1926-002
Nansemond Co (Suffolk) Chancery Causes: American Fertilizing Co vs Frances Hargroves Thompson et al

Hargroves, Ramsey's Package Corp], Corbitt, Federal Land Bank of Baltimore],
Armour Fertilizer Co]

TO FRANCES HARGROVES THOMPSON, HARRY C. THOMPSON, MARTHA D. HARGROVES AND HARVEY'S FARMERS CORPORATION:

You are hereby notified that the undersigned will, on the 26th day of September, 1925, at 11 o'clock a.m., at Suffolk, Virginia, make application to the Judge of the Circuit Court of Nansemond County, Virginia, for an injunction and restraining order, to enjoin you, your agents, servants and employees from cutting or removing any timber and logs from that certain tract of land containing 376 acres, more or less, situate, lying and being on the Shoulder's Hill Road in Sleepy Hole Magisterial District, Nansemond County, State of Virginia, adjoining the land of C. B. Williams, S. P. Johnson and others, which said tract of land is now owned by Frances Hargroves Thompson, subject to certain rights therein of Harry C. Thompson and Martha D. Hargroves, until the further order of this court, upon the following grounds, to-wit: that the undersigned is the holder of two deeds of trust on the said property and that the cutting and the removal of any timber on the said tract of land will irreparably damage and injure the rights and lien of the undersigned.

Dated this 25th day of September, 1925.

AMERICAN FERTILIZING COMPANY, A CORPORATION, by its Attorney,

William S. Holland

Mrs. Hargrave.

TO FRANCES HARGROVES THOMPSON, HARY C. THOMPSON, MARTHA D. HARGROVES, AND RAGSDY'S PACKAGE CORPORATION:

You are hereby notified that the undersigned will, on the 26th day of September, 1925, at 11 o'clock a.m., at Suffolk, Virginia, make application to the Judge of the Circuit Court of Nansemond County, Virginia, for an injunction and restraining order, to enjoin you, your agents, servants and employees from cutting or removing any timber and logs from that certain tract of land containing 576 acres, more or less, situate, lying and being on the Shoulder's Hill Road in Sleepy Hole Magisterial District, Nansemond County, State of Virginia, adjoining the land of G. D. William, S. T. Johnson and others, which said tract of land is now owned by Frances Hargroves Thompson, subject to certain rights therein of Harry C. Thompson and Martha D. Hargroves, until the further order of this court, upon the following grounds, to-wit: that the undersigned is the holder of two deeds of trust on the said property and that the cutting and the removal of any timber on the said tract of land will irreparably damage and injure the rights and lien of the undersigned.

Dated this 25th day of September, 1925.

AMERICAN FERTILIZING COMPANY, A CORPORATION, by its Attorney,

William S. Holland

Mrs Thompson

VIRGINIA: IN THE CIRCUIT COURT OF NANSEMOND COUNTY,

AMERICAN FERTILIZING COMPANY, A CORPORATION

vs.

FRANCES HARGROVES THOMPSON, HARRY C. THOMPSON, MARTHA D. HARGROVES, RAMSEY'S PACKAGE CORPORATION, J. H. CORBITT, TRUSTEE; FEDERAL LAND BANK OF BALTIMORE, AND THE ARMOUR FERTILIZER COMPANY, A CORPORATION.

TO G. E. BUNTING, CLERK:

Issue process commanding the proper officer to summon Frances Hargroves Thompson, Harry C. Thompson, Martha D. Hargroves, Ramsey's Package Corporation, J. H. Corbitt, Trustee, Federal Land Bank of Baltimore, and the Armour Fertilizer Company, a corporation, to appear in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, at rules to be holden for the said court on the 1st Monday in October, 1925, and answer the bill of complaint of American Fertilizing Company, a corporation.

Wm. S. Holland, p.q.

Rule Notes:

9-28-25. Process issued, returnable to Oct. Rules, 1st Monday, 1925.

Everett Waddey Co.
Stationers and Printers
Richmond, Va.
Form No. 300. Code 1919, Sec. 6061.

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, *Greeting:*

WE COMMAND YOU, That you summon Frances Hargroves Thompson, Harry C. Thompson, Martha D. Hargroves, Ramsey's Package Corporation, J.M. Corbitt, Trustee, Federal Land Bank of Baltimore and the Armour Fertilizer Company, a corporation

to appear at the Clerk's office of the Circuit Court of the County of Nansemond at the rules to be held for the said Court on the First Monday in October 1925, to answer a bill in chancery, exhibited against them in our said Court by American Fertilizer Company, a Corporation

And have then there this writ. Witness C.E. Bunting, Clerk of our said Court, at the court-house, the 25th day of September, 1925, and in the 150th year of the Commonwealth.

C.E. Bunting, Clerk

A TRUE COPY
Test: C.E. Bunting, Clerk

A 6[illegible] No. 300.

Frances Harper Thompson

vs. } SUBPOENA IN CHANCERY

H. S. Holland p. q.

To .....*Rules,*

.....*Circuit Court.*

Everett Waddey Co.
Stationers and Printers
Richmond, Va.
Form No. 300. Code 1919, Sec. 6061.

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, *Greeting:*

WE COMMAND YOU, That you summon Frances Harrroves Thompson, Harry C. Thompson, Martha D. Hargroves, Ramsey's Package Corporation, J.M. Corbitt, Trustee, Federal Land Bank of Baltimore and the Armour Fertilizer Company, a corporation

to appear at the Clerk's office of the Circuit Court of the County of Nansemond at the rules to be held for the said Court on the First Monday in October 19 25, to answer a bill in chancery, exhibited against them in our said Court by American Fertilizer Company, a Corporation

And have then there this writ. Witness G.K. Bunting., Clerk of our said Court, at the court-house, the 25th day of September, 19 25, and in the 150th year of the Commonwealth.

A TRUE COPY
Test: G.K. Bunting, Clerk

G.K. Bunting, Clerk

A Copy for

No. 300.

Harry C. Thompson

vs. } SUBPOENA IN CHANCERY

W. S. Holland *p. q.*

To ..... *Rules,*

..... *Circuit Court.*

Everett Waddey Co. Stationers and Printers Richmond, Va. } Form No. 300. Code 1919, Sec. 6061.

