1901-018
Nansemond Co (Suffolk) Chancery Causes: Lincoln Savings & Trust Co etc vs Southern Lumber Co et al

James & Charles A. Maguire], Farmers Bank of Nansemond], Jones, Cremer

$ 385 36

PHILADELPHIA, Dec. 24th 1897

On Demand We promise to pay to the order of the

Contractors Title

~~LINCOLN~~ SAVINGS AND TRUST COMPANY,

Three hundred eighty five and 36/100 DOLLARS,

WITH INTEREST, at the rate of six per cent. per annum WITHOUT DEFALCATION, FOR VALUE RECEIVED, hereby waiving all right to stay of execution and exemption of property in any suit on this note, as collateral security we have delivered 260 Shs. Southern Lumber Co. (also held as collateral for a previous loan)

and do agree, on demand, to deposit with the holders such additional security as they may from time to time require; and in default thereof, this note shall instantly become due and payable as though it had actually matured, and upon default of payment at maturity, whether such maturity occurs by expiration of time or default in depositing additional security as above agreed, do hereby authorize and empower the holders hereof, for the purpose of liquidation of this note and of all interest and costs thereon, to sell and transfer the collateral pledged, in whole or in part, without any previous demand upon or notice to us, either at Brokers' Board or at public or private sale with the right of becoming the purchaser and absolute owners thereof, free of all trusts and claims, should such sale be made at Brokers' Board, or be public. And further we agree that the securities hereby pledged, together with any that may be pledged hereafter, shall be applicable in like manner to secure the payment of any past or of any future obligations held by the holders of this obligation, and all of our securities in their hands shall stand as one general continuing collateral security for the whole of our obligations, so that the deficiency on any one shall be made good from the collaterals for the rest.

No.

Signed James & Chas A. Magee [SEAL]

Exhibit B.

$ 5724.17 PHILADELPHIA, Nov. 22nd 1897

On demand We promise to pay to the order of the

Contractors Title
~~LINCOLN~~ SAVINGS AND TRUST COMPANY,

Fifty seven hundred twenty-four and 17/100 DOLLARS,

WITH INTEREST, at the rate of six per cent. per annum WITHOUT DEFALCATION, FOR VALUE RECEIVED, hereby waiving all right to stay of execution and exemption of property in any suit on this note, as collateral security we have delivered 260 Shares Southern Lumber Co.

and do agree, on demand, to deposit with the holders such additional security as they may from time to time require; and in default thereof, this note shall instantly become due and payable as though it had actually matured, and upon default of payment at maturity, whether such maturity occurs by expiration of time or default in depositing additional security as above agreed, do hereby authorize and empower the holders hereof, for the purpose of liquidation of this note and of all interest and costs thereon, to sell and transfer the collateral pledged, in whole or in part, without any previous demand upon or notice to us, either at Brokers' Board or at public or private sale with the right of becoming the purchaser and absolute owners thereof, free of all trusts and claims, should such sale be made at Brokers' Board, or be public. And further We agree that the securities hereby pledged, together with any that may be pledged hereafter, shall be applicable in like manner to secure the payment of any past or of any future obligations held by the holders of this obligation, and all of our securities in their hands shall stand as one general continuing collateral security for the whole of our obligations, so that the deficiency on any one shall be made good from the collaterals for the rest.

No. Copy Signed James & Chas A. Maguire [SEAL]

Exhibit A.

Lincoln Savings & Trust Company
Vs. In Chancery
Southern Lumber Company
Costs

Summons with injunction 50. 8 Copies 200 =		$ 2.50
Rect 18¢ 1st Rules 50. filing bill 15¢ =		83
Injunction Bond 75 Copy of Recrd 50¢ =		1.25
Exhibits 75. filing Power of Atty 15¢ =		90
2nd Rule 50 Entering return 35¢ =		85
Injunction Order 36 Lay Cost 20 Copy 20¢ =		76
Rule on Ord of Pub 50 Copy for printer 20 post 20 =		90
Alias Copy 50 one Copy 25 noting return 35 =		1.10
Oath non res. 15 filing affidavit 15 Rect 18 =		~~48~~
Order of Dismissal		36
A P Gomer Clerk		~~$~~ 9.93
A A Baker Sheriff		1.50
Writ Tax	pd	1.50
		~~$~~ 12.93
Atty		15 00
		~~$~~ 27.93

Costs

Circuit Court.

Tuesday after the Second Monday in April and October,

HON. ROBERT R. PRENTIS, Judge.
AZRA P. GOMER, Clerk.

Nansemond County Clerks' Office.

County Court.

Second Monday in each month.

HON. WILBUR J. KILBY, Judge.
ROBERT R. SMITH, Clerk.
E. E. HOLLAND, Commonwealth's Attorney.
ALEX. H. BAKER, Sheriff.
SYDNEY T. ELLIS, County Treasurer.
JOHN B. PINNER, Commissioner of Accounts.

Suffolk, Va., 1

VIRGINIA—IN THE CLERK'S OFFICE of the Circuit Court of Nansemond county, in vacation, on Friday, the 5th day of October, 1900—

The Lincoln Savings and Trust Company, suing, &c.....Plaintiff,
AGAINST
The Southern Lumber Company and others.....Defendants.

The object of this suit is to set aside the deed of trust dated January 29th, 1900, purporting to be from the Southern Lumber Company, and to convey to W. H. Jones, Jr., trustee, the land and saw-mill plant of the Southern Lumber Company near the town of Suffolk, Va., and the franchises of said Company, to secure an alleged indebtedness of $5,000 to the Farmers Bank of Nansemond, as executed by the then president, and secretary and treasurer of said Company without authority, and void, and also as being fraudulent and void; and to declare the said indebtedness and the note representing the same as not the indebtedness or note of the said Southern Lumber Company, and as fraudulent and void.

And affidavit having been made that the defendants James Maguire and Charles A. Maguire are non-residents of this State, the said defendants individually, and as partners doing business under the name and style of James and Charles A. Maguire, are required to appear here within fifteen days after due publication of this order and do what is necessary to protect their interests.

And it is ordered that a copy of this order be forthwith published once a week for four successive weeks in the SUFFOLK HERALD, a newspaper printed in the town of Suffolk, in the county of Nansemond, and be posted at the front door of the Courthouse of said county on the first day of the next County Court for said county after the entry of this order.

A Copy—Teste:
A. P. GOMER, Clerk.
WALKE & OLD, p. q. oc12-4w

I A P Gomer Clerk of the Circuit Court of Nansemond County do hereby certify that the above order of publication was posted at the front door of the Nansemond County Court House on Monday the 12th day of November 1900 it being the first day of the County Court of the said County

A P Gomer Clerk

VIRGINIA—IN THE CLERK'S OFfice of the Circuit Court of Nansemond county, in vacation, on Friday, the 5th day of October, 1900—

The Lincoln Savings and Trust Company, suing, &c.....Plaintiff,

AGAINST

The Southern Lumber Company and others.....Defendants.

The object of this suit is to set aside the deed of trust dated January 29th, 1900, purporting to be from the Southern Lumber Company, and to convey to W. H. Jones, Jr., trustee, the land and saw-mill plant of the Southern Lumber Company near the town of Suffolk, Va., and the franchises of said Company, to secure an alleged indebtedness of $5,000 to the Farmers Bank of Nansemond, as executed by the then president, and secretary and treasurer of said Company without authority, and void, and also as being fraudulent and void; and to declare the said indebtedness and the note representing the same as not the indebtedness or note of the said Southern Lumber Company, and as fraudulent and void.

And affidavit having been made that the defendants James Maguire and Charles A. Maguire are non-residents of this State, the said defendants individually, and as partners doing business under the name and style of James and Charles A. Maguire, are required to appear here within fifteen days after due publication of this order and do what is necessary to protect their interests.

And it is ordered that a copy of this order be forthwith published once a week for four successive weeks in the SUFFOLK HERALD, a newspaper printed in the town of Suffolk, in the county of Nansemond, and be posted at the front door of the Courthouse of said county on the first day of the next County Court for said county after the entry of this order.

A Copy—Teste:

A. P. GOMER, Clerk.

WALKE & OLD, p. q. oc12-4w

——NEW——

Virginia: In the Clerk's Office of the Circuit Court of Nansemond County, in vacation, on Friday, the 5th day of October, 1900.

The Lincoln Savings and Trust Company, suing &c, Plaintiff,

vs.

The Southern Lumber Company and others, Defendants.

The object of this suit is to set aside the deed of trust dated January 29th, 1900, purporting to be from the Southern Lumber Company, and to convey to W.H.Jones Jr, Trustee, the land and saw mill plant of the Southern Lumber Company near the town of Suffolk, Va., and the franchisesof said Company, to secure an alleged indebtedness of $5000. to the Farmers Bank of Nansemond, as executed by the then president, and Secretary and Treasurer of said Company without authority, and void, and also as being fraudulent and void; and to declare the said indebtedness and the note representing the same as not the indebtedness or note of the said Southern Lumber Company, and as fraudulent and void.

And affidavit having been made that the defendants James Maguire and Charles A.Maguire are non-residents of this State, the said defendants individually, and as partners doing business under the name and style of James & Charles A.Maguire, are required to appear here within fifteen days after due publication of this order, and do what is necessary to protect their interests.

And it is ordered that a copy of this order be forthwith published once a week for four successive weeks, in The Suffolk Herald, a newspaper printed in the town of Suffolk, in the County of Nansemond, and be posted at the front door of the Court House of said County on the first day of the next County Court for said County after the entry of this order.

Order of Publication

This day personally appeared before me Richard Waller and made affidavit that James Maguire and Charles A Maguire are non residents of the State of Virginia this the 3rd day of October 1900.

A D Gomer Clerk

In the Circuit Court of Nansemond County.

