1907-011 Chancery Causes: Henry Walke Company vs B B. Rogers 22

Isle of Wight County

VIRGINIA.

THIS INDENTURE, Made and entered into this 19th day of July, 1906, between THE HENRY WALKE COMPANY, a corporation duly incorporated under the laws of the State of Virginia, party of the first part, and B. B. Rogers of Zuni, Va., part___of the second part;

Witnesseth; That the said The Henry Walke Company has agreed to sell to the said B. B. Rogers for the sum of Three Hundred, forty two & 50/100 dollars ($342.50), of which Seventy five & no/100 ($75.00) dollars has been paid in cash, and the balance of the purchase money evidenced by 3 notes hereinafter described and set out, 1 6 Horse Power White Automatic Gasolene Engine, and has delivered the said machinery, &c., as above set out to the said B. B. Rogers but upon this express condition that the title to the machinery, &c., above set out, is reserved and retained in the said The Henry Walke Company until the purchase price, or the balance of the purchase price with interest, is paid in full, and the said B. B. Rogers does not acquire any title to the same until the balance of the purchase price, with interest thereon, is paid in full, the balance of which purchase price is evidenced by 3 notes as follows:

1 note for $75.00 due Aug. 7, 1906,
1 note for $96.25 due " 18, 1906,
1 note for $96.25 due Sep. 17, 1906.
267.50

And the said B. B. Rogers agrees to reatin the said property above mentioned as the property of the said The Henry Walke Company, in the 6unty of Isle of Wight, in the State of Virginia, the said The Henry Walke Company neither parting with, nor do they, the said parties of the second part acquire title thereto until the balance of said purchase price, with interest thereon, evidenced by the 3 notes aforesaid, is paid in full.

And the said B. B. Rogers further agrees not to remove the said property out of the County of Isle of Wight, in the State of Virginia, or sell or attempt to sell the same, without the consent of the said The Henry Walke Company in writing; and in case of default in the payment of the notes aforesaid at maturity as they severally fall due, or of any other violation of this contract by said B. B. Rogers, the said The Henry Walke Company, or its agents, is hereby authorized to enter upon any premises where the same may be found, and take possession of and remove the said property from said premises without being deemed guilty of any trespass or tort, and collect all reasonable charge for the use and expense of xxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx removal thereof or injury thereto; in which event the said party of the second part waives all right to demand or recover from said party of the first part any money or thing whatsoever which may have been paid it by said party of the second part on account of the purchase price of the property mentioned above.

And the said The Henry Walke Company reserves the right to xxxx give more time than that agreed upon, at its option, for the payment of the balance of the purchase money, evidenced by notes as aforesaid, without vitiating this contract by such extension of time.

And the said party of the second part hereby waives the benefit of his homestead exemption as to this contract.

IN WITNESS WHEREOF, the said The Henry Walke Company hath caused these presents to be signed in its name by Thos . S. Bowles, its President, and its corporate seal to be hereto af-

fixed, duly attested by the signature of H. W. Seabury, its Secretary and Treasurer; and the said B. B. Rogers hath caused these presents to be signed in his name.

THE HENRY WALKE COMPANY,

By Thos. S. Bowles,
President.

Attest: H. W. Seabury,
Secretary and Treasurer.

B. B. Rogers,

Witness:
H.
N. B. Munford.

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

I, N. B. H. Munford, a Justice for the County aforesaid, do certify that B. B. Rogers whose name is signed to the foregoing writing bearing date on the 19th day of July, 1906, has acknowledged the same before me in my county aforesaid.
Given under my hand this 18th day of September, 1906.
N. B. H. Munford, J. P.

Norfolk, Va. Sept. 20th., 1906.

State of Virginia,
City of Norfolk.
This day, personally appeared H. W. Seabury, Secretary-Treasurer of the Henry Walke Company, whose name is signed to the foregoing, and acknowledges same as his signature, also that he saw Thomas S. Bowles, President sign foregoing writing and knows same to be his signature, and that the seal attached is seal of the H enry Walke Company.
Given under my hand this 20th day of September, 1906
Wm. Hunter Bell,
Notary Public.
My commission expires Feb. 17, 1910.

I hereby certify that no tax is required by the laws of the State of Virginia upon the seal affixed to this instrument.
W H B Notary Public

Virginia: Clerk's Office of the Circuit Court of Isle of Wight County, this 8th day of October, 1906, at one o'clock P. M. this deed was received, and, with the certificate annexed, admitted to record.

Teste, A. S. Johnson, Clerk.

$ 96.25 Jamestown July 18th 1906

On Demand 18th after date I promise to pay to the order of The Planters Bank

Ninety six & 25/100 Dollars

for value received negotiable and payable without offset at the Farmers Bank of Jamestown and we the makers and endorsers of this Note, hereby severally waive the benefit of our Homestead Exemption as to this debt

No. 56 Due

B. B. Rogers

LINEN. OLD DOMINION PAPER CO NORFOLK, VA.

$ 96.25 Zanesville O. July 18 1916

On Sept 17 1916 after date I promise

to pay to the order of The Farmers Bank Co.

Ninety six & 25/100 Dollars

for value received, negotiable and payable without offset at the

Farmers Bank of Hanoverton and we

the makers and endorsers of this Note, hereby severally waive the benefit of our

Homestead Exemption as to this debt.