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, *Greeting:*

WE COMMAND YOU, That you summon Frances Hargroves Thompson, Harry C. Thompson, Martha D. Hargroves, Ramsey's Package Corporation, J.M. Corbitt, Trustee Federal Land Bank of Baltimore and the Armour Fertilizer Company, a corporation

to appear at the Clerk's office of the Circuit Court of the County of Nansemond at the rules to be held for the said Court on the First Monday in October 19 25, to answer a bill in chancery, exhibited against them in our said Court by American Fertilizer Company, a Corporation

And have then there this writ. Witness E.K. Bunting, Clerk of our said Court, at the court-house, the 28th day of September, 19 25, and in the 150th year of the Commonwealth.

A TRUE COPY
Test: E.K. Bunting, Clerk

E.K. Bunting, Clerk

No. 300 for

Martha D. Hargrave

vs. } SUBPOENA IN CHANCERY

.....

.....

W. S. Holland *p. q.*

To .....*Rules,*

.....*Circuit Court.*

Everett Waddey Co. Stationers and Printers Richmond, Va. } Form No. 300. Code 1919, Sec. 6061.

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, *Greeting:*

WE COMMAND YOU, That you summon Frances Margraves Thompson, Harry C. Thompson, Martha D. Margraves, Ramsey's Package Corporation, J.M. Corbitt, Trustee, Federal Land Bank of Baltimore and the Armour Fertilizer Company, a corporation

to appear at the Clerk's office of the Circuit Court of the County of Nansemond at the rules to be held for the said Court on the First Monday in October 19 25, to answer a bill in chancery, exhibited against them in our said Court by American Fertilizer Company, a Corporation

And have then there this writ. Witness E.R. Bunting, Clerk of our said Court, at the court-house, the 25th day of September, 19 25, and in the 150th year of the Commonwealth.

A TRUE COPY
Test: E.R. Bunting, Clerk

E.R. Bunting, Clerk

No. 300.

A Copy for

J. H. Gorbett, Trustee

vs. } SUBPOENA IN CHANCERY

.....

.....

W. L. Holland *p. q.*

To .....*Rules,*

.....*Circuit Court.*

Know All Men by These Presents, That we, ...American Fertilizer Company principal and Fidelity and Deposit Company of Maryland

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 Commonwealth of Virginia, we bind ourselves, our heirs; executors, and administrators, jointly and severely, 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 Commonwealth arising under this bond, or by virtue of the office, post or trusts herein mentioned, with coupons detached from bonds of said State.

Sealed with our seals, and dated this ..... day of ..... in the year of our Lord one thousand nine hundred and ....., and in the ..... year of the Commonwealth.

In Testimony Whereof, the said American Fertlizer Company, has caused its corporate name to be hereto signed and its corporate seal to be hereto affixed ~~hereunto set his hand and seal,~~ and the said Fidelity and Deposit Company of Maryland has caused its corporate name to be hereto signed and its corporate seal to be hereto affixed, this 28th day of September in the year of our Lord one thousand nine hundred and Twenty-five, and in the 150th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That ~~if the above~~ bound whereas an injunction is awarded against the defendants Frances Margroves Thompson, Harry C. Thompson, Martha D. Margroves, J. M. Corbitt, Trustee, Ramsey's Package Corporation, Federal Land Bank of Baltimore and Armour Fertilizer Company, a Corporation, in a bill in chancery filed the 26th day of September, 1925, in the Circuit Court of Nansemond County, Virginia, in the cause between American Fertilizer Company, Complainant and Frances Margroves Thompson, Harry C. Thompson, Martha D. Margroves, J. M. Corbitt, Trustee, Ramsey's Package Corporation, Federal Land Bank of Baltimore and Armour Fertilizer Company, a corporation, defendants, enjoining and restraining the defendants their agents, employees and all other persons from cutting or removing any timber and logs on the land mentioned in said bill and described.

American Fertilizing Company ...(Seal)
Ross Marquart President (Seal)
Fidelity and Deposit Co. of Md. (Seal)
per Margaret Day West its Attorney (Seal)
M. Slade (Seal)

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Nansemond, on the 28th day of September, 1925.

The above bond was executed and acknowledged before me by the obligors to the same (the security justifying), and ordered to be recorded.

Teste:

L. E. Bunting, Clerk

C. R. Wallace & Co.
Printers
Suffolk, Va.

To }

The Commonwealth

See Official Bond
Book No. 3, Page 139.

TO FRANCES HARGROVES THOMPSON, HARY C. THOMPSON, MARTHA D. HARGROVES AND RAMSEY'S PACKAGE CORPORATION:

You are hereby notified that the undersigned will, on the 26th day of September, 1925, at 11 o'clock a.m., at Suffolk, Virginia, make application to the Judge of the Circuit Court of Nansemond County, Virginia, for an injunction and restraining order, to enjoin you, your agents, servants and employees from cutting or removing any timber and logs from that certain tract of land containing 376 acres, more or less, situate, lying and being on the Shoulder's Hill Road in Sleepy Hole Magisterial District, Nansemond County, State of Virginia, adjoining the land of G. D. Williams, W. T. Johnson and others, which said tract of land is now owned by Frances Hargroves Thompson, subject to certain rights therein of Harry C. Thompson and Martha D. Hargroves, until the further order of this court, upon the following grounds, to-wit: that the undersigned is the holder of two deeds of trust on the said property and that the cutting and the removal of any timber on the said tract of land will irreparably damage and injure the rights and lien of the undersigned.

Dated this 25th day of September, 1925.

AMERICAN FERTILIZING COMPANY, A CORPORATION, by its Attorney,

William S Holland

ORIGINAL

AMERICAN FERTILIZING COMPANY,
A CORPORATION,

vs.

MARTHA D. HARGROVES, ET ALS

NOTICE OF MOTION FOR INJUNCTION

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

Executed on the 25 day of Sept. 1925 within the county of Nansemond, by delivering a true copy of the within process, in writing, to Martha D. Hargroves in person
E B Rawles
Sheriff of Nansemond County.

Executed on the 25 day of Sept. 1925 within the county of Nansemond, by delivering a true copy of the within process, in writing, to Frances Hargrove Thompson in person
E B Rawles
Sheriff of Nansemond County.

Executed on the 25 day of Sept 1925 within the county of Nansemond, by delivering a true copy of the within process, in writing, to Harry S Thompson in person
E B Rawles
Sheriff of Nansemond County.

Executed this 25th day of September, 1925, on J. C. Ramsey, President of the Ramsey Package Corporation, at the principal office in Nansemond County, Va., in which county the said corporation is located, and in which office of the said president was found at the time this notice was executed, by serving a true copy of this notice in person.

E B Rawles
Sheriff of Nansemond County, Va.

AMERICAN FERTILIZING COMPANY
NORFOLK, - - VIRGINIA

FORM A—VIRGINIA

$ 347.34 P. O. Deans, Virginia Date Feby. 28th 192 5

Interest to Maturity - $.....
Amt. due at Maturity - $.....

On or before the 15 day of July 192 25, the undersigned, jointly and severally, promise to pay to the order of **AMERICAN FERTILIZING COMPANY**

Three Hundred and forty-seven and 34/100 DOLLARS

For value received, payable at Maturity with interest thereon from date, at the rate of SIX (6%) Per Cent. per annum until paid, together with all costs of collection, including ten per cent. attorney's fee, if collected by law or through an attorney-at-law.

And each of us, whether maker, surety or indorser on this note, hereby waives and renounces for himself and family, any and all homestead and exemption rights to which he or they may, in any event, be entitled under any provision of the Constitution or Laws, State or Federal, as against this note or any renewal hereof.

PRESENTMENT, NOTICE OF NON-PAYMENT AND PROTEST ARE WAIVED by the makers, sureties and indorsers hereof.

Witness the hand and seal of each party:

Exhibit A (Signed) Martha D. Hargroves [L. S.]

No. 202 [L. S.]

For value received, the undersigned jointly and severally hereby guarantee the payment of the within note at maturity, and waive demand, protest and notice of non-payment thereof, and consent that the holder may grant any extension on the within note that he deems proper. This guaranty shall be directly enforceable against the undersigned or any of them without first resorting to the principal debtors or exhausting any or all remedies against them or any of them.

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AMERICAN FERTILIZING COMPANY

NORFOLK, - VIRGINIA

FORM A—VIRGINIA

$ 151.61 P. O. Deans, Va. Date April 30 192 25

Interest to Maturity - $

Amt. due at Maturity - $ On or before the 15 day of July 192 25, the undersigned, jointly and severally, promise to pay to the order of **AMERICAN FERTILIZING COMPANY**

One hundred fifty-one & 61/100 - - - - - - - - - DOLLARS

For value received, payable at Their office, Norfolk, Virginia with interest thereon from Maturity at the rate of SIX (6%) Per Cent. per annum until paid, together with all costs of collection, including ten per cent. attorney's fee, if collected by law or through an attorney-at-law.

And each of us, whether maker, surety or indorser on this note, hereby waives and renounces for himself and family, any and all homestead and exemption rights to which he or they may, in any event, be entitled under any provision of the Constitution or Laws, State or Federal, as against this note or any renewal hereof.

PRESENTMENT, NOTICE OF NON-PAYMENT AND PROTEST ARE WAIVED by the makers, sureties and indorsers hereof.

Witness the hand and seal of each party:

(Signed) Martha D. Hargroves [L. S.]

Exhibit C

No. 243 [L. S.]

For value received, the undersigned jointly and severally hereby guarantee the payment of the within note at maturity, and waive demand, protest and notice of non-payment thereof, and consent that the holder may grant any extension on the within note that he deems proper. This guaranty shall be directly enforceable against the undersigned or any of them without first resorting to the principal debtors or exhausting any or all remedies against them or any of them.

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AMERICAN FERTILIZING COMPANY

NORFOLK, - - VIRGINIA

FORM A—VIRGINIA

$ 663.24 P. O. Dennis, Va. Date Mch. 19, 1925 192___

Interest to Maturity - $.....

Amt. due at Maturity - $..... On or before the 1st day of July 192 5, the undersigned, jointly and severally, promise to pay to the order of **AMERICAN FERTILIZING COMPANY**

Six Hundred Sixty-three and 24/100 DOLLARS

For value received, payable at their Office, Norfolk, Va. with interest thereon from Maturity date, at the rate of SIX (6%) Per Cent. per annum until paid, together with all costs of collection, including ten per cent. attorney's fee, if collected by law or through an attorney-at-law.

And each of us, whether maker, surety or indorser on this note, hereby waives and renounces for himself and family, any and all homestead and exemption rights to which he or they may, in any event, be entitled under any provision of the Constitution or Laws, State or Federal, as against this note or any renewal hereof.

PRESENTMENT, NOTICE OF NON-PAYMENT AND PROTEST ARE WAIVED by the makers, sureties and indorsers hereof.

Witness the hand and seal of each party:

(Signed) Martha D. Hargrove [L. S.]

No. 192 Exhibit B .....[L. S.]

For value received, the undersigned jointly and severally hereby guarantee the payment of the within note at maturity, and waive demand, protest and notice of non-payment thereof, and consent that the holder may grant any extension on the within note that he deems proper. This guaranty shall be directly enforceable against the undersigned or any of them without first resorting to the principal debtors or exhausting any or all remedies against them or any of them.

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VIRGINIA: IN THE CIRCUIT COURT OF NANSEMOND COUNTY,

TO MARTHA D. HARGROVES:

You are hereby notified that on the 12th day of October, 1925, at 10 a.m., or as soon thereafter as it may be heard, the undersigned, American Fertilizing Company, a Corporation, will move the Circuit Court of Nansemond County, Virginia, for a judgment against you for the sum of Eleven Hundred, Sixty-two Dollars and Nineteen Cents ($1162.19), with interest on Six Hundred and Sixty-three Dollars and Twenty-four Cents ($663.24), a part thereof, from the 1st day of July, 1925, and with interest on Four Hundred and Ninety-eight Dollars and Ninety-five Cents ($498.95), the residue thereof, from the 15th day of July, 1925, until paid, together with 10% of said Eleven Hundred and Sixty-two Dollars and Nineteen Cents ($1162.19) for and as attorney's fees, all of which is justly due to the undersigned, American Fertilizing Company, a Corporation, from you, and said indebtedness is evidenced by three certain negotiable promissory notes executed by you, payable to the American Fertilizing Company, one dated February 28, 1925, for $347.34, payable on July 15, 1925, another dated April 30, 1925, for $151.61, payable on July 15, 1925, and another dated March 19, 1925, for $663.24, payable on the 1st day of July, 1925, and bearing interest thereon as aforesaid; and copies of said notes are hereto attached, marked "Exhibit A, B and C" respectively, and are, by this reference, made a part hereof as fully and completely as though set out herein in haec verba, and said notes constituted a part of the capital employed in the business of the said American Fertilizing Company and were reported and taxed as such for each and every year on the first day of February since the 1st day of December, 1923, as required by law.

Given under my hand this 25th day of September, 1925.

AMERICAN FERTILIZING COMPANY, A CORPORATION,
by its Attorney,

W. S. Holland

C O P Y

AMERICAN FERTILIZING COMPANY,
A CORPORATION,

vs.

MARTHA D. HARGROVES

NOTICE OF MOTION FOR JUDGMENT

Posted by E. E. Rawls
Sept 21 - 1925

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

$ 1,000.00 SUFFOLK, VA. December 1st, 1923

On December 1, 1924 ~~XXXXXXXXXX~~ We PROMISE TO PAY, WITHOUT OFFSET, UNTO

The American Fertilizing Company OR ORDER, NEGOTIABLE AND PAYABLE AT THE

68-123 **FARMERS BANK OF NANSEMOND** 68-123
SUFFOLK, VA.

One Thousand and 00/100 - - - - - - - - - - - - DOLLARS

FOR VALUE RECEIVED, WITH TEN PER CENT. FOR COST OF COLLECTION; AND IT IS AGREED UPON BY THE PARTIES HERETO THAT ~~THE INTEREST ON THIS NOTE SHALL BE PAYABLE IN ADVANCE~~ this note shall bear interest from date, AND WE, PRINCIPAL AND ENDORSERS, HEREBY WAIVE THE BENEFIT OF OUR HOMESTEAD EXEMPTION AS TO THIS DEBT.

"Exhibit A"

(Signed) Frances Hargroves Thompson
(Signed) Harry C. Thompson
(Signed) Martha D. Hargroves

NAT'L. LITHO CO. WASH, D.C.

VIRGINIA: IN THE CIRCUIT COURT OF NANSEMOND COUNTY,

TO FRANCES HARGROVE THOMPSON, HARRY C. THOMPSON AND MARTHA B. HARGROVE:

You and each of you are hereby notified that on the 12th day of October, 1925, at 10.a.m., or as soon thereafter as it may be heard, the undersigned, American Fertilizing Company, a Corporation, will move the Circuit Court of Nansemond County, Virginia, for a judgment against you, jointly and severally, for the sum of One Thousand ($1000.00) Dollars, with interest thereon from the 1st day of December,1923, until paid, all of which is justly due to the undersigned, American Fertilizing Company, a corporation, from you, and said indebtedness is evidenced by a certain negotiable promissory note executed by you, bearing date December 1st, 1923, for the principal sum of One Thousand ($1000.00) Dollars, payable to the undersigned, or order, at The Farmers Bank of Nansemond, Suffolk, Virginia, and bearing interest from the date thereof; and a copy of said note is hereto attached, marked "Exhibit A", and is, by this reference, made a part hereof as fully and completely as though set out herein in haec verba, and said note constituted a part of the capital employed in the business of the said American Fertilizing Company and was reported and taxed as such for each and every year on the 1st day of February since the 1st day of December, 1923, as required by law.

Given under my hand this 26th day of September, 1925.

AMERICAN FERTILIZING COMPANY, A CORPORATION
by its Attorney,

W. S. Holland

Copy to
Ill. Mach. & Stamp

C O P Y

AMERICAN FERTILIZING COMPANY,
A CORPORATION,

vs.

MARTHA D. HARGROVES, ET ALS

Mrs Hargroves

NOTICE OF MOTION FOR JUDGMENT

Posted by E. B. Rawls
Sheriff
Sept 25 1925

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

$ 1,000.00 SUFFOLK, VA. December 1st, 1923

On December 1, 1924 ~~I~~ We PROMISE TO PAY, WITHOUT OFFSET, UNTO

The American Fertilizing Company OR ORDER, NEGOTIABLE AND PAYABLE AT THE

68-123 **FARMERS BANK OF NANSEMOND** 68-123
SUFFOLK, VA.

One Thousand and 00/100 - - - - - - - - - - - DOLLARS

FOR VALUE RECEIVED, WITH TEN PER CENT. FOR COST OF COLLECTION; AND IT IS AGREED UPON BY THE PARTIES HERETO THAT ~~THE INTEREST ON THIS NOTE SHALL BE PAYABLE IN ADVANCE~~ this note shall bear interest from date; AND WE, PRINCIPAL AND ENDORSERS, HEREBY WAIVE THE BENEFIT OF OUR HOMESTEAD EXEMPTION AS TO THIS DEBT.

"Exhibit A"

(Signed) Frances Hargroves Thompson
(Signed) Harry C. Thompson
(Signed) Martha D. Hargroves

NAT'L. LITHO. CO. WASH., D.C.

VIRGINIA: IN THE CIRCUIT COURT OF NANSEMOND COUNTY,

TO FRANCES HARGROVES THOMPSON, HARRY C. THOMPSON AND MARTHA D. HARGROVES:

You and each of you are hereby notified that on the 12th day of October, 1925, at 10.a.m., or as soon thereafter as it may be heard, the undersigned, American Fertilizing Company, a Corporation, will move the Circuit Court of Nansemond County, Virginia, for a judgment against you, jointly and severally, for the sum of One Thousand ($1000.00) Dollars, with interest thereon from the 1st day of December,1923, until paid, all of which is justly due to the undersigned, American Fertilizing Company, a corporation, from you, and said indebtedness is evidenced by a certain negotiable promissory note executed by you, bearing date December 1st, 1923, for the principal sum of One Thousand ($1000.00) Dollars, payable to the undersigned, or order, at the Farmers Bank of Nansemond, Suffolk, Virginia, and bearing interest from the date thereof; and a copy of said note is hereto attached, marked "Exhibit A", and is, by this reference, made a part hereof as fully and completely as though set out herein in haec verba, and said note constituted a part of the capital employed in the business of the said American Fertilizing Company and was reported and taxed as such for each and every year on the 1st day of February since the 1st day of December, 1923, as required by law.

Given under my hand this 25th day of September, 1925.

AMERICAN FERTILIZING COMPANY, A CORPORATION
by its Attorney,
W. S. Holland

Mrs Thompson

C O P Y

AMERICAN FERTILIZING COMPANY,
A CORPORATION,

vs/

MARTHA D. HARGROVES, ET ALS

Mrs Thompson

NOTICE OF MOTION FOR JUDGMENT

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

$ 1000.00 SUFFOLK, VA. December 1st 192 5

On December 1, 1924 ~~DAXXXXXXXXXX~~ We PROMISE TO PAY, WITHOUT OFFSET, UNTO

The American Fertilizing Company OR ORDER, NEGOTIABLE AND PAYABLE AT THE

68-123 **FARMERS BANK OF NANSEMOND** 68-123
SUFFOLK, VA.

One Thousand and 00/100 - - - - - - - - - - - DOLLARS

FOR VALUE RECEIVED, WITH TEN PER CENT. FOR COST OF COLLECTION; AND IT IS AGREED UPON BY THE PARTIES HERETO THAT ~~THE INTEREST ON THIS NOTE SHALL BE PAYABLE IN ADVANCE;~~ this note shall bear interest from date; AND WE, PRINCIPAL AND ENDORSERS, HEREBY WAIVE THE BENEFIT OF OUR HOMESTEAD EXEMPTION AS TO THIS DEBT.

"Exhibit A"

(Signed) Frances Hargroves Thompson
(Signed) Harry C. Thompson
(Signed) Martha D. ~~H~~argroves

NAT'L. LITHO CO. WASH, D.C.

VIRGINIA: IN THE CIRCUIT COURT OF NANSEMOND COUNTY,

TO FRANCES HARGROVES THOMPSON, HARRY C. THOMPSON AND MARTHA D. HARGROVES:

You and each of you are hereby notified that on the 12th day of October, 1925, at 10.a.m., or as soon thereafter as it may be heard, the undersigned, American Fertilizing Company, a Corporation, will move the Circuit Court of Nansemond County, Virginia, for a judgment against you, jointly and severally, for the sum of One Thousand ($1000.00) Dollars, with interest thereon from the 1st day of December,1923, until paid, all of which is justly due to the undersigned, American Fertilizing Company, a corporation, from you, and said indebtedness is evidenced by a certain negotiable promissory note executed by you, bearing date December 1st, 1923, for the principal sum of One Thousand ($1000.00) Dollars, payable to the undersigned, or order, at the Farmers Bank of Nansemond, Suffolk, Virginia, and bearing interest from the date thereof; and a copy of said note is hereto attached, marked "Exhibit A", and is, by this reference, made a part hereof as fully and completely as though set out herein in haec verba, and said note constituted a part of the capital employed in the business of the said American Fertilizing Company and was reported and taxed as such for each and every year on the 1st day of February since the 1st day of December, 1923, as required by law.

Given under my hand this 25th day of September, 1925.

AMERICAN FERTILIZING COMPANY, A CORPORATION
by its Attorney,

W. S. Holland

H C Thompson

C O P Y

AMERICAN FERTILIZING COMPANY,
A CORPORATION,

vs.

MARTHA D. HARGROVES, ET ALS

Mr Thompson

NOTICE OF MOTION FOR JUDGMENT

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND,

AMERICAN FERTILIZING COMPANY, A CORPORATION,

vs.

FRANCES HARGROVES THOMPSON, HARRY C. THOMPSON, MARTHA D. HARGROVES, J. H. CORBITT, TRUSTEE, RAMSEY'S PACKAGE CORPORATION, FEDERAL LAND BANK OF BALTIMORE, AND ARMOUR FERTILIZER COMPANY, A CORPORATION.

This day came the American Fertilizing Company, a corporation, by its counsel, and by leave of court filed its bill for an injunction, duly verified, praying for an injunction and restraining order to enjoin Frances Hargroves Thompson, Harry C. Thompson, Martha D. Hargroves and Ramsey's Package Corporation, from cutting or removing any timber and logs from that certain tract of land containing three hundred and seventy-six (376) acres, more or less, situate, lying and being on Shoulder's Hill Road in Sleepy Hole Magisterial District, Nansemond County, State of Virginia, adjoining the lands of G. D. Williams, W. T. Johnson and others, which said tract of land is now owned by Frances Hargroves Thompson and others, and further alleging that the complainant is the holder of two deeds of trust on the said property, and that the cutting and removal of any timber on the said tract of land will irreparably damage and injure the rights and liens of the complainant under its two deeds of trust aforesaid, and the complainant made a motion by counsel, after notice thereof to Frances Hargroves Thompson, Harry C. Thompson, Martha D. Hargroves and Ramsey's Package Corporation, for an injunction and restraining order according to the prayer of the bill.

On consideration whereof, an injunction is granted the complainant, the American Fertilizing Company, a corporation, enjoining and restraining Frances Hargroves Thompson, Harry C. Thompson, Martha D. Hargroves and Ramsey's Package Corporation, their agents, servants and employees, from cutting or removing any timber or logs from that certain tract of land aforesaid until further order of this court.

This injunction shall not become effective until the complainant, or someone for them, shall enter into a bond before the Clerk of this court in the sum of One Thousand Dollars, conditioned according to law.

American Tobacco Co.

vs.

Martha D. Hargrove et als

Order

Entered Sept. 26. 1925

Jas. L. McKinney

pg. 5-5-8

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

American Fertilizing Company, a corporation,	)	
	)	
v.	)	
	)	ORDER
Frances Hargrove Thompson,	)	
Harry C. Thompson,	)	
Martha D. Hargrove,	)	
J. H. Corbitt, Trustee,	)	
Ramsey Package Corporation,	)	
Federal Land Bank of Baltimore, and	)	
Armour Fertilizer Company, a corporation.	)	

On motion of the defendant, Ramsey Package Corporation, leave is given it to file its answer in this cause, and the said answer is this day accordingly filed.

VIRGINIA:
IN THE CIRCUIT COURT
OF NANSEMOND COUNTY.

AMERICAN FERTILIZING COMPANY,
a corporation,

V.

FRANCES HARGROVE THOMPSON,
ET ALS.

ORDER

Entered Feb. 6. 1926.
Jas. L. McLemore
Clerk

#5-Fg. 591

American Fertilizing Company,
a corporation,

v.

Frances Hargrove Thompson,
Harry C. Thompson,
Martha D. Hargrove,
J. H. Corbitt, Trustee,
Ramsey Package Corporation,
Federal Land Bank of Baltimore, and
Armour Fertilizer Company, a corporation.

ORDER

The defendant, Ramsey Package Corporation, having executed and delivered to the American Fertilizing Company, the complainant, a bond satisfactory to the said complainant conditioned upon the said Ramsey Package Corporation performing the decree of the court as to it, the court, with the consent of the American Fertilizing Company, by counsel, doth adjudge, order and decree that the said Ramsey Package Corporation, its agents, servants or employees, may remove all logs (but no standing timber) lying on that certain tract of land containing three hundred and seventy-six (376) acres, which tract of land is described in the bill in this suit, but the injunction awarded to the said complainaint in this cause shall otherwise remain in full force and effect.

E. B. Reeder Sheriff

vs.

[redacted] et al

American Fertilizing Co

vs.

Martha D. Hargrove et al

Order

Enter Octo. 26. 1915

J. F. McLemore

#5, pg. 3-68

"Exhibit No. 1"

THIS DEED, Made this 1st day of December, 1923, between Frances Hargroves Thompson, formerly Mary Frances Hargroves, and Harry C. Thompson, her husband, and Martha D. Hargroves, the widow of L. Hargroves, deceased, of the County of Nansemond, Virginia, parties of the first part, and James H. Corbitt, Trustee, of the City of Suffolk, Virginia, party of the second part-

WITNESSETH: That the said parties of the first part do grant unto the said party of the second part, with General Warranty, the following property, to-wit:

All that certain piece, parcel or tract of land containing three hundred, seventy-six and ninety-two one-hundredths (376.92) acres, more or less, situate, lying and being on the Shoulder's Hill Road, in Sleepy Hole Magisterial District, County of Nansemond, State of Virginia, about fifteen (15) miles from the City of Suffolk, having such shape, metes, courses and distances as will more fully appear by reference to plat thereof made by Jesse B. Brewer, County Surveyor, on the 1st day of February, 1859, the description of said land by metes and bounds being then as follows:

> Adjoining the lands of G. D. Williams, W. T. Johnson and others, and beginning at a gum on a ditch at the head of a branch in what was formerly Lattimer's line, thence along said ditch S. 89-1/2 degrees, E., 3 chains and 50 links, S. 83-1/4 degrees, E., 2 chains, 45 links, to a large gum, S. 82-1/2 degrees, E., 6 chains, 8 links, to a gum S. 84 degrees E., 5 chains, 27 links to a gum, S. 82 degrees, E., 1 chain 38 links, to a red oak at a corner of said ditch, thence S. 88-1/4 degrees, E., 4 chains, 8 links, to a beech, S. 85 degrees, E., 5 chains, 17 links, to a gum, S. 83 degrees E., 2 chains, 30 links to a chinquapin, S. 85-1/4 degrees, E., 5 chains, 15 links, to a maple, S. 88-3/4 degrees, E., 3 chains, 9 links, to a chinquapin, S. 82-1/4 degrees, E., 5 chains, 10 links, to a forked gum, formerly Lattimer's corner, thence N. 4 degrees, W., 57 chains, 75 links, to a sassafras, formerly E. Laycock's corner, thence S. 83-1/2 degrees, W., 3 chains, 52 links, to a red oak, S. 80-3/4 degrees, W., 1 chain, 12 links, to a dead oak, S. 75-1/4 degrees, W., 7 chains, 36 links, to a dead pine, S. 84 degrees, W., 2 chains, 75 links, to a gum, a corner on what was the Poor Land, thence N. 22-1/4 degrees, W., 4 chains to a

gum on the side of Craney Island Road, thence along said Road S. 83 degrees, W., 24 chains, 27 links, to the fork of said Road, thence up said Road S. 10-1/2 degrees, W., 4 chains, 94 links, to the Quaker Neck Road, thence down said Road S. 87 degrees, W., 21 chains to a pine on the side of the Road, in what was formerly James Hargorves' line, thence S. 15-1/2 degrees, E., 2 chains, 14 links, to a red oak, S. 14-3/4 degrees E., 3 chains, 98 links, to a post oak, S. 13-1/4 degrees, E., 3 chains, 34 links, to a ditch, thence down the said ditch S. 40-1/2 degrees, W., 7 chains, 50 links, to a head of a branch, thence down said branch, its various courses, to its junction with a larger branch in which formerly stood Shepherd's mill, thence up the last mentioned branch in a Northeastwardly direction and in its various courses to a stake near the house, thence departing from the branch N. 85 degrees, E., 2 chains, 22 links, to an oak at a spring, thence same course 5 chains, 85 links, to where it intersects the same branch, thence down the said branch in a Southeastwardly direction to the point of beginning.

IN TRUST, to secure to the Ameircan Fertilizing Company the payment of three (3) notes, aggregating THREE THOUSAND, EIGHTY DOLLARS AND THIRTY CENTS ($3,080.30), of even date with this deed, signed by Frances Hargroves Thompson, Harry C. Thompson and Martha D. Hargroves, payable unto the American Fertilizing Company, or order, at the Farmers Bank of Nansemond, Suffolk, Virginia, with interest thereon from December 1st, 1923, payable annually, as follows:

One (1) note for $1,000.00 payable December 1st, 1924;

One (1) note for $1,000.00 payable December 1st, 1925; and

One (1) note for $1,080.30 payable December 1st, 1926;

and also to secure any note or notes given as renewals or in making curtails.

In the event that default shall be made in the payment of either of the said notes, principal or any installment of interest, when due and payable, then the Trustee, on being required so to do by the beneficiary, 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 ad-

vertising the time, place and terms thereof for fifteen (15) days in such manner as the Trustee shall deem best and upon the following terms, to-wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said debt, and if there be any residue of the said purchase money the same shall be made payable at such time, and secured in such manner, as the said Trustee shall think fit.

The said parties of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed, so long as they or their assigns shall hold the same; and hereby conveyed insured for the full amount of $___ for further covenant and agree to keep the buildings on the property the further protection of the said beneficiary or assigns; and in the event of their failure to do so, then, the Trustee, or the beneficiary under this deed, may effect or renew such insurance from time to time so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of theproceeds 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 said debt or insurance premiums, then, upon the request of the parties of the first part, a good and sufficient deed of release shall be executed to them at their own proper cost and charges.

WITNESS the following signatures and seals:

(Signed) Frances Hargroves Thompson (SEAL)

(Signed) Harry C. Thompson (SEAL)

(Signed) Martha D. Hargorves (SEAL)

STATE OF VIRGINIA,

City of Suffolk, to-wit:

I, William S. Holland, a Notary Public in and for the City aforesaid, in the State of Virginia, do certify that Frances Hargroves Thompson, Harry C. Thompson and Martha D. Hargroves, whose names are signed to the writing above, bearing date the 1st day of December, 1923, have acknowledged the same before me in my City aforesaid.

Given under my hand this 10th day of January, 1924.

My commission expires on the 6th day of June, 1926.

(Signed) William S. Holland
Notary Public.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 17th day of January, 1924.

This Deed was presented, and, with the certificate annexed, admitted to record.

Teste:

(Signed) G.E. Bunting, Clerk

(Signed) By Ruby V. Benton, D. C.

A true Copy; Teste: G.E. Bunting, Clerk

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND

AMERICAN FERTILIZING COMPANY, A CORPORATION

vs.

FRANCES HARGROVES THOMPSON, HARRY C. THOMPSON, MARTHA D. HARGROVES, J.H.CORBITT, TRUSTEE, RAMSEY'S PACKAGE CORPORATION, FEDERAL LAND BANK OF BALTIMORE, AND ARMOUR FERTILIZER COMPANY, A CORPORATION

This day came this cause on the papers formerly read and on motion of counsel for the plaintiff for a permanent injunction, Frances Hargroves Thompson, Harry C. Thompson, Martha D. Hargroves, Federal Land Bank of Baltimore, and Armour Fertilizer Company, a corporation, having failed to plead, demur or answer the said bill, and was argued by counsel.

On consideration whereof, the court doth adjudge, order and decree that Frances Hargroves Thompson, Harry C. Thompson, and Martha D. Hargroves, ~~and the Ramsey Package Corporation,~~ their agents, servants and employees be, and they are, hereby perpetually enjoined and restrained from cutting or removing any timber or logs from that certain tract of land described in the bill in this cause so long as the plaintiff's lien on the aforesaid property as described in the said bill exists.

It appearing to the court that other questions involved in this suit having been amicably settled, it is hereby ordered that this cause be dismissed, and the same is hereby ordered strickened from the docket.

AMERICAN FERTILIZING COMPANY

VS.

MARTHA D. HARGROVES, ET ALS.

D E C R E E

Entr Sept. 25. 1926
Jas. L. McLemore
#6, Page 39

I have seen this.
D.H. Corbett, Atty for
Ramsey Package Corporation

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

American Fertilizing Company, a corporation, v. Frances Hargrove Thompson, Harry C. Thompson, Martha D. Hargrove, J. H. Corbitt, Trustee, Ramsey Package Corporation, Federal Land Bank of Baltimore, and Armour Fertilizer Company, a corporation.	ANSWER OF RAMSEY PACKAGE CORPORATION.

The answer of the Ramsey Package Corporation to a bill of complaint filed against it in the Circuit Court of Nansemond County, Virginia, by the American Fertilizing Company, a corporation, complainant.

This defendant reserving to itself the benefit of all just exceptions to the said bill of complaint, for answer thereto, or to so much thereof as it is advised that it is material it should answer, answers and says:

1. It had no knowledge whatever of the allegations contained in items "First", "Second", "Fourth", and "Fifth" of the said bill, and, therefore, neither admits nor denies them, but calls for strict proof of the same.

2. It had no knowledge of the allegations contained in item "Third" of the said bill, but at the request of Harry C. Thompson, from whom this defendant bought logs, as hereinafter stated, checks were made payable to the Armour Fertilizer Company on the basis of $6.00 per thousand feet for logs received by this defendant, which checks were delivered to Harry C. Thompson, therefore, this defendant neither admits nor denies the allegations contained in said item "Third", and calls for strict proof of the same.

3. If the complainant in its averments contained in item "Sixth" of the bill means to say that this defendant has at any time cut timber on the land described in said bill, or intends to cut and remove any or all of the timber on the said land, then the said averments are denied. The other averments contained in said item "Sixth" this defendant neither admits nor denies, but calls for strict proof thereof.

4. This defendant denies that it has cut, received and used substantially all or any part of the timber that has been cut off of the said land. No timber has been cut from the said land by this defendant, and this defendant, also, denies the allegation that it has received and used substantially all of the timber that has been cut off of the said land. This defendant admits that it purchased from Harry C. Thompson logs delivered at a skidway, for which logs, however, this defendant has fully paid, but denies that it owes the said Frances Hargrove Thompson and Harry C. Thompson, or either of them, anything for the said logs.

5. This defendant denies all of the allegations of the bill not expressly in this answer admitted, and calls for strict proof of the same.

And now having fully answered the complainant's bill, this defendant prays to be hence dismissed with its reasonable costs by it in this behalf expended.

RAMSEY PACKAGE CORPORATION,

By James H. Corbitt
Attorney

James H. Corbitt
Counsel

VIRGINIA:
IN THE CIRCUIT COURT
OF NANSEMOND COUNTY.

American Fertilizing Company,
a corporation,

v.

Frances Hargrove Thompson,
et als.

ANSWER OF

RAMSEY PACKAGE CORPORATION

1926. Feb. 6. Filed. J.L.M.

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND,

AMERICAN FERTILIZING COMPANY, A CORPORATION,

vs.

FRANCES HARGROVES THOMPSON, HARRY C. THOMPSON, MARTHA D. HARGROVES, J. H. CORBITT, TRUSTEE, RAMSEY'S PACKAGE CORPORATION, FEDERAL LAND BANK OF BALTIMORE, and ARMOUR FERTILIZER COMPANY, A CORPORATION.