The Lincoln Savings and Trust Company, a corporation duly incorporated under the laws of the State of Pennsylvania, suing for the benefit of itself and all other stockholders of the Southern Lumber Company, who may wish to come in,

In Chancery

vs.

The Southern lumber Company, a corporation duly incorporated under the laws of the State of Virginia, James Maguire, Charles A. Maguire, and the said James Maguire and Charles A. Maguire, partners doing business under the firm name and style of James & Charles A.Maguire, W.H.Jones Jr, Trustee, the Farmers Bank of Nansemond, a corporation duly incorporated under the laws of the State of Virginia, and A.B.Cramer.

Issue summons in chancery to 2nd October Rules, 1900.

Pay $1.50

Wallace & Old p.q.

Memorandum

The Lincoln Savings and Trust Company &c
Against } Injunction
The Southern Lumber Company &c.

On the motion of the plaintiff, in the above cause, by its counsel, and for good cause shown, a writ of injunction is hereby awarded the plaintiff to enjoin and restrain the defendant H. H. Jones Jr. Trustee, his agents and all others concerned from advertising or selling the property or any part thereof, set out and described in the deed of trust dated January 29th 1900, purporting to be signed by the Southern Lumber Company, by James Maguire President with the seal of the company attached, attested by Charles A. Maguire Secretary and Treasurer, and purporting to convey the said property to H. H. Jones Jr. Trustee, to secure an alleged indebtedness of $5000 to the Farmers Bank of Nansemond; and also to enjoin and restrain A. B. Cranor the tenant of the said property, to wit, the land and saw-mill plant of the Southern Lumber Company near the Town of Suffolk, in the County of Nansemond, Virginia, from paying the rents accruing or to accrue from

the said property, to the said Farmers Bank of Nansemond, or to the Cashier or any officer or agent of the said Bank or to any other person save a Receiver to be hereafter appointed; but the plaintiff is not to have the benefit of this order until it or some one for it shall enter into bond, with sufficient surety before the Clerk of this Court in the penalty of $1000 payable to the Commonwealth of Virginia, and conditioned to pay all such costs as may be awarded against the said plaintiff and all such damages as may be incurred in case this injunction shall be dissolved.

Robert R. Prentis

To the Clerk of the Circuit
Court of Nansemond County
A Copy. Teste:

A P Gomer Clerk

Octo 1st 1900.

I A P Gomer Clerk of the Circuit Court of Nansemond County do certify that the bond required by the above order has been given with security deemed sufficient by me

Teste:

Oct 3rd 1900.

A P Gomer Clerk

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

~~YOU ARE HEREBY~~ COMMAND~~ED TO SUMMON~~ We you, as at another time we have commanded you, that you summon The Southern Lumber Company a Corporation duly incorporated under the laws of the State of Virginia James Maguire, Charles A Maguire, and the said James Maguire and Charles A Maguire partners doing business under the firm name and Style of James & Charles A Maguire, W. H. Jones Jr Trustee, the Farmers Bank of Nansemond a Corporation, duly incorporated under the laws of the State of Virginia and A. B. Cramer

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the First Monday in November 1900, to answer a Bill in Chancery, exhibited against them in the said Court by The Lincoln Savings and Trust Company a Corporation duly incorporated under the laws of the State of Pennsylvania suing for the benefit of itself and all other stockholders of the Southern Lumber Company who may wish to come in

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 27th day of October, 1900, in the 125th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste:

A. P. Gomer, CLERK.

All Available Text Successfully Captured

p. q.

Southern Lumber Company

vs. } In Chancery.
Alias
Summons

1900

November Rules.

First Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 204

October 3rd, 1900 Alias Summons issued.

Service accepted.

The Southern Lumber Co

by A. T. Bell Agent

President.

RICH'D WALKE. WM. W. OLD.
WALKE & OLD,
Attorneys and Counsellors at Law,
OFFICES: 1, 2 & 3 LOWENBERG BUILDING,
No. 190 MAIN STREET,
NORFOLK, VA.

October 31, 1900.

A. P. Gomer Esq., Clerk
Circuit Court of Nansemond County,
Suffolk, Virginia.

Dear Sir:

I enclose herewith the process lately received from you in the suit of Lincoln Savings and Trust Company v. Southern Lumber Company et als, with service duly accepted by the Southern Lumber Company, by H.B. Weymer, its President.

Yours very truly,

Richard Walke

The Lincoln Savings and Trust Company &c.
Against } Injunction
The Southern Lumber Company &c.

On the motion of the plaintiff, in the above cause, by its counsel, and for good cause shown, a writ of injunction is hereby awarded the plaintiff to injoin and restrain the defendant W. H. Jones Jr. Trustee, his agents and all others concerned, from advertising or selling the property, or any part thereof, set out and described in the deed of trust dated January 29th 1900, purporting to be signed by the Southern Lumber Company, by James Maguire, President, with the seal of the Company attached, attested by Charles A. Maguire, Secretary and Treasurer, and purporting to convey the said property to W. H. Jones Jr. Trustee, to secure an alleged indebtedness of $5000. to the Farmers Bank of Nansemond, and also to injoin and restrain A. B. Cramer the tenant of the property, to wit the land and saw-mill plant of the Southern Lumber Company near the Town of Suffolk, in the County of Nansemond, Virginia, from paying the rents accruing or to accrue from the

said property to the said Farmers Bank of Nansemond, or to the Cashier or any officer or agent of the said Bank or to any other person save a Receiver to be hereafter appointed; but the plaintiff is not to have the benefit of this order until it, or some one for it, shall enter into bond, with sufficient surety, before the Clerk of this Court in the penalty of $1000. payable to the Commonwealth of Virginia, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as may be incurred in case this injunction shall be dissolved.

Robert R. Prentis

To the Clerk of the Circuit
Court of Nansemond County.
Oct 1st 1900 A Copy

Teste: A P Gomer clerk

I A P Gomer clerk of the Circuit Court of Nansemond County do certify that the bond required by the above order has been given with security deemed sufficient by me.

Teste:

A P Gomer clerk

Oct 3rd 1900.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON The Southern Lumber Company a Corporation duly incorporated under the laws of the State of Virginia James Maguire Charles A Maguire and the said James Maguire and Charles A Maguire partners doing busenes under the firm name and style of James & Charles A Maguire & W Jones Jr Trustee the Farmers Bank of Nansemond a Corporation duly incorporated under the laws of the State of Virginia and A Blevans

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the Third Monday in October 1900, to answer a Bill in Chancery, exhibited against them in the said Court by The Lincoln Savings and Trust Company a corporation duly incorporated under the laws of the State of Pennsylvania suing for the benefit of itself and all other Stockholders of the Southern Lumber Company who may wish to come in.

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 3rd day of October 1900, 1——, in the 124th year of the Commonwealth.

A copy—Teste:
A P Gomer, CLERK.

Teste:
A P Gomer, CLERK.

Walke & Old p. q.

A Copy for
James Maguire
of the firm of James &.
vs. ~~In Chancery.~~
Charles A Maguire

1900
October Rules.
Third Monday.

Nansemond Circuit Court.

Process Book No. 21

Page

The Lincoln Saving and Trust Company &c.
Against } Injunction
The Southern Lumber Company &c.

On the motion of the plaintiff, in the above cause, by its counsel, and for good cause shown, a writ of injunction is hereby awarded the plaintiff to injoin and restrain the defendant W.H. Jones Jr. Trustee, his agents and all others concerned from advertising or selling the property, or any part thereof, set out and described in the deed of trust dated January 29th, 1900, purporting to be signed by the Southern Lumber Company, by James Maguire, President, with the seal of the Company attached, attested by Charles A. Maguire Secretary and Treasurer, and purporting to convey the said property to W.H. Jones Jr. Trustee, to secure an alleged indebtedness of $5000. to the Farmers Bank of Nansemond; and also to injoin and restrain A.B. Cramer, the tenant of the said property, to wit, the land and saw-mill plant of the Southern Lumber Company near the Town of Suffolk, in the County of Nansemond, Virginia, from paying

the rents accruing or to accrue from the said property to the said Farmers Bank of Nansemond or to the Cashier or any officer or agent of the said Bank or to any other person save a Receiver to be hereafter appointed; but the plaintiff is not to have the benefit of this order until it, or some one for it, shall enter into bond with sufficient surety, before the Clerk of this Court in the penalty of $1000. payable to the Commonwealth of Virginia, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as may be incurred in case this injunction shall be dissolved.

Robert R. Prentis

To the Clerk of the Circuit
Court of Nansemond County.
Oct 1st 1900 A Copy Teste:

A P Gomer clerk

I A P Gomer clerk of the Circuit Court of Nansemond County do certify that the bond required by the above order has been given with security deemed sufficient by me

Oct 3rd 1900 Teste:

A P Gomer clerk

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON The Southern Lumber Company a corporation duly incorporated under the laws of the State of Virginia, James Maguire, Charles A Maguire and the said James Maguire and Charles Maguire partners doing business under the firm name and style of James & Charles A Maguire W H Jones Jr Ruslie the Farmers Bank of Nansemond a corporation duly incorporated under the laws of the State of Virginia and A B Cranmer

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the Third Monday in October 1900, to answer A Bill in Chancery, exhibited against them in the said Court by The Lincoln Savings and Trust Company a Corporation duly incorporated under the laws of the State of Pennsylvania suing for the benefit of itself and all other stockholders of the Southern Lumber Company who may wish to come in

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 3rd day of October 1900, in the 124th year of the Commonwealth.

A copy—Teste:
A P Gomer, CLERK.

Teste:
A P Gomer, CLERK.

Walke v Old p. q.

A Copy for b charles
A Maguire of the
firm of James &
vs. ~~In Chancery.~~
Charles A Maguire

1900
October Rules.
Third Monday.

Nansemond Circuit Court.

Process Book No. 21

*Page*_____

The Lincoln Savings and Trust Company &c.
Against } Injunction
The Southern Lumber Company &c.

On the motion of the plaintiff, in the above cause, by its counsel, and for good cause shown, a writ of injunction is hereby awarded the plaintiff to injoin and restrain the defendant W.H. Jones Jr., Trustee, his agents and all others concerned, from advertising or selling the property, or any part thereof, set out and described in the deed of trust dated January 29th. 1900, purporting to be signed by the Southern Lumber Company, by James Maguire, President, with the seal of the Company attached, attested by ~~the~~ Charles A. Maguire, Secretary and Treasurer, and purporting to convey the said property to W.H. Jones Jr. Trustee, to secure an alleged indebtedness of $5000. to the Farmers Bank of Nansemond; and also to injoin and restrain A.B. Cramer, the tenant of the said property, to wit, the land and saw-mill plant of the Southern Lumber Company near the Town of Suffolk, in the County of Nansemond, Virginia, from paying the rents accruing or to ac-

cred from the said property to the said Farmers Bank of Nansemond, or to the Cashier or any officer or agent of the said Bank or to any other person save a Receiver to be hereafter appointed; but the plaintiff is not to have the benefit of this order until it, or some one for it, shall enter into bond, with sufficient surety, before the Clerk of this Court in the penalty of $1000. payable to the Commonwealth of Virginia, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as may be incurred in case this injunction shall be dissolved.

Robert R. Prentis

To the Clerk of the Circuit
Court of Nansemond County.
A Copy Teste;
Oct 1st 1900 A P Gomer clerk

I A P Gomer clerk of the Circuit Court of Nansemond County do certify that the bond required by the above order has been given with security deemed sufficient by me.
Oct 3rd 1900 Teste: A P Gomer clerk

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON The Southern Lumber Company a Corporation duly incorporated under the laws of the State of Virginia James Maguire Charles A Maguire and the said James Maguire and Charles A Maguire partners doing busines under the firm name and Style of James & Charles A Maguire, W Jones Jr Trustee the Farmers Bank of Nansemond a Corporation duly incorporated under the laws of the State of Virginia and A Blevanes

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the Third Monday in October 1900, to answer a Bill in Chancery, exhibited against them in the said Court by The Lincoln Savings and Trust Company a Corporation duly incorporated under the laws of the State of Pennsylvania suing for the benefit of itself and all other stockholders of the Southern Lumber Company who may wish to come in.

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 3rd day of October 1900, ~~1~~, in the 124th year of the Commonwealth.

A Copy—Teste:
A P Gomer, CLERK.

Teste:
A P Gomer, CLERK.

Walke v Old p. 9.

A copy for
Charles A Maguire

vs. } In Chancery.

1900
October Rules.
Third Monday.

Nansemond Circuit Court.

Process Book No. 21

Page

The Lincoln Savings and Trust Company &c.
Against } Injunction
The Southern Lumber Company &c.

On the motion of the plaintiff, in the above cause, by its counsel, and for good cause shown, a writ of injunction is hereby awarded the plaintiff to injoin and restrain the defendant W.H. Jones Jr. Trustee, his agents and all others concerned, from advertising or selling the property, or any part thereof, set out and described in the deed of trust dated January 29th 1900, purporting to be signed by the Southern Lumber Company, by James Maguire, President, with the seal of the Company attached, attested by Charles A. Maguire, Secretary and Treasurer, and purporting to convey the said property to W.H. Jones Jr. Trustee to secure an alleged indebtedness of $5000. to the Farmers Bank of Nansemond; and also to injoin and restrain A.B. Cramer the tenant of the said property, to wit, the land and saw-mill plant of the Southern Lumber Company near the Town of Suffolk, in the County of Nansemond, Virginia, from paying the rents accruing or to accrue from the said property to the said Farmers Bank of

Nansemond, or to the Cashier or any officer or agent of the said Bank or to any other person save a Receiver to be hereafter appointed; but the plaintiff is not to have the benefit of this order until it, or some one for it, shall enter into bond, with sufficient surety, before the Clerk of this Court in the penalty of $1000. payable to the Commonwealth of Virginia, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as may be incurred in case this injunction shall be dissolved.

Robert R Prentis

To the Clerk of the Circuit
Court of Nansemond County.

A Copy Teste:
Oct 1st 1900 A P Gomer clerk

I A P Gomer clerk of the Circuit Court of Nansemond County do certify that the bond required by the above order has been given with security deemed sufficient by me

Teste A P Gomer clerk
Oct 2nd 1900.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON The Southern Lumber Company a Corporation duly incorporated under the laws of the State of Virginia James Maguire Charles A Maguire and the said James Maguire and Charles A Maguire partners doing business under the firm name and style of James & Charles A Maguire W St Jones Jr Trustee, the Farmers Bank of Nansemond a Corporation duly incorporated under the laws of the State of Virginia and A Bleramer

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the Third Monday in October 1906, to answer a Bill in Chancery, exhibited against them in the said Court by The Lincoln Savings and Trust Company a Corporation duly incorporated under the laws of the State of Pennsylvania suing for the benefit of itself and all other stockholders of the Southern Lumber Company who may wish to come in

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 3rd day of October 1906, in the 124th year of the Commonwealth.

A copy—Teste:
A P Gomer, CLERK.

Teste:
A P Gomer, CLERK.

Waller & Old ..... p. q.

A Copy for
James Maguire

vs. } In Chancery.

1900
October Rules.
Third Monday.

Nansemond Circuit Court.

Process Book No. 21

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The Lincoln Savings and Trust Company &c.
Against } Injunction
The Southern Lumber Company &c.

On the motion of the plaintiff, in the above cause, by its counsel, and for good cause shown, a writ of injunction is hereby awarded the plaintiff to injoin and restrain the defendant W.H. Jones Jr. Trustee, his agents and all others concerned, from advertising or selling the property, or any part thereof, set out and described in the deed of trust dated January 29th 1900 purporting to be signed by the Southern Lumber Company, by James Maguire President, with the seal of the Company attached, attested by Charles A. Maguire, Secretary and Treasurer, and purporting to convey the said property to W.H. Jones Jr. Trustee to secure an alleged indebtedness of $5000. to the Farmers Bank of Nansemond; and also to injoin and restrain A.B. Cramer, the tenant of the said property, to wit, the land and saw-mill plant of the Southern

Lumber Company near the Town of Suffolk, in the County of Nansemond, Virginia, from paying the rents accruing or to accrue from the said property to the said Farmers Bank of Nansemond, or to the Cashier or any officer or agent of the said Bank or to any other person save a Receiver to be hereafter appointed; but the plaintiff is not to have the benefit of this order until it or some one for it, shall enter into bond, with sufficient surety, before the Clerk of this Court in the penalty ~~of~~ $1000. payable to the Commonwealth of Virginia, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as may be incurred in case this injunction shall be dissolved.

Robert R. Prentis

To the Clerk of the Circuit Court of Nansemond County.

Oct 1st 1900 A Copy

Teste: A P Gomer clerk

I A P Gomer clerk of the Circuit Court of Nansemond County do certify that the bond required by the above order has been given with security deemed sufficient by me.

Oct 3rd 1900.

Teste: A P Gomer clerk

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON The Southern Lumber Company a Corporation duly incorporated under the laws of the State of Virginia, James Maguire, Charles A Maguire and the said James Maguire and Charles A Maguire partners doing business under the firm name and style of James & Charles A Maguire to A Jones Jr Trustee the Farmers Bank of Nansemond a Corporation duly incorporated under the laws of the State of Virginia and A B Cramer

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the Third Monday in October 1900, to answer a Bill in Chancery, exhibited against them in the said Court by The Lincoln Savings and Trust Company a Corporation duly incorporated under the laws of the State of Pennsylvania suing for the benefit of itself and all other Stockholders of the Southern Lumber Company who may wish to come in.

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 3rd day of October 1900, 1, in the 124th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste:

A P Gomer, CLERK.

Walke & Old ..... p. q.

Lincoln Savings and Trust Company

vs. } In Chancery.

The Southern Lumber Company &c

1900

October ---Rules.

Third ---Monday.

Nansemond Circuit Court.

Process Book No. 21

Page ---

Executed this the 6th day of October 1900 By delivering a true copy of this process with a copy of the writing & order attached thereto to W. H. Jones & Sayles, to C & the injunction order attached thereto to A. B. Cramer in Suffolk, Virginia Bank and to A. B. Cramer in Nansemond, President of the Farmers Bank and Charles A. Maguire and James Maguire and Charles A. Maguire are non-residents of my County.

A. U. Butler Sheriff

The Lincoln Saving and Trust Company &c
against Injunction
The Southern Lumber Company &c

On the motion of the plaintiff, in the above cause, by its counsel, and for good cause shown, a writ of injunction is hereby awarded the plaintiff to injoin and restrain the defendant W.H. Jones Jr., Trustee, his agents and all others concerned, from advertising or selling the property, or any part thereof, set out and described in the deed of trust dated January 29th 1900, purporting to be signed by the Southern Lumber Company, by James Maguire, President, with the seal of the Company attached, attested by Charles A. Maguire, Secretary and Treasurer and purporting to convey the said property to W.H. Jones Jr., Trustee, to secure an alleged indebtedness of $5000. to the Farmers Bank of Nansemond; and also to injoin and restrain A. B. Cramer, the tenant of the said property, to wit: the land and saw-mill plant of the Southern Lumber Company near the

Town of Suffolk, in the County of Nansemond, Virginia, from paying the rents accruing or to accrue from the said property to the said Farmers Bank of Nansemond, or to the Cashier or any officer of the said Bank or to any other person save a Receiver to be hereafter appointed; but the plaintiff is not to have the benefit of this order until it, or some one for it, shall enter into bond, with sufficient surety, before the Clerk of this Court in the penalty of $1000. payable to the Commonwealth of Virginia, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as may be incurred in case this injunction shall be dissolved.

Robert R. Prentis

To the Clerk of the Circuit
Court of Nansemond County.

A Copy Teste:
Oct 1st 1900. A. P. Gomer clerk

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON The Southern Lumber Company a Corporation duly incorporated under the laws of the State of Virginia James Maguire Charles A Maguire and the said James Maguire and Charles A Maguire partners doing business under the firm name and style of James & Charles A Maguire vs Jones Jr Trustee the Farmers Bank of Nansemond a Corporation duly incorporated under the laws of the State of Virginia and A Bleramer

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the_____Monday in October 1900, to answer a Bill in Chancery exhibited against them in the said Court by The Lincoln Savings and Trust Company a Corporation duly incorporated under the laws of the State of Pennsylvania suing for the benefit of itself and all other Stockholders of the Southern Lumber Company who may wish to come in.

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this_____day of October 1900, 1_____, in the 124th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste:

_____, CLERK.

Wake & Old p. q.

vs. } In Chancery.

I_____

_____Rules.

_____Monday.

Nansemond Circuit Court.

Process Book No._____

Page_____

The Lincoln Saving and Trust Company &c.
Against } Injunction
The Southern Lumber Company &c.

On the motion of the plaintiff, in the above cause, by its counsel, and for good cause shown, a writ of injunction is hereby awarded the plaintiff to injoin and restrain the defendant W.H. Jones Jr., Trustee, his agents and all others concerned, from advertising or selling the property, or any part thereof, set out and described in the deed of trust dated January 29th 1900, purporting to be signed by the Southern Lumber Company, by James Maguire, President, with the seal of the Company attached attested by Charles A. Maguire, Secretary and Treasurer, and purporting to convey the said property to W.H. Jones Jr. Trustee, to secure an alleged indebtedness of $5000. to the Farmers Bank of Nansemond; and also to injoin and restrain A.B. Cramer, the tenant of the said property, to wit, the land and saw-mill plant of the Southern Lumber Company near the Town of Suffolk, in the County of Nansemond, Virginia, from paying the rents accruing or to accrue from

the said property to the said Farmers Bank of Nansemond, or to the Cashier or any officer or agent of the said Bank or to any other person save a Receiver to be hereafter appointed; but the plaintiff is not to have the benefit of this order until it, or some one for it, shall enter into bond, with sufficient surety, before the Clerk of this Court in the penalty of $1000. payable to the Commonwealth of Virginia, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as may be incurred in case this injunction shall be dissolved.

Robert R Prentis

To the Clerk of the Circuit
Court of Nansemond County.

A Copy Teste:

A P Gomer clerk

Oct 1st 1900.

I A P Gomer clerk of the Circuit Court of Nansemond County do certify that the bond required by the above order has been given with security deemed sufficient by me

Teste:

Oct 3rd 1900.

A P Gomer clerk

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON The Southern Lumber Company a Corporation duly incorporated under the laws of the State of Virginia James Mayhue Charles A Mayhue and the said James Mayhue and Charles A Mayhue partners doing busines under the firm name and style of James & Charles A Mayhue W H Jones Jr Trustee the Farmers Bank of Nansemond a Corporation duly incorporated under the laws of the State of Virginia and A Blevanes

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the Third Monday in October 1900, to answer a Bill in Chancery, exhibited against them in the said Court by The Lincoln Savings and Trust Company a Corporation duly incorporated under the laws of the State of Pennsylvania suing for the benefit of itself and all other Stockholders of the Southern Lumber Company who may wish to come in

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 3rd day of October 1900, in the 124th year of the Commonwealth.

A copy—Teste:
A P Gomer, CLERK.

Teste:
A P Gomer, CLERK.

Walke v Old ..... p. q.

A Copy for The Southern Lumber Company

vs. } *In Chancery.*

1900

October ..... *Rules.*

Third ..... *Monday.*

Nansemond Circuit Court.

Process Book No. 21

Page .....

RICH'D WALKE. WM. W. OLD.
WALKE & OLD,
Attorneys and Counsellors at Law,
OFFICES: 1, 2 & 3 LOWENBERG BUILDING,
No. 190 MAIN STREET,
NORFOLK, VA.

December 27, 1900.

A. P. Gomer Esq.,
Clerk Circuit Court of Nansemond County,
Suffolk, Virginia.

Dear Sir:

Will you please send me a statement of all the costs in the suit of the Lincoln Savings and Trust Company against the Southern Lumber Company and others, including the entry of the dismissal of the suit? I expect in a few days to settle the suit by agreement out of court, and will want to pay the costs.

Yours very truly,

Richard Walke

RICH'D WALKE. WM. W. OLD.
WALKE & OLD,
Attorneys and Counsellors at Law,
OFFICES: 1, 2 & 3 LOWENBERG BUILDING,
No. 190 MAIN STREET,
NORFOLK, VA.

December 13, 1900.

A.P.Gomer Esq., Clerk
Circuit Court of Nansemond County,
Suffolk, Va.

Dear Sir:

Will you please send me the copy of the deed of trust from the Southern Lumber Company to Jones, Trustee, which is an exhibit with the bill in the suit of the Lincoln Savings and Trust Company against the Southern Lumber Company andothers, brought by me a month or two ago? We are about to settle the matter out of court, and I need the copy of the deed of trust for the purpose of drawing the deed to Mr Cramer, who is about to purchase the property. I will return the copy of the deed to you to be replaced among the papers.

Yours very truly

Richard Walke

Mailed as requested
Dec 14th 1900,

KNOW ALL MEN BY THESE PRESENTS, That the Lincoln Savings and Trust Company, a corporation duly incorporated, organized and existing under the laws of the State of Pennsylvania, hath constituted and appointed, and doth hereby constitute and appoint, RICHARD WALKE, of the City of Norfolk, in the State of Virginia, its true and lawful attorney in fact, for it and in its name, place and stead, to sign, seal, execute, acknowledge anddeliver, before the Clerk of the Circuit Court of Nansemond County, Virginia, with such surety or sureties as may be required by the said Clerk, the injunction bond required by the order of injunction granted by the Judge of the Circuit Court of Nansemond County in the suit in chancery in said court of the Lincoln Savings and Trust Company, a corporation duly incorporated under the laws of the State of Pennsylvania, suing for the benefit of itself and all other stockholders of the Southern Lumber Company who may wish to come in, against the Southern Lumber Company, a corporation duly incorporated under the laws of the State of Virginia, James Maguire, Charles A.Maguire, and the said James Maguire and Charles A.Maguire, partners doing business under the firm name and style of James & Charles A.Maguire, W.H.Jones Jr, Trustee, the Farmers Bank of Nansemond, a corporation duly incorporated under the laws of the State of Virginia, and A.B.Cramer, with such penalty as required by the said injunction order, and payable and conditioned as required by said order, hereby authorizing the said attorney in fact to do all things necessary or proper in the premises, and hereby ratifying all things lawfully done by the said attorney-in-fact in the premises, and hereby also adopting as its own for the purpose of the execution of the said bond and of the power hereby conferred any scroll or seal which may be used or affixed by the said attoney-in-fact to the said bond.

IN WITNESS WHEREOF the Lincoln Savings and Trust Company hath caused these presents to be executed in its name by James I.Comly, its president, and its corporate seal to be hereto affixed, attested by John R.Deacon, its Secretary and Treasurer, this first day of October, A.D.1900.

LINCOLN SAVINGS AND TRUST COMPANY

By James I. Comly
President.

Attest: John R. Deacon
Secretary and Treasurer.

STATE OF PENNSYLVANIA,

City and County of Philadelphia, Towit:-

I, Frances P. Malone a Notary Public for the City and County of Philadelphia, in the State of Pennsylvania, do certify that James I.Comly and John R.Deacon, whose names are signed, as the president, and secretary and treasurer, respectively of the Lincoln Savings and Trust Company, to the writing hereto annexed, bearing date on the first day of October, in the year 1900, have acknowledged the same before me in my city and county aforesaid.

Given under my hand and notarial seal this First day of October, in the year 1900.

Frances P. Malone

Notary Public.

Lincoln Savings and Trust
Company

To Power-of-attorney.

Richard Walke.

Power of Attorney-

Know all men by these presents:

That the Fidelity and Deposit Company of Maryland by Edwin Warfield its President and Harry Nicodemus it Asst Secretary in pursuance of a certain resolution of the Board of Directors, duly passed on the 4th day of September A. D. 1895 a copy of which is hereto attached does hereby nominate, constitute and appoint J. E. West of Suffolk, Virginia as its true and lawful attorney in fact to make sign, seal, execute, acknowledge and deliver on its behalf as surety the bond which The Lincoln Savings and Trust Company of Philadelphia Penn. may be required to give by the circuit court of Nansemond County Virginia in its injunction suit vs Southern Lumber Company et al provided the penalty of the bond shall not exceed One Thousand ($1000.00) Dollars, and the execution and acknowledgment of such bond by the said J. E. West shall be as binding upon said company as fully and amply, to all intents and purposes

as if such bond had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore Maryland in their own proper persons. Said bond to contain a waiver of any right or claim to discharge any liability under said bond with coupons detached from bonds of said State of Virginia.

In Testimony Whereof, the said Edwin Warfield President and Harry Nicodemus Asst Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said Fidelity and Deposit Company of Maryland this second day of October A. D. 1900.

Edwin Warfield,
President.

Fidelity + Deposit Company Incorporated 1890 Of Maryland.

Attest:
Harry Nicodemus
Asst. Secretary.

Copy of Resolutions.

Whereas, the Fidelity and Deposit Company of Maryland has hereto-

fore entered the State of Virginia for the transaction of business therein; And

Whereas, it is necessary, in order to facilitate the business of the company in said State to have all classes of bonds executed and acknowledged with promptness;

Now, Therefore, Be It Resolved, at a regular and lawful meeting of the Board of Directors of the Fidelity and Deposit company of Maryland, held at its office in the City of Baltimore, State of Maryland, on this fourth day of September, Anno Domini, eighteen hundred and ninety-five, that the President or either of the Vice-Presidents, by and with the concurrence of the Secretary or Assistant-Secretary be, and he is hereby authorized to make, constitute and appoint by a good and sufficient instrument of writing under the Corporate Seal of this Company, any person or persons in the State of Virginia to execute and acknowledge on its behalf as surety any bond on which this Company is

authorized to become surety in the State of Virginia, and the execution and acknowledgment of said bond by such person or persons so made, constituted and appointed, shall be as binding upon this Company as fully and amply, to all intents and purposes as if said bond had been executed and acknowledged by the regularly elected officers of this Company, in their own proper persons in its behalf at its Home Office in the City of Baltimore, State of Maryland.

I, Edwin Warfield, President and Harry Nicodemus Asst Secretary of the Fidelity and Deposit Company of Maryland, hereby certify that the aforegoing is a true copy taken from the Records of Proceedings of the Board of Directors of the Fidelity and Deposit Company of Maryland.

In Testimony Whereof, we have hereunto subscribed our names as President and Asst Secretary, respectively, and affixed the

Corporate Seal of the Fidelity and Deposit Company of Maryland this second day of October A. D. 1900.

Edwin Warfield,
President.

Harry Nicodemus,
Asst Secretary.

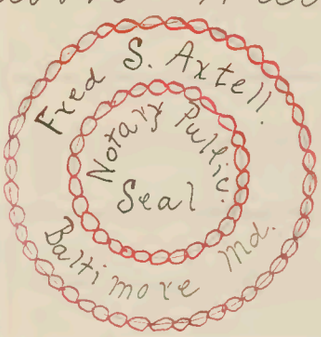
State of Maryland }
City of Baltimore } SS:

On this 2nd day of October A. D. 1900, before the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore duly commissioned and qualified came Edwin Warfield President and Harry Nicodemus Asst. Secretary of the Fidelity and Deposit Company of Maryland, to me personally known to be the individuals and officers described in and who executed the preceding Power of Attorney, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith that they are the said officers

of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In Testimony Whereof I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore the day and year first above written.

Fred S. Axtell,
Notary Public.



A Copy
Teste:
A D Gomez Clerk

Know All Men by These Presents, That we, Lincoln Savings and Trust Company by Richard Walke attorney in fact as principal and Fidelity and Deposit Company of Maryland by J. E. West attorney in fact as surety are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of One Thousand DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this 3rd day of October in the year of our Lord one thousand, ~~eight~~ nine hundred ~~and~~, and in the 125th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas an injunction is awarded in a bill in chancery filed in vacation in the Circuit Court of Nansemond County in the cause of The Lincoln Savings and Trust Company a corporation duly incorporated under the laws of the State of Pennsylvania, suing &c complainant against The Southern Lumber Company and others to enjoin and restrain the defendant F. H. Jones Jr. Trustee his agents and all others concerned from advertising or selling the property or any part thereof set out and described in the deed of trust dated January 29th 1900, purporting to be signed by the Southern Lumber Company &c and also to enjoin and restrain A. B. Cramer the tenant of the said property to wit the land and saw mill plant of the Southern Lumber Company near the Town of Suffolk in the County of Nansemond Virginia from paying the rents accruing or to accrue from the said property to the said Farmers Bank of Nansemond, to the Cashier or any officer or agent of the said Bank or to any other person save a Receiver to be hereafter appointed. SEAL SEAL SEAL SEAL SEAL

But the plaintiff is not to have the benefit of this order, until it or some one for it shall enter into bond with sufficient surety before the Clerk of this Court in the penalty of $1000 payable to the Commonwealth of Virginia and conditioned to pay all such costs as may be awarded against the said plaintiff and all such damages as may be incurred in case this injunction shall be dissolved. Now, therefore if the said Plaintiff shall pay all such costs as may be awared against the said Plaintiff and all such damages as may be incurred in case this injunction shall be dissolved then this obligation to be void otherwise to remain in full force and effect.

Lincoln Savings & Trust Co. (seal)
By Richard Walke (seal)
Attorney in fact
Fidelity and Deposit Company
of Maryland (seal)
by J. E. West, Attorney in fact (seal)

Fidelity & Deposit Company Incorporated 1890 Maryland

In the office of the Clerk of the Circuit Court of Nansemond County on the third day of October, 1905.

The above bond was executed by the Lincoln Savings and Trust Company by Richard Walke attorney in fact as principal and the Fidelity and Deposit Company of Maryland as surety by

J. E. West its duly authorized attorney in fact and acknowledged by said Richard Walke and said J. E. West attorney in fact aforesaid the said Fidelity and Deposit Company of Maryland having complied with all the requirements of the law regulating its admission to transact business in this State and having produced satisfactory evidence of its solvency credit and sufficiency and recorded.

Teste:

A. G. Gomez Clerk

A Copy

Teste:

A. G. Gomez Clerk

All Available Text Successfully Captured

Lincoln Savings and
Trust Company
To
Injunction Bond.

The Commonwealth.

1900
Oct 3rd

Recorded in Bond
Book No 1. Page 216

A copy.

In the Circuit Court of Nansemond County, in Vacation on the 1st day of October 1900.

The LINCOLN SAVINGS AND TRUST COMPANY, a corporation duly incorporated under the laws of the State of Pennsylvania, suing for the benefit of itself and all other stockholders of the Southern Lumber Company, who may wish to come in,

vs.

The SOUTHERN LUMBER COMPANY, a corporation duly incorporated under the laws of the State of Virginia, James Maguire, Charles A.Maguire, and the said James Maguire and Charles A.Maguire, partners doingbusiness under the firm name and style of James & Charles A.Maguire, W.H. Jones Jr, Trustee, the Farmers Bank of Nansemond, a corporation duly incorporated under the laws of the State of Virginia, and A.B.Cramer.

On the motion of the plaintiff, in the above cause, by its counsel, and for good cause shown, a writ of injunction is hereby awarded the plaintiff to injoin and restrain the defendant W.H.Jones, Jr, Trustee, his agents and all others concerned, from advertising or selling the property, or any part thereof, set out and described in the deed of trust dated January 29th, 1900, purporting to be signed by the Southern Lumber Company, by James Maguire, President, with the seal of the Company attached, attested by Charles A.Maguire, Secretary and Treasurer,

and purporting to convey the said property to W.H.Jones Jr, Trustee, to secure an alleged indebtedness of $5000. to the Farmers Bank of Nansemond; and also to injoin and restrain A.B.Cramer, the tenant of the said property, towit, the land and saw-mill plant of the Southern Lumber Company near the Town of Suffolk, in the County of Nansemond, Virginia, from paying the rents accruing or to accrue from the said property to the said Farmers Bank of Nansemond, or to the Cashier or any officer or agent of the said Bank, or to any other person save a receiver to be hereafter appointed; but the plaintiff is not to have the benefit of this order until it, or some one for it, shall enter into bond, with sufficient surety, before the Clerk of this Court in the penalty of $1000. payable to the Commonwealth of Virginia, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as may be incurred in case this injunction shall be dissolved.

W.H.C. Jones

To the Clerk of the
Circuit Court of
Nansemond County.

In the
Circuit Court of Nansemond
C o u n t y.

Lincoln Savings and Trust
Company, suing &c

v.

Southern Lumber Company
and others.

Injunction Order.

Entered Oct. 1, 1900
Robert R. Ellis.
Entered in Chancery
Order Book No 3 Page
306.

TRUSTEE'S SALE OF VALUABLE REAL ESTATE!

By virtue of a certain deed of trust executed to me, as trustee, by the Southern Lumber Company, bearing date on the 29th day of January, 1900, and duly of record in the Clerk's office of Nansemond county, Virginia, Deed Book No. 46, page 10, I shall, at the request of the creditor therein secured, default having been made in payment of the debt therein secured, sell at public auction, in front of the door of the County Courthouse, in the town of Suffolk, Va.,

ON MONDAY, OCTOBER 8, 1900,

(court day), at 12 o'clock M., the following valuable property, to wit:

All that certain tract of land near the eastern boundary line of Suffolk, Virginia, in the county of Nansemond, State of Virginia, containing twenty-five acres (25 acres) one rood (1 rood) and twenty-five poles (25 poles), and bounded by the right-of-way of the Suffolk and Carolina Railway Company, the right-of-way of the Atlantic and Danville (now Southern) Railway Company, and the lands of the Suffolk Land and Improvement Company, and also a certain strip of land in said county lying between the rights-of-way of the said Atlantic and Danville (now Southern) Railway Company and the Norfolk and Carolina Railroad Company, and being a part of the same land sold and conveyed to Charles A. Maguire by W. N. Camp and wife by deed duly recorded in the Clerk's office of Nansemond County Court, in Deed Book No. 20, page 140, and afterwards conveyed by said Charles A. Maguire to said Southern Lumber Company, by deed dated the 6th day of April, 1889, and recorded in the aforesaid Clerk's office, in Deed Book No. 21, page 703, reference to which said deeds is here made, together with the Planing-Mills, Dry-Kilns and Saw-Mills located and erected on said property above described, and belonging to the said Southern Lumber Company, together with the buildings, sheds and other structures erected thereon, and all engines, boilers, flooring machines, exhanster, moulding machines, belting, shaftings, pulleys, cutter-heads, knives, hose, pipes, fittings, tools and all other machinery conveyed in said deed of trust.

TERMS—CASH.

WILLIAM H. JONES, JR.,
Trustee.

se7-tf

"Exhibit E"

THIS DEED OF LEASE, made this Ist day of April 1895, between the Southern Lumber Company, a corporation chartered under the Laws of Virginia, and doing business in the said State, of the one part, and A. B. Cramer, of the County of Nansemond and said State of Virginia, of the other part, WITNESSETH, That the said Southern Lumber Company doth demise and lease unto the said A. B. Cramer, his personal representatives and assigns, ------ that certain "Lumber Plant", consisting of a saw mill, dry kilns and planing mill, with all machinery and appurtenances belonging thereto, and that certain tract, or parcel, of land upon which the said "Lumber Plant" is located, which contains about twenty five acres and is situated in the County of Nansemond, in the State of Virginia, near the eastern boundary of the corporation of Suffolk, in said County, and bounded by the Norfolk & Carolina, Atlantic & Danville and Suffolk & Carolina Railroads and the land of The Nansemond Land Company, from the first day of April 1895, for the term of one year from thence next ensuing, and to expire on the thirty first day of March 1896, yielding therefor, during said term, the rent of eighteen hundred (1800) dollars payable as follows, to wit: One hundred and fifty (150) dollars on the first day of each calendar month after date hereof, during the period of this lease, the first instalment to become due and payable on the first day of May next. The said Lessee, A. B. Cramer, covenants that he will

pay the rent in the manner above stated; that he will not assign without leave; that he will make all repairs necessary to the said plant, keep the said plant in good repair and return the said plant to the said Lessor, Southern Lumber Co., at the expiration of this lease in as good condition as when received; that the said premises shall not be used during the said term for any other purpose or purposes than those specified above; and that at the expiration of said lease, to wit, on the thirty first day of March 1936, without any notice requiring him so to do, the said Lessee, A. B. Cramer, will deliver to the said Lessor, its agents or assigns, quiet and peaceable possession of the said premises.

The said Lessee, A. B. Cramer, covenants to keep the buildings and machinery embraced in this lease insured in some Insurance Company or Companies of good standing to the amount of fifteen thousand (15000) dollars at his own cost and expense for the said Lessor, Southern Lumber Company.

The said Lessor, Southern Lumber Company, covenants for the Lessee's quiet enjoyment of said term.

The said Lessee covenants that the Lessor, its agents or assigns, may reenter for default of 15 days in the payment of any instalment of rent, or for the breach of any covenant herein contained.

The said Southern Lumber Company hereby gives and grants to the said A. B. Cramer the option of purchasing the said "Lumber Plant" and land herein

before described within four months from and after date for the sum of fifteen thousand (15000) dollars, or within twelve months from and after date hereof for the sum of eighteen thousand (18000) dollars, payable as follows: One third cash, and the balance in semiannual payments of twenty five hundred (2500) dollars each, with interest at six per centum per. annum on the deferred payments from date of purchase, to be evidenced by negotiable notes each for the sum of $2500, with interest thereon as aforesaid, secured by lien of deed of trust on the said property.

In witness whereof the signature and seal of the said Southern Lumber Company by the hand of James Maguire, its President, and in attestation thereof the signature of Charles A. Maguire, its Secretary and Treasurer, and the signature and seal of the said A. B. Cramer are hereto affixed.

Southern Lumber Co.

by

Attest James Maguire

-SEAL-

Chas. A. Maguire President.

Sey & Treas.

(SEAL) A. B. Cramer

-Seal-

It is agreed between the respective parties hereto that this deed of Lease shall be extended for one year from April 1st 1896 to April 1st 1897.

Southern Lumber Co.

Attest by Jas Maguire Seal

Prest.

(SEAL) Chas A. Maguire

Sey. & Treas. A. B. Cramer Seal.

J. M. Thomson Witness.

It is agreed between the respective parties hereto
That this Deed of Lease shall be extended for one year
from April 1st/897 to April 1st 1898

Attest Southern Lumber Co.

Chas. A. Maguire by Jas Maguire Prest.

Sey & Treas. Seal

A. B. Cramer Seal

(SEAL)

It is hereby agreeded between the respective parties hereto, that this Deed of Lease shall be extended for five years from April 1st, 1898, to April 1st, 1903; with the proviso that the Southern Lumber Co, shall pay all cost for putting the Sprinkler System in order as per inspectors requirements, and I (A.B.Cramer) build the new kilns now needed.

Southern Lumber Co.

Phila. Jan 7th 1898 by James Maguire
Prest.

Witness Chas A. Maguire
Sey & Treas.

J. M. Thomson

W. C. Wyatt. A. B. Cramer. (Seal

(SEAL)

State of Pennsylvania,

City of Philadelphia, To wit:

I, Wm. S. Messemer, a Notary public of and for the City of Philadelphia in the State of Pennsylvania, do certify that James Maguire, President of the Southern Lumber Company, by whose hand the signature and seal of the said Corporation have been affixed to the said writing aforesaid, has acknowledged the same to be the true signature and seal of the said Corporation, and the said writing, bearing date the Ist day of April 1895, to be the deed of lease of the said Corporation. And the said Charles A. Maguire, its Secretary and Treasurer, whose name is signed to the said writing in attestation of the said signature and seal of the said Corporation has also acknowledged the same before me in the said City. Given under my hand and official seal this day of April 1895.

Wm. S. Messemer

Notary Public.

Seal.

State of Virginia,
County of Nansemond, To wit:-
I, Lee Britt, a notary public in and for the County of Nansemond in the said State, do certify that A.B.Cramer, whose name is signed to the foregoing writing bearing date the Ist day of April 1895, has acknowledged the same before me in the County aforesaid,
Given under my hand this 2nd day of May 1895.

(SEAL)

Lee Britt
Notary Public.

Exhibit D.

This Deed, made this 29th day of January, in the year one thousand nine hundred, between the "Southern Lumber Company", a corporation duly chartered under the laws of Virginia, of the first part, and W.W. Jones Jr., of Nansemond County, Virginia, chosen as trustee for the purposes herein named, of the second part, Witnesseth: That the said party of the first part doth grant and convey unto the said party of the second part, the following real and personal property, to-wit:

1st. All that certain tract of land near the Eastern boundary line of the town of Suffolk, in the County of Nansemond, Virginia, containing twenty five (25) acres, one (1) rood and twenty five (25) poles, and bounded by the right-of-way of the Suffolk & Carolina Rail Road, the right-of-way of the Atlantic & Danville Railway Company and the lands of the Suffolk land and improvement Company.

and also a certain strip of land in said County and State lying between the rights-of-way of said Atlantic & Danville Railway Company and the Norfolk & Carolina Rail Road Company- and being a part of the same land sold and conveyed to Charles A. Maguire by W. N. Camp and wife by deed duly recorded in the Clerk's Office of the County Court of Nansemond County in Deed Book No. 20, page 140 and afterwards conveyed by said Charles A. Maguire to said "Southern Lumber Company" by deed dated the 6th day of April A.D. 1889, and recorded in the aforesaid Clerk's Office in Deed Book No. 21, page 703, reference to which said deeds is here made for a fuller and more accurate description of said lands hereby conveyed.

2nd. "The Planing Mills", "Dry Kilns" and "Saw Mills", located and erected on the land above described, and belonging to

the said party of the first part, together with the buildings, sheds and other structures erected thereon. Also all engines, boilers, flooring machines, exhauster moulding machines, saws, planing machines, grinding machines, belting, shaftings, pulleys, cutter heads, knives, hose, pipes, fittings, tools and all other machinery connected with the said "Planing Mills", "Saw Mills" and "Dry Kilns" attached or appurtenant thereto, or located on the premises above described and herein conveyed. // Also all rights, privileges, powers and appurtenances used and enjoyed by said party of the first part in connection with said mills and dry kilns aforesaid.

In Trust Nevertheless, to secure to the Farmers Bank of Nansemond in Suffolk, Virginia, the payment of the sum of Five Thousand ($5000.00) Dollars, evidenced by negotiable

note of even date with this deed for that sum, executed by the said "Southern Lumber Company" and payable ninety days after date to James Maguire and Charles A. Maguire at the Farmers Bank of Nansemond, in Suffolk, Virginia, and endorsed by the said James Maguire and Charles A. Maguire, and delivered to and made payable by them to the Farmers Bank of Nansemond, in Suffolk, Virginia, the holder of said note. And further to secure any note or notes given in renewal or continuation of the aforesaid note.

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

And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made after first advertising the time, place and terms thereof for thirty days in some Newspaper published in the town of Suffolk, Virginia, and otherwise as the said trustee may deem best, and upon the following terms, to-wit: For cash as to so much of the proceeds of sale as may be necessary to defray the expenses of executing this trust, including a trustee's commission of five per centum, and fee for recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said debt, principal and interest, 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 party of the first part, its

successors or assigns, shall prescribe and direct, or in case of its failure to give such direction at such time and in such manner as the said trustee shall think fit.

The said party of the first part covenants to pay all assessments dues and charges and taxes upon the said property hereby conveyed so long as it shall hold the same; and further covenants and agrees to keep the buildings and machinery upon the property hereby conveyed, insured for the full amount of Five thousand ($5000.00) Dollars for the further protection of the Farmers Bank of Nansemond, or its assigns; and in the event of its 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 shall be made in the payment of the above mentioned debt or insurance premiums, then, upon the request of the party of the first part, a good and sufficient deed of release shall be executed to it at its own proper costs and charges.

In Witness Whereof, the "Southern Lumber Company" has caused this deed to be signed by James Maguire, the President of the said Company, and its corporate seal to be hereunto affixed and attested by Charles A. Maguire, the Secretary and Treasurer of said Company.

Southern Lumber Co.
By James Maguire
Prest.

Attest.
Chas. A. Maguire
Secy & Treas.

SOUTHERN LUMBER COMPANY INCORPORATED 1888 VIRGINIA

State of Pennsylvania,
County of Philadelphia, To Wit:

I, Charles R. Heermans a Notary Public in and for the county aforesaid, in said State, do certify that James Maguire, President and Chas. A. Maguire, Secretary and Treasurer of the Southern Lumber Company whose names are signed to the foregoing writing hereto annexed, bearing date the 29th. day of January, 1900, have acknowledged the same before me in my county aforesaid.

And I do further certify that at the same time they

declared that they had executed the said deed by virtue of legal authority vested in them so to do.

Given under my hand and official seal this the 29th day of January 1900.

Chas. R. Heermann
Notary Public

CHARLES R. HEERMANN, NOTARY PUBLIC
PHILADELPHIA PA

In the Clerk's Office of Nansemond County Court the 2nd. day of February 1900:
This deed was presented with the certificate annexed and admitted to record. The amount of two dollars in Revenue Stamps affixed and cancelled.

Teste:
A. P. Gomer Deputy
for R. R. Smith Clerk

A Copy Teste:

A. P. Gomer Deputy
for R. R. Smith Clerk
Nansemond County Court.

Exhibit C.

Southern Lumber Co.
To
Deed of Trust
W A Jones Jr Trustee
for Farmers Bank
of Nansemond.

Admitted to record
the 2nd day of Feby 1900.
Recorded in Deed Book
No 46. Page 10.

A Copy.

RICH'D WALKE. WM. W. OLD.
WALKE & OLD,
Attorneys and Counsellors at Law,
OFFICES: 1, 2 & 3 LOWENBERG BUILDING,
No. 190 MAIN STREET,
NORFOLK, VA.

January 2, 1901.

Mr A. P. Gomer, Clerk
Circuit Court of Nansemond County,
Suffolk, Va.

Dear Sir:-

I enclose herewith Walke & Old's check payable to your order for $11.43, being for the costs due you as Clerk, $9.93, in the suit of the Lincoln Savings and Trust Company against the Southern Lumber Company and others, and also the costs due Mr A.H.Baker, the Sheriff, $1.50. Please pay Mr Baker the amount due him, and send me his receipt for his bill, as well as yours for the amount of your bill.

I also hereby direct the dismissal of the said suit, the same having been settled. Please file this letter with the papers in the suit, and dismiss the same, or see that the same is dismissed.

Yours very truly,

Richard Walke

I also return herewith the copy of the deed of trust from the Southern Lumber Company to W.H.Jones Jr, Trustee, Exhibit C, with the bill in the cause, which you sent me some days ago at my request, and which you can replace among the papers in the cause.

In the Circuit Court of Nansemond County.

The LINCOLN SAVINGS AND TRUST COMPANY, a corporation duly incorporated under the laws of the State of Pennsylvania, suing for the benefit of itself and all other stockholders of the Southern Lumber Company who may wish to come in,

vs.

The SOUTHERN LUMBER COMPANY, a corporation duly incorporated under the laws of the State of Virginia, James Maguire, Charles A. Maguire, and the said James Maguire and Charles A.Maguire, partners doing business under the firm name and style of James & Charles A. Maguire, W.H.Jones Jr, Trustee, the Farmers Bank of Nansemond, a corporation duly incorporated under the laws of the State of Virginia, and A.B.Cramer.

To the Honorable R.R.Prentis, Judge
of the Circuit Court of Nansemond County:-

1. Humbly complaining sheweth unto your Honor the complainant, the Lincoln Savings and Trust Company, that the said Company is a corporation duly incorporated under the laws of the State of Pennsylvania, doing business in the City of Philadelphia, Pennsylvania; that its first corporate title under its charter was the Contractors Surety Title and Trust

Company, which corporate title was duly changed according to the laws of said State to the Contractors Savings Title and Trust Company; and that said latter corporate title was duly changed according to the laws of said State to its present corporate title, the Lincoln Savings and Trust Company.

2. Your complainant is the bona fide holder and owner of 258 shares, of the par value of $100 per share, of the capital stock of the Southern Lumber Company, a corporation duly incorporated under the laws of the State of Virginia.

On November 22, 1897, James Maguire and Charles A.Maguire, partners doing business under the firm name and style of James & Charles A.Maguire, of the City of Philadelphia, Pennsylvania, as such partners and under such firm name, for value received, made & executed a note to your complainant under your complainant's then name of the Contractors Savings Title and Trust Company, promising to pay on demand to the order of your complainant under its then name as aforesaid, the sum of $5724.17, with interest at the rate of six per centum per annum, without defalcation, for value received, waiving by said note all right to stay of execution and exemption of property in any suit on said note, and as collateral security for the said note they delivered, as stated therein, 260 shares of stock of the said Southern Lumber Company, and agreed on demand to deposit with the holders such additional security as they might from time to time require, and in default thereof said note should instantly become due and payable as though it had actually matured, and upon default of payment at maturity, whether such maturity occurred by expiration of time or default in depositing additional security as above agreed, they authorized and empowered the holders thereof, for the purpose of liquidation of said note and of all interest and costs thereon, to sell and transfer the collateral pledged, in whole or in part, without any

previous demand upon or notice to them, either at Brokers' Board or at public or private sale, with the right of becoming the purchaser and absolute owners thereof, free of all trusts and claims, should such sale be made at Brokers' Board or be public; and they further agreed that the securities thereby pledged, together with any that might be pledged thereafter, should be applicable in like manner to secure the payment of any past or any future obligations held by the holders of said obligation, and that all of their securities in the hands of said holders should stand as one general continuing collateral security for the whole of their obligations, so that the deficiency on any one should be made good from the collaterals for the rest. A copy of the said note of $5724.17 is herewith filed, marked Exhibit A, and prayed to be taken as a part of this bill. Interest is due on the said note from May 7th, 1899.

And on December 24th, 1897, the said James Maguire and Charles A.Maguire, partners doing business under the firm name and style of James & Charles A.Maguire, as such partners and under such firm name, for value received, made and executed a certain other note to your complainant, under your complainants then name of the Contractors Savings Title and Trust Company, promising to pay on demand to the order of your complainant, under its then name as aforesaid, the sum of $385.36, with interest at the rate of six per centum per annum, without defalcation, for value received, waiving by said note all right to stay of execution and exemption of property in any suit on said note, and as collateral security for the said note, they delivered, as stated therein, 260 shares of stock of the said Southern Lumber Company (also held as collateral for a previous loan, as therein stated), and they also by the said note agreed in manner and form as hereinbefore set out in the said previous note of $5724.17. A copy of the said note of $385.36 is herewith filed, marked Exhibit B, and prayed to be

taken as a part of this bill. The previous loan referred to in the said note of $385.36 was the aforesaid loan of $5724.17. Interest is due on the said note of $385.36 from June 30th, 1899.

The 260 shares of stock of the Southern Lumber Company, referred to in the aforesaid two notes, had been owned, 130 shares thereof by the said James Maguire, and 130 shares thereof by the said Charles A.Maguire, and were so owned up to the time of their delivery to your complainant as collateral security for the aforesaid first mentioned note, and the said stock on said delivery was duly assigned to your complainant by regular assignment on the back thereof by the said James Maguire as to the said 130 shares owned by him, and by the said Charles A.Maguire as to the 130 shares owned by him.

Your complainant on the 23rd day of July, 1900, made demand upon the said James Maguire and Charles A.Maguire, partners doing business under the firm name and style of James & Charles A.Maguire, for the payment of the said two notes, demanding that the same should be paid by not later than 10 o'clock on July 26th, 1900, and the same not having been paid, they proceeded to sell, in accordance with the terms of the said notes, and at public sale, in the City of Philadelphia, 129 shares of the stock of the Southern Lumber Company which had been assigned by the said James Maguire, and 129 shares of the stock of the said Southern Lumber Company which had been assigned by the said Charles A.Maguire, and your complainant being the highest bidder therefor, became the purchaser of all of the said stock so offered for sale, that is, of 258 shares of the said stock, at and for the price and sum of $451.50. The said 258 shares of stock have since said purchase by your complainant been transferred on the books of the said Southern Lumber Company in the name of your complainant, and new scrip or stock has been issued for the same to your complainant, and your complainant is now the absolute and bona fide owner and

holder thereof. One share of stock of the said Southern Lumber Company still stands on the books of that Company in the name of the said James Maguire, though still held by your complainant as collateral security; and one share of the stock of the said Southern Lumber Company still stands on the books of that Company in the name of the said Charles A.MaGuire, though still held by your complainant as collateral security.

3. The said Southern Lumber Company was incorporated by the Judge of the Circuit Court of Nansemond County on the 8th day of August, 1888, and is the owner of a tract of land near the Eastern boundary line of the Town of Suffolk, in the County of Nansemond, containing 25 acres, 1 rood and 25 poles, and bounded by the right-of-way of the Suffolk and Carolina Railroad Company, the right-of-way of the Atlantic and Danville Railway Company, and land of the Suffolk Land and Improvement Company, and also of a certain strip of land in said County and State by and between the rights-of-way of said Atlantic and Danville Railway Company and the Norfolk and Carolina Railroad Company; and also of planing mills, dry kilns, and saw mills located and erected on the land above described, together with buildings, sheds, and other structures erected thereon, and engines, boilers, flooring machines, exhauster, molding machines, saws, planing machines, grinding machines, belting, shafting, pulleys, cutter heads, pieces hose, pipes, fittings, tools, and other machinery connected with said planing mills, saw mills and dry kilns, attached or appurtenant thereto, or located on the premises above described; and together with the rights privileges and franchises of the said Company.

The said James Maguire was the president of the said Southern Lumber Company from the date of its incorporation until the 12th day of July, 1900, when he resigned his position as president, and Henry B.Weymer was duly elected president of the

Company in his stead; and the said Charles A.Maguire has been the Secretary and Treasurer of the said Southern Lumber Company from the date of its incorporation, and is still the Secretary and Treasurer of the said Company; and the said Henry B.Weymer James Maguire, and Charles A.Maguire and C.N.Wire and John F. Hostetter have been the directors of the said Company since the date of its incorporation, and are still the directors of the said Company.

The total issue of the stock of the said Southern Lumber Company is 263 shares, of which your complainant is the owner as before stated of 258 shares.

4. On or about the 29th day of January, 1900, the said James Maguire, then President of the said Southern Lumber Company, signed a deed of trust of that date, in the name of the said Company, by him as president, attaching the seal of the said Company thereto, attested by Charles A.Maguire, Secretary and Treasurer, purporting to convey to W.H.Jones Jr, Trustee, the property hereinbefore mentioned and referred to in paragraph 3 of this bill, in trust to secure to the Farmers Bank of Nansemond the sum of $5000.,evidenced by a negotiable note of even date with said deed, executed by the said James Maguire, President of the said Southern Lumber Company, and payable 90 days after date to James & Charles A. Maguire at the Farmers Bank of Nansemond,in Suffolk, and endorsed by the said James and Charles A.Maguire. A copy of the said deed of trust is herewith filed, marked Exhibit C, and prayed to be taken as a part of this bill.

Your complainant alleges and charges that the said James Maguire, President, and Charles A.Maguire, Secretary and Treasurer, of the said Southern Lumber Company, had no right to sign or execute the said deed of trust or to attach the seal of the said Company thereto, and that their action in the premises was wholly without authority and ultra vires, and that such action has

never been in any manner whatever ratified or sanctioned by the said company, either by itsboard of directors or by its stockholders; and your complainant therefore claims that the said deed is void and of no effect whatsoever, and should be set aside by the court.

And your complainant further alleges and charges that the proceeds of the said note of $5,000. undertaken to be secured by the said deed of trust, was applied in great part, if not in whole, to the payment of indebtedness of the said firm of James & Charles A.Maguire, or private indebtedness of the said James Maguire and Charles A.Maguire as individuals, and your complainant further alleges and charges on information and belief, that the said Farmers Bank of Nansemond and the said W.H.Jones Jr, Trustee, who is and was at the time the Cashier of the said Bank, knew or had reason to know at the time of taking the said note of $5,000. and the said deed of trust, that a great part, if not the whole of the said note, was not for indebtedness of the said Southern Lumber Company, but for indebtedness of the said firm of James & Charles A.Maguire, or of the individual members thereof; and your complainant claims and alleges and charges, that the said note and deed of trust were given in fraud of the rights of the stockholders of the said Southern Lumber Company and of your complainant, and that the same are fraudulent and void. The said note has never been in any manner whatever ratified or sanctioned by the said Southern Lumber Company, either by its board of directors or by its stockholders; and the said Farmers Bank of Nansemond is still the holder of the said indebtedness, that is, of the present outstanding renewal note which was given by the said James Maguire, the then president, in renewal of the said original note.

5. The said lot of land and lumber plant thereon is now

held under lease by A.B.Cramer, saidlease to expire onApril 1, 1903. A copy of the original lease and the extensions thereof are herewith filed, marked Exhibit D, and prayed to be taken as a part of this bill. It will be seen therefrom, that the rent of the said land and plant is $1800. per annum, payable in monthly instalments of $150. per month. By direction in writing on January 29th, 1900, of the aforesaid James Maguire, the then president of the Southern Lumber Company, the tenant, A.B.Cramer, has been paying to the said Farmers Bank of Nansemond the rents of the said property, to be applied on account of the aforesaid note of $5,000., or the renewals thereof.

6. The said original note of $5,000. was renewed when it fell due, by the said James Maguire, then president, and the renewal note, which was for $4490.72, fell due on July 27th, 1900. This renewal note has not been renewed, Henry B.Weymer who was then and is now president of the Southern Lumber Company, having refused to renew the same.

The said Farmers Bank of Nansemond on the maturity of the said renewal note on July 27th, 1900, demanded of the said Southern Lumber Company the renewal of the said note or the payment of the said indebtedness, which the said Henry B.Weymer, the present president, as before stated, has refused; and your complainant alleges that the said Farmers Bank of Nansemond is about to cause the said land and lumber plant to be sold by the said W.H.Jones Jr, Trustee, under the said deed of trust; and that the said W.H.Jones Jr, Trustee, has advertised the same for sale for cash for the 8th day of October, 1900. A copy of the said advertisement in The Suffolk Herald, a newspaper of the town of Suffolk, is herewith filed, marked Exhibit E, and prayed to be taken as a part of this bill.

7. Your complainant further alleges that upon being informed of the said deed of trust and of the facts in regard to the same and the said indebtedness, it took prompt action in the matter; and that on the 9th day of August,1900, it made

demand in writing upon the present directors of the said Southern Lumber Company to institute proper proceedings by bill in equity by and in the name of the Southern Lumber Company, to set aside the aforesaid deed of trust of January 29th,1900, to W.H.Jones Jr,Trustee as aforesaid, signed in the name of the Southern Lumber Company, by the said James Maguire as president, with the seal of the company attached, attested by the said Charles A.Maguire as secretary andtreasurer, and also to declare the indebtedness purporting to be secured by the said deed of trust, or the renewal note representing the same, not to be the indebtedness of the said Southern Lumber Company, and not binding on said company, your complainant in said written demand giving the grounds of such suit, and offering to furnish any and all further information necessary or proper for the purposes thereof, and requesting an early reply to such demand; but the directors of the said Southern Lumber Company, after two notices from Henry B.Weymer, the president, calling two separate meetings for the purpose of taking action upon the matter and stating the object of said meetings, have failed and refused to meet or to take any action in reference to the institution of such suit, and your complainant has been forced to take the necessary action itself, and to bring this suit in its name. The said James Maguire, one of the directors, was, as before shown, the president of the company, and signed the said deed, and the said Charles A.Maguire,another of the directors, was, as before shown, secretary and treasurer of the said company, and signed the said deed or attested the seal thereto attached; and John F.Hostetter and C.N.Wire, directors, have also failed to attend or take any action. Charles A.Maguire was the only director, besides Henry B.Weymer, the president, who attended at all, and he attended only once; and it has been impossible for Henry B.Weymer, the present president, or for your complainant, to hold or cause to be held a directors' meeting for the purpose aforesaid, or to cause the directors of the said Southern Lumber Company to take any action whatever in the premises.

In tender consideration whereof, and forasmuch as your complainant is remediless in the premises, except by the aid of a court of equity, where matters of this sort are properly cognizable and alone relievable, your complainant prays, that the Southern Lumber Company, a corporation duly incorporated under the laws of the State of Virginia, James Maguire, Charles A.Maguire, and the said James Maguire and Charles A.Maguire, partners doing business under the firm name and style of James & Charles Maguire, W.H.Jones Jr, Trustee, the Farmers Bank of Nansemond, a corporation duly incorporated under the laws of the State of Virginia, and A.B.Cramer, may be made parties defendant to this bill, and required to answer the same as fully and particularly as if the allegations herein were here again repeated, and they thereto specially interrogated, but an answer under oath is waived as to each of the said defendants; that the said W.H.Jones Jr, Trustee, his agents, and all others concerned, may be injoined and restrained from advertising or selling the said property set out and described in the aforesaid deed of trust dated January 29th, 1900, purporting to be signed by the said Southern Lumber Company, by James Maguire, President, with the seal of the company attached, attestedby Charles A.Maguire, Secretary and Treasurer, and purporting to convey the said property to W.H.Jones Jr, Trustee, to secure an alleged indebtedness of $5,000. to the said Farmers Bank of Nansemond; that the said deed of trust may be decreed to be void and of no effect whatsoever, and may be set aside by the court; and further that the said indebtedness undertaken to be secured by the said deed of trust, and the renewal note evidencing the same, may be declared to be not the indebtedness or the note of the said Southern Lumber Company, and not binding on said Company; that the said A.B. Cramer, the tenant of the said property, may be enjoined and restrained from paying the rents accruing or to accrue from the said property to the said Farmers Bank of Nansemond, or to

the Cashier or any officer or agent of the said Bank; that all accounts necessary or proper for the purposes of this suit may be taken; and that all such other, further and general relief may be granted your complainant in the premises as the nature of its case may require or to equity shall seem meet.

And your complainant will ever pray &c.

LINCOLN SAVINGS AND TRUST COMPANY

By James I. Comly

President.

Wallace & Ogd
-f-9

State of Virginia,

City of Norfolk, Towit:-

This day personally appeared before me, Edward Brockenbrough a Notary Public in and for the City of Norfolk, in the State of Virginia, JAMES I.COMLY, President of the Lincoln Savings and Trust Company, the said Company being plaintiff in the foregoing bill, and being duly sworn, made oath that the statements contained in the said bill, so far as made of his own knowledge are true, and so far as made upon knowledge or information derived from others, he believes them to be true.

Given under my hand this 17th day of September, A.D.1900.

Edward Brockenbrough,

Notary Public.

In the
Circuit Court of Nansemond
C o u n t y.

Lincoln Savings and Trust
Company, suing &c

v. In Chancery:-

Southern Lumber Company
and others.

B I L L.

Lincoln Savings and Trust Company &c
vs
Chancery
Southern Lumber Company & others

Dismissed at Rules

Injunction

All Available Text Successfully Captured

Costs
Clk $9.93½
Shff 1.50
Jax 1.50
Atty 15.00
$27.93