R B Rogers

No. 57 Due

LINEN. OLD DOMINION PAPER CO. NORFOLK, VA.

$ 75.00 / 150

Aug 7. 1906

APR 9 1906 190

One Hundred ~~Twenty~~ Seventy-five after date I promise to pay to the order of The Henry Clarke Co

Seventy-five Dollars

for value received, negotiable and payable without offset at the Farmers Bank of Montgomery and we the makers and endorsers of this Note hereby severally waive the benefit of our Homestead Exemption as to this debt.

No. 145 Due Aug 7/1906

B. L. B. Boyles

LINEN. OLD DOMINION PAPER CO. NORFOLK, VA.

Recalled by
Howe

John L. Gay

THE HENRY PALKE CO.

H C Sweeney

Isaac

PUBLIC LIBRARY
AUG 1904
BOSTON

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

The Henry Walke Company

v.

B. B. Rogers.

This cause came on this day to be heard on the petition taken for confessed as to the defendant, B. B. Rogers, the original of which said petition has been duly filed with the Clerk of this Court on whom copy of the said petition has been duly served, he still failing to appear and plead, answer or demur, to the said petition, on the exhibits and evidence filed, and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree that a judgment be and hereby is entered in favor of the plaintiff, The Henry Walke Company, against the defendant, B. B. Rogers, for the sum of TWO HUNDRED AND THIRTY-THREE ~~& 38/100~~ and Thirty Eight cents DOLLARS ($233.38), with interest thereon from the 15th day of October, 1906, until payment, and the costs of these proceedings, on instruments in which the Homestead Exemption is waived; the Court doth further order that the one 6-horse power White Automatic Gasolene Engine, described in the said petition, be taken possession of by the proper officer under execution issued therefor as the Statute has provided, and be sold, at public auction, after having given ten days notice of the time and place of sale by hand-bills posted ~~in three~~ at five or more public places in the said County, and that the proceeds thereof, after deducting the costs of these proceedings and the costs of the sale, be paid to The Henry Walke Company to be applied as a credit on said judgment.

June
~~Today~~ 8th 1907

Enter This

R. E. Boykin

TO THE HONORABLE R. E. BOYKIN, JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Your petitioner, The Henry Walke Company, humbly complaining, represents to the Court that by a contract between it and B. B. Rogers, dated July 19, 1906, docketed October 8, 1906, and recorded in Deed Book 73, page 616, in the Clerk's Office of Isle of Wight County, a copy of which contract is herewith annexed marked "Exhibit A" and prayed to be read as a part of this petition, your petitioner agreed to sell to the said B. B. Rogers one 6-horse power White automatic Gasolene Engine, and delivered the said machinery to the said B. B. Rogers, but upon the express condition that the title to the machinery was to be reserved and retained in the said The Henry Walke Company until the purchase price, or the balance of the purchase price, with interest, was paid in full; and that the said B. B. Rogers should not acquire any title to the same until the balance of the purchase price, with interest thereon, is paid in full, the balance of which purchase price is evidenced by three notes as follows:

One note for $75.00 due August 7, 1906,
One note for $96.25 due August 18, 1906,
One note for $96.25 due September 17, 1906;

and the said B. B. Rogers agreed to retain the said property above mentioned upon the conditions set forth in the said contract. Your petitioner further represents to the Court that the balance of the purchase price has not been paid by the said B. B. Rogers, and that there is due and unpaid to your petitioner the sum of Two Hundred and Thirty-three & 38/100 Dollars ($233.38), with interest thereon from the 15th day of October, 1906, until payment.

Your petitioner begs the Honorable Court to enter up a judgment in its favor against the said B. B. Rogers for the

amount of the said claim and the costs of these proceedings, as upon an instrument waiving the Homestead Exemption; that the property described in said contract may be sold and the proceeds thereof credited on said judgment; and that the Court will give such other further and general relief to your petitioner as in equity may seem meet.

And notice is hereby given to the said B. B. Rogers that application will be made to the Circuit Court of Isle of Wight County for the said judgment upon the 1st day of the June term, 1907.

THE HENRY WALKE COMPANY,

By McLemore & Corbitt
Attorneys.

Not finding the within named B B Rogers at his usual place of abode. Nor any person upon whom the service of this Notice could be made, I executed the same by leaving a copy thereof Posted on the front door of the usual place of abode of the said B B Rogers this 24th day of May 1907.

Ro A. Edwards
Dpt.

Not being the within named
B B Rogers at his usual place of
abode nor any one of about to
give this Notice. I therefore
Leave by Posting a Copy of this Notice
of the last Notice on the front door this 24th
day of May 1907.

Ro A Reeves Jr
Self

I executed the same by handing
a Copy of this Notice posted at
the front door of the usual
place of abode of the said
B B Rogers this 24th day May
1907.

The Henry Walke Co. a Corpn

vs { Petition at Chancy

P. P. Rogers

Clerk's Office of the Circuit
Court of Isle of Wight County
May 7th 1917. Filed
Teste, A. J. Johnson. cc

McLEMORE & CORBITT
ATTORNEYS AT LAW
SUFFOLK, VA.

Jewell & Co., Phila.