To the Honorable James L. McLemore, Judge:

Humbly complaining, sheweth unto Your Honor, your orator, the American Fertilizing Company, a corporation created by and existing under the laws of the State of Virginia:

First: That on the 1st day of December, 1923, Frances Hargroves Thompson, Harry C. Thompson and Martha D. Hargroves were jointly and severally indebted to your orator in the sum of Three Thousand, Eighty Dollars and Thirty Cents ($3080.30), such indebtedness being evidenced by three notes, and to secure the payment of which the said Frances Hargroves Thompson, Harry C. Thompson and Martha D. Hargroves executed a deed of trust to J. H. Corbitt, Trustee, dated December 1st, 1923, on a certain tract of land described in the said deed of trust, an attested copy of which is herewith filed, marked "Exhibit No. 1" and made a part of this bill.

Your orator further sheweth unto Your Honor that the said debt mentioned in the aforesaid deed of trust is still unpaid, and that the lien existing upon the said property is in full force and effect.

Second: Your orator further sheweth unto Your Honor that Frances Hargroves Thompson, Harry C. Thompson and Martha D. Hargroves, executed a mortgage on the property described in the said "Exhibit No. 1," in favor of the Federal Land Bank of Baltimore, dated October 16, 1923, recorded in the Federal Farm Loan Mortgage Book No. 1, page 67, on the 2nd day of November, 1923, to secure the payment of Ten Thousand ($10,000.00) Dollars, which debt is unpaid, and that the lien created by this mortgage is first and prior to the

lien of the deed of trust mentioned in paragraph "First" above.

Third: Your orator further sheweth unto Your Honor that the said Frances Hargroves Thompson, Harry C. Thompson and Martha D. Hargroves, executed a deed of trust, dated the 1st day of January, 1924, to J. H. Corbitt, Trustee, recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed of Trust Book 101, page 311, on January 18, 1924, on the property described in the said "Exhibit No. 1" to secure the payment of One Thousand ($1,000.00) Dollars to the Armour Fertilizer Company, which debt is unpaid and constitutes the third lien on the property described in the said "Exhibit No. 1".

Fourth: Your orator further sheweth unto Your Honor that Frances Hargroves Thompson, Harry C. Thompson and Martha D. Hargroves, executed a deed of trust dated October 15, 1924, to J. H. Corbitt, Trustee, recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, on the 21st day of November, 1924, in Deed of Trust Book 103, page 438, to secure the payment of a certain note executed by Frances Hargroves Thompson and Harry C. Thompson payable to the American Fertilizing Company for One Thousand, Seventy-four Dollars and Eighty-eight Cents ($1074.88), dated May 1st, 1924, which debt is unpaid and constitutes the fourth lien on the said property described in "Exhibit No. 1".

Fifth: Your orator further sheweth unto Your Honor that the lands upon which the aforesaid deeds of trust and mortgage were executed and are now subsisting, are mostly and largely timber lands, and have a fine growth of pine and other timber thereon; that the said lands after being divested and denuded of the said timber, will not, at a fair sale, bring anything near the amount of your orator's and prior encumbrances, debts the payments which are secured in the above described deeds of trust, and that the said Frances Hargroves Thompson, and Harry C. Thompson are insolvent.

Sixth: Your orator further sheweth unto Your Honor that the said defendants are now cutting timber on the said lands and will continue to do so unless restrained, and intends to cut and remove all said timber, or the greater portion thereof, standing and growing upon the said lands, and will do so unless restrained by the process of this court; and that if the said defendants are permitted to remove the timber, or a large part thereof from the said lands, the same will be insufficient and inadequate security for your orator's debts as aforesaid, and your orator will therefore be irreparably injured.

Seventh: Your orator further sheweth unto Your Honor that the Ramsey's Package Corporation, a corporation organized and existing under the laws of the State of Virginia, has by virtue and under an agreement with Frances Hargroves Thompson, Harry C. Thompson and Martha D. Hargroves, cut, received and used substantially all of the timber that has been cut off the aforesaid lands, and that the said Ramsey's Package Corporation is still indebted to the said Frances Hargroves Thompson, Harry C. Thompson and Martha D. Hargroves for a balance due on the purchase price of such timber, and that the said Ramsey's Package Corporation had full and complete knowledge, both actual and constructive, of the liens created by the aforesaid encumbrances before they received any logs from the above timber lands, and that the said Ramsey's Package Corporation should account and pay to your orator for all the timber cut, received or used from the above lands, since the 17th day of January, 1924, or to such other lien creditor as the court may direct.

Your orator therefore prays that the said Frances Hargroves Thompson, Harry C. Thompson, Martha D. Hargroves, and the Ramsey's Package Corporation may be inhibited and restrained by an injunction to be awarded in this cause from cutting or removing any more timber on or from the said lands; that Frances Hargroves Thomp-

son, Harry C. Thompson, Martha D. Hargroves, J. H. Corbitt, Trustee, Ramsey's Package Corporation, Federal Land Bank of Baltimore, and the Armour Fertilizer Company, a Corporation, be made party defendants to this bill, and required to answer the allegations thereof, but not under oath, answer under oath being hereby expressly waived; that the said Ramsey's Package Corporation may be required to account and pay for all the timber cut, removed or received from the above lands to such lien creditor as the court may direct; and grant unto your orator such other, further and general relief as to equity may seem meet, and as duty bound he will ever pray, etc.

AMERICAN FERTILIZING COMPANY, A CORPORATION by its Attorney,

W. S. Holland

STATE OF VIRGINIA,

City of Norfolk, to-wit:

I, Maude Marie Ammen, a Notary Public in and for the City aforesaid, State of Virginia, do hereby certify that Jos. Sargeaunt, agent of the American Fertilizing Company, a Corporation, has this day appeared before me in person in my said City, and made oath before me that the several matters and things set forth in the said bill are of his own knowledge true.

Jos. Sargeaunt
agent of the American Fertilizing Company

Given under my hand this 25th day of September, 1925.

My Commission Expires [illegible]

Maude Marie Ammen
Notary Public.

AMERICAN FERTILIZING COMPANY,
A CORPORATION

vs.

MARTHA D. HARGROVES, ET ALS

1925 Sept 26th filed.
J.H.M.

BILL

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA