo-
ration

v) Chancery. 489.

A. T. Austin et als.

Demurrer to bill.

Filed *Jan 5*, 1927.

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

THE NATIONAL CREDIT CORPORATION.....COMPLAINANT
VS).....BILL OF COMPLAINT

A.T. AUSTIN, B.C. BRITT AND W.R. LATIMER.....DEFENDANTS
TO THE HONORABLE B.D. WHITE, JUDGE OF THE CIRCUIT COURT OF ISLE OF
WIGHT COUNTY, VIRGINIA:

Your complainant respectfully represents that it is a corporation incorporated under the laws of the State of Virginia whose principal office is in the City of Richmond, Virginia and whose business it is to finance the payments of automobiles under conditional sale agreements. Your complainant further represents that the Mitchell Motor Company entered into a certain agreement on the 18th day of March, 1926 with one A.T. Austin of Suffolk, Virginia for the sale of a certain Hupp Automobile type of said automobile being a sedan, the serial number of said automobile being 20965 and motor number A18570, the selling price of said automobile including financing of the purchase of said automobile being \$1750.93, \$650.00 having been paid in cash at the time of delivery, leaving a balance of \$1100.93 due, payable in eighteen monthly installments of \$61.17 each payment being evidenced by a promissory note signed by A.T. Austin. The said contract having been signed by the said A.T. Austin and Mitchell Motor Company and the said agreement for value received was sold, assigned, and transferred to your complainant, the National Credit Corporation on the 18th day of March, 1926, at Suffolk, Virginia and properly recorded in the office of the Motor Vehicle Commissioner, Richmond, Virginia under title number B368644. Your ^{Complainant} complainant would further show that there is still ~~debt~~ ^{having been made in payments under contract} ~~being~~ ^{Cap.} a balance of \$856.75 due, payable unto said National ~~Sale Agreement~~ referred to above, your complainant would also show as provided in the contract and note that there is justly due as attorney's fee 10% of the amount still due. A copy of said agreement is hereby made a part of this bill of complaint and attached hereto marked Exhibit "A".

Your complainant would further show that on or about the first of May, 1926, the said A. T. Austin without the knowledge or consent of your complainant did trade, sell and deliver said automobile to one B. C. Britt, and who later without the knowledge or consent of your complainant did sell, trade and deliver said automobile to one W. R. Latimer who is at this time in possession of the said automobile. All of the said parties to the above transactions had knowledge of the above described agreement made and entered into with your complainant by the said A. T. Austin and the said National Credit Corporation.

In consideration whereof, and for as much as your complainant is remediless in the premises save in the Court of equity, your complainant prays that the said A.T. Austin, B.C. Britt and W.R. Latimer may be made party ^{is} defendant to this bill, and required, but not on oath to answer the same, the oath being hereby waived; that the above described automobile which is now in the possession or under the control of the said W.R. Latimer may be taken possession of by the Court and the same delivered to your complainant and that an order may be entered in the favor of your complainant authorizing the sale of the above described specific personal property, ^{by the complainant under and according to terms of said agreement} and personal judgment be rendered against the defendants for the balance due under said agreement, together with all costs, damages and interest; and that your complainant shall have all such further, and other, and general relief in the premises as the nature of its case may require, or to equity shall seem meet.

National Credit Corporation

BY H. Mayo Shugart Sec.

Argy H. Holland,
Counsel

STATE OF VIRGINIA

City of Suffolk to-wit:

The National Credit Corporation by H. Mayo Shugart ^{secretary and agent of} ~~its secretary~~ the complainant named in the foregoing bill, being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be upon information, and that so far as they are therein stated to be upon information, ~~he~~ believes them to be true.

Taken, sworn to and subscribed before me

a Notary Public of and for the

the City and State aforesaid, in my City aforesaid, this 9th day
of September, 1926.

Wm. H. Hallard

Notary Public.

My commission expires on the 1st day of October 1927

4

#489

National Credit Corporation
vs. Bill of Complaint
A.T. Austin, B.C. Britt and
W.R. Latimer

Felia Hope-
R. A. E. etc.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA