

1925-004 Chancery Causes : Frick Company VS Franklin Coal & Ice Company, Incorporated - al
Isle of Wight County
Petition of Vaughan & Company, Bankers, Franklin, Virginia
Petition of C. C. Vaughan, Union & Core V. Camp.

Folder 1
409

Other surnames: Frick, Eley
Cobean, Bristow, Brittingham,
Beazley, Blanford
[Frick Company, Incorporated]
[Beazley & Blanford], Beaseley,
[Beaseley & Blanford], Blandford,

Robert W. Shultice,
Attorney at Law,
Norfolk, Va.

May 15th, 1925.

Hon. B.D. White,
Judge, Circuit Court of Isle of Wight County,
Isle of Wight C.H. Va.

Re: Frick Company vs Franklin
Coal & Ice Company.

My Dear Judge:-

I herewith hand you my report in the above mentioned case, and copy of decree that I think should be entered.

The decree fully explains the whole transaction. You will find by looking at the note, that it is for \$3000.00, with interest from June 1st, 1921, and carries attorneys fee. Whether you are disposed to allow 10% attorneys fees or not, is a matter that I do not care to discuss. Some Judges do and some do not. I am informed, however, that the judgment I am taking is absolutely worthwhile in any event, but Frick Company has an Efficiency Expert, who, I think is more interested perhaps, in keeping his figures straight, than I am, because I usually look only to the practical side of things.

The \$300.00 paid on the note was paid sometime in 1923, but for the purpose of convenience, I have treated it as if it had been paid before the note became due. This is a matter certainly that the defendants cannot complain about, as they save a judgment of perhaps \$50.00 of interest by my doing it that way.

I have attached all necessary receipts to my report as Special Commissioner.

enc.

Yours very truly,

Robert W. Shultice

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

FRICK COMPANY, a corporation.

V.

FRANKLIN COAL AND ICE COMPANY
ET ALS.

TO THE HONORABLE B.D. WHITE, JUDGE OF SAID COURT:

The undersigned Special Commissioner, respectfully reports to the Court that he deposited the sum of Three Thousand Dollars (\$3000.00) in The National Bank of Commerce, Norfolk, Virginia, according to the decree of this Court. Certificate of deposit has been filed with the papers in this cause, and a duplicate is attached to this report.

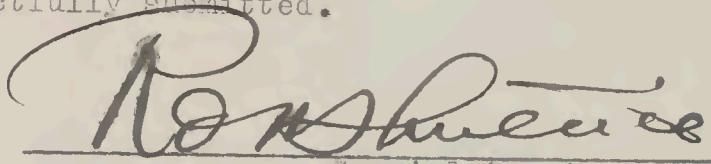
In accordance with the decree of the Court, the undersigned Special Commissioner, drew a check to R.A. Edwards, Clerk, for four dollars and eighty-five cents (\$4.85); another to Robert W. Shultice for one hundred and thirty dollars and fifteen cents (\$130.15), and another to Robert W. Shultice, attorney, for Twenty-eight Hundred and Sixty-five Dollars (\$2865.00), which three checks amount to Three Thousand Dollars (\$3000.00), and your Commissioner explains these checks as follows:

The costs of court amount to \$39.85, of which \$15.00 represents attorney's fee due to Robert W. Shultice, and which he has receipted for; \$20.00 was advanced by Frick Company at the time the suit was instituted. This leaves \$4.85 due the Clerk, for

which check was sent. Your Commissioner than retained in his hands \$3.15, for the purpose of paying costs that will necessarily accrue in this cause before the same is concluded.

The check for \$130.15 is arrived at as follows; the \$3.15 above mentioned; the attorney's fee of \$15.00 above mentioned; commissions on sale \$69.00; bill of sale \$10.00, with fifty cents paid Notary for taking acknowledgment; Special Commissioner's bond \$15.00 and costs of advertising, \$17.50; total costs of sale, \$112.00. This amount, together with the items of \$15.00 and \$3.15, makes \$130.15. The check for \$2865.00, payable to Robert W. Shultice, attorney, represents the amount due Frick Company on account of its debt, and on account of money heretofore paid in costs, as above mentioned.

Respectfully submitted.


Special Commissioner.

VIRGINIA.

IN THE CIRCUIT COURT OF ISLE
OF WIGHT COUNTY.

FRICK COMPANY, a corporation.

VS

FRANKLIN COAL & ICE COMPANY

ET ALS.

REPORT OF

ROBERT W. SHULTICE, SPECIAL
COMMISSIONER.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

FRICK COMPANY, a corporation.

PLAINTIFF.

VS

FRANKLIN COAL & ICE COMPANY ET
ALS.

DEFENDANTS.

Robert W. Shultice, Attorney for the plaintiffs acknowledges receipt of the sums of money mentioned in the report of Robert W. Shultice, Special Commissioner, all of which he begs to state have been paid to the proper parties.

Receipt is hereto attached, showing payment for the bond of the Special Commissioner ; Clerk's receipt and receipt from the Smithfield Times. The balance of the money was either due to the said Shultice as Special Commissioner, or to his client, Frick Company, with which he has made settlement.



Attorney for Frick Company, a corporation.



UNITED STATES FIDELITY AND GUARANTY COMPANY

LOWERY D. FINLEY
319-323 CITIZENS BANK BUILDING
PHONE: 23422

BAIRD, WHITE & LANNING
ATTORNEYS

NORFOLK, VA.. September 18th, 1924.

F-9408

Mr. R. W. Shultice,
Law Building,
City.

Dear Sir:

Re: Special Commissioner's Bond \$5,000.00
Frick & Co. vs. Franklin Coal & Ice Co.,
Ex. 5-28-24 Circuit Ct., Isle of Wight
County, Virginia.

This is to advise that premium of \$15.00 for
the above captioned bond was paid June 21, 1924.

Yours very truly,

Lowery D. Finley
Gen. Agent.

W.

W.

M. Robert W. Shuttice, Spl. Com'r,
Norfolk, Va.

IN ACCOUNT WITH
THE SMITHFIELD TIMES

Smithfield, Va., September 1 192 4
(Frick Company vs. Franklin Coal & Ice Co)

Notice of Sale, 4c. \$17.50

Paid

The Smithfield Times
Per W. J. Bennett

ISLE OF WIGHT, VA., September 11th, 192 4

M. R. W. Shultice, Atty.,

Frick Company...Vs...Franklin Coal & Ice Co.,

TO R. A. EDWARDS, DR.
CLERK OF THE CIRCUIT COURT
Of Isle Of Wight County

Prompt settlements of accounts rendered insures prompt attention to future work.

To Clerks fees
Sheriff cost
Atty fee taxed
Writ tax

Advtz...17.50
Pr on Bnd 15.00

Deposit on cost

17 85
5 50
15 00
1 50

39 85

20 00

Paid R. W. Shultice

*pd
20 00
9/18/24*

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

FRICK COMPANY, a corporation.

COMPLAINANT.

VS.

FRANKLIN COAL & ICE COMPANY,
INCORPORATED, a corporation.

RESPONDENT.

TO THE HONORABLE B.D. WHITE, JUDGE OF THE SAID COURT.

The Undersigned, Robert W. Shultice, Special Commissioner, begs leave to make the following report:

By decree entered in this cause on April 1st, 1924, he was directed to make sale at public auction at the front door of Isle of Wight Court House, of the machinery and other personal property mentioned, ~~and~~ set out and described fully in said decree.

Your Commissioner, after the entering of said decree in this cause, gave bond before the Clerk of Isle of Wight Circuit Court in accordance with said decree. He then proceeded to advertise the property directed to be sold, and did advertise it in a paper published in Isle of Wight County called The Smithfield Times, published at Smithfield, Virginia. A certificate from the Editor of said paper is filed herewith, showing the

publication of this advertisement.

On the day advertised for the sale - July 2nd, 1924- The undersigned Special Commissioner went to Isle of Wight Court House, and at one O'clock P.M., the time set for the sale, sold all of the said property at public auction for cash. At said sale, Frick Company, a corporation, was the highest and best bidder, and purchased the property for the sum of one thousand dollars (\$1,000.00), paying to your Special Commissioner after the sale, that sum of money.

Your Commissioner respectfully requests that this sale be confirmed, and that after confirmation, he be instructed to pay the costs of court, of the sale and advertisement, and to pay the balance over to Frick Company, a corporation, the creditor given judgment by the decree of April 1st, 1924, whose judgment is for nearly three thousand dollars (\$3,000.00) and will not be paid in full by the said one thousand dollars, less the costs of this suit and the costs of sale.

Respectfully submitted.


Special Commissioner.

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

FRICK COMPANY, a corporation.

VS

FRANKLIN COAL & ICE COMPANY
INCORPORATED, a corporation.

Filed 9/2/20

REPORT OF ROBERT W. SHUL-
TICE,

SPECIAL COMMISSIONER.

Robert W. Shultice,
Attorney at Law,
Norfolk, Va.

COMMISSIONER'S SALE

Pursuant to a decree of the Circuit Court of Isle of Wight County, Virginia, entered on April 1, 1924, in the suit of Frick Company vs. Franklin Coal and Ice Co., and others. I will sell at the front door of Isle of Wight Courthouse, on the 2nd day of July, 1924, at 1 o'clock, p. m., for cash, to the highest bidder, the following property, to wit:

1 10 1-2x15 in. V. S. A. Simple Corliss Machine.

2 D. P. Ammo. Conds. 12 P. H. 20 ft. long, 1 1-2 and 2 1-2 in. D. F. W. Steel Gas liquid and water headers 4 coils.

1 Ammonia Receiver 20 in. by 16 in.

1 Ammonia Oil Separator 16 in. by 4 ft.

Ammo. pipe conns.

Extension for present freezing tank.

37 ft. 16 ft. 2 in. by 4 ft. by 1 1-4 in.

Bulkheads and partitions.

Extensions to present freezing tank coils.

Extensions to present freezing tank coils.

44 pcs. 31'6" and 130--37'0", 6200.

New Gas and Liquid headers.

396 Oak covers and frame work.

216 Freezing cans 300 lb.

1 Propellor agitator 22" dia.

1 Crane and hand hoist.

1 Can dump.

1 Can dump pan.

1 Can filler and hose.

1600 lb. ammonia.

20 tons salt.

1 Exhaust stm. oil separator.

3 Flask stm. cond. 11'9" lg.

1 Flask stm. conds. pan 15'x9'x6" x 3-16".

1 D. W. pump 4"x2 1-2"x3 1-2". Simplex.

1 Float tank 20"x30".

1 Reboiler 13'9"x30"x18" and coil.

1 Auto Regulator for reboiler 1 1-4 in. conns.

2 D. C. D. W. coolers 6 H. P. 20' lg.

1 10' extension to stg. tank and coil.

Dist. water conns.

Steam and exhaust conns.

1 6"x9" slide valve engine.

500' 2" D. E. Pipe for ice stg. 38'x 23'x12' with hangers to be used in conjunction with present room piping.

This proper was installed in the plant of the Franklin Coal & Ice Company subject to a lien of the plaintiff, and will be sold free from liens, and with right to the purchaser to remove the same. This property has been used, and will be sold subject to such wear and tear as it has sustained.

ROBERT W. SHULTICE,
Commissioner.

In the Clerk's Office of the Circuit Court of the County of Isle of Wight Frick and Company, a corporation, plaintiff,

against, chancery No. 409
Franklin Coal and Ice, Co., Inc., defendant

I, R. A. Edwards, Clerk of the said Court, do certify that the bond required of the Special Commissioner by the decree rendered in said cause on the 1st day of April 1924, has been duly given.

Given under my hand as Clerk of the said Court, this 30th day of May 1924.

R. A. EDWARDS,
Clerk.

Bond acknowledged May 28th, '24.

M. Robert W. Shultice,
Norfolk, Va.

IN ACCOUNT WITH
THE SMITHFIELD TIMES

Smithfield, Va., July 3, 1924

(Frick Co. vs. Franklin Coal & Ice Co.)

June 6	10½ in. advertisement	# 5.25
" 13		5.25
" 20		5.25
" 27		5.25
		# 21.00
	Less allowance for continuity	3.75
		# 17.25

After 5 days, return to
THE NATIONAL BANK OF COMMERCE,
P. O. Box 1193,
NORFOLK, VIRGINIA.



*Clerk of the Court of Isle of Wight
Isle of Wight Va*

The National Bank of Commerce
of Norfolk.

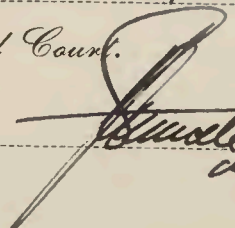
Norfolk, Va. Aug. 29th 1914
Robert W. Shultze, Spec. Com.

has this day deposited in this Bank,

Three thousand $\nabla \frac{90}{100}$ ¹⁰⁰ Dollars

U. S. currency, under a decree of the Circuit
Court of ^{Delaware} ~~Del.~~ in a suit therein depending
between ~~Trick Co.~~ Plaintiffs
and ~~Franklin Coal & Ice Co., Inc.~~ Defendants
subject to the order of said Court.

\$3000 ⁰⁰


Cashier.

COMMONWEALTH OF VIRGINIA:

The City Of Richmond,
TO THE SHERIFF OF ~~XXXXXXXXXXXXXXXXXXXX~~ Greeting:

We command you that you summon W. G. Cobean

(3319--1st Avenue)

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
First Monday in August, 1923, to answer a bill
in chancery exhibited against him et al in our said Court by
Frick Company, a Corporaion

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this 16th day of July, 1923, and in
the 148th year of the Commonwealth.

R. A. Edwards Clerk.

By E. Key Wells
D. S.

4

Frick Company Inc

Virginia Chancery No.

Fremblow Coal & Ice Co,
et al

ORIGINAL SUBPOENA.

VIRGINIA, Clerk's office of the Circuit
Court of the County of Isle of Wight:

192

Returned, entered and filed.

Teste:

Clerk

To First August 1923 Rules.

R. W. Shultice, Atty

Filed in the City of Richmond, Va.,
1923
J. M. G. Coleman
Dummond

JOHN C. SAUNDERS

By W. W. Saunders
Deputy Sergeant

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ^{The City Of Portsmouth.,}
~~ESSEX COUNTY~~—Greeting:

AGAIN,
We [^] command you that you summon Smith R. Brittingham, Trustee.,

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
First.....Monday in.....August....., 1923....., to answer a bill
in chancery exhibited against him, et als in our said Court by
Frick Company, a corporation

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this.....16th.....day of.....July....., 1923....., and in
the.....148th.....year of the Commonwealth.

R. A. Edwards.....Clerk.
By E. Ray Miller
D.C.

COMMONWEALTH OF VIRGINIA:

SOUTHAMPTON
TO THE SHERIFF OF ~~ISLE OF WIGHT~~ COUNTY—Greeting:

We command you that you summon Franklin Coal and Ice Co, Inc.
Harry Cobean, W.O. Bristow, W.G. Cobean, J. Powell, Eley, Trustee,
C.C. Vaughan Jr, and Cora V. Camp.

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
Third Monday in July, 1923, to answer a bill
in chancery exhibited against ~~them et als~~ in our said Court by

Frick Company, a Corporation

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this 10th day of July, 1923, and in
the 148th year of the Commonwealth.

R. A. Edwards Clerk.
By E. Kay Wiler
D.C.

Executed in Southampton County Virginia, this 12th day of July 1923 by delivering a true copy hereof to each of the within named, Harry Cobean, W.O. Bristow, J. Powell Eley, Trustee, C. C. Vaughan, Jr, and Mrs Cora V. Camp, in Person. And by delivering a true copy hereof to Harry Cobean, President of the within named Franklin Coal and Ice Co., Inc, in Southampton County Virginia, where the said Harry Cobean, resides..

W
Loa Bee
Sheriff of Southampton County Va

*Admon of W O Bristow on the back of returned
Sul
Loa Bee*

2

Tricks Company

Virginia Chancery No.

Franklin Coal & Ice Co,
et als

ORIGINAL SUBPOENA.

VIRGINIA, Clerk's office of the Circuit
Court of the County of Isle of Wight:

2 July Rules 1923

Returned, entered and filed.

Teste:

R. A. Eason Clerk

To Second July, 1923 Rules.

R. W. Shultz, City

COMMONWEALTH OF VIRGINIA:

SERGEANT OF THE CITY OF PORTSMOUTH
TO THE ~~SHERIFF OF ISLE OF WIGHT COUNTY~~—Greeting:

We command you that you summon Smith R. Brittingham, Trustee

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
Third Monday in July, 1923, to answer a bill
in chancery exhibited against them et al in our said Court by
Frick Company, a Corporation

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this 10th day of July, 1923, and in
the 148th year of the Commonwealth.

R. A. Edwards Clerk.

By E. Kay Wiler
D.S.

Smith R. Brittingham

Not found.

Party now on
Jacksonville Fla.

Think party will be
back time enough
to answer summer

Yes, have the
answer same
J.S.

COMMONWEALTH OF VIRGINIA:

SOUTHAMPTON
TO THE SHERIFF OF ~~ISLE OF WIGHT~~ COUNTY—Greeting:

We command you that you summon W.G. Cobean

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
Third Monday in July, 1923, to answer a bill
in chancery exhibited against them et als in our said Court by

Frick Company, a corporation

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this 10th day of July, 1923, and in
the 148th year of the Commonwealth.

R. A. Edwards Clerk.
By E. Kay Wiles
D.S.

The within named W.G. Cobean lives in Richmond Va at 3319 1st Avenue

Bell

5/15

COMMONWEALTH OF VIRGINIA:

SERGEANT OF THE CITY OF PORTSMOUTH
TO THE ~~SHERIFF OF ISLE OF WIGHT COUNTY~~—Greeting:

We command you that you summon ^{Trustee} Smith R. Brittingham, F.W. Beazley, ^{Trustee} and P. G. Blanford.

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
-----Third-----Monday in-----July-----, 1923, to answer a bill
in chancery exhibited against ~~them et als~~ in our said Court by
Frick Company, a Corporation

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this-----10th-----day of-----July-----, 1923, and in
the-----148th-----year of the Commonwealth.

R. A. Edwards Clerk.
By E. Kay Wills
D.P.

720
300
1020

Frick Company, A Corp

Virginia Chancery No.

Franklin Coal & Ice Co.
et al

ORIGINAL SUBPOENA.

VIRGINIA, Clerk's office of the Circuit
Court of the County of Isle of Wight:

2nd July 1923

Returned, entered and filed.

Teste:

R. W. Edman Clerk

To Second July 1923 Rules.

R. W. Edman City

Exhibited this 12th day of July 1923 in the City of Portsmouth, Va.

Delivering a copy of the within Subpoena

to F. W. Beasley and

P. E. Blanford

City Ser.

City Ser.

City Ser.

Smith B. Brittingham
has found
B. Blair
City Ser.
J. T. F. Blair
City Ser.

Party now at J. T. F. Blair.
Think party will be back
soon enough to answer
deposition. J. T. F. Blair

L. J. F. Blair

To the Honorable B.D.White, Judge of the Circuit Court of Isle of Wight County, Virginia.

Your petitioners, C.C.Vaughan Jr., and Cora V.Camp beg leave to except to the report of Special Commissioner Robt.W.Shultice in the sale of the property mentioned and described in reservation of title filed in the chancery suit of Frick Company, Incorporated, Vs Franklin Coal and Ice Company, Beaseley & Blandford, J.Powell Eley and _____ Brittingham, Trustees, C.C.Vaughan, Jr. and Cora V. Camp, defendants, Upon the grounds that the property so sold by the said Special Commissioner did not bring an adequate price, and beg leave of Court to file an upset bid for said property advancing the price thereof to a fair price and hereby bid for the said property the sum of THREE THOUSAND DOLLARS, and tender herewith a certified check of the sum of THREE THOUSAND DOLLARS payable to the Circuit Court of Isle of Wight County in the suit of Frick Company against the above named defendants.

R

Respectfully,

C.C.Vaughan, Jr.

Cora V.Camp

By



Their Attorney.

10

Fried Company, a firm

"

Fraunhofer Coal & Co

Lehrer bed

Friday 9/2/24.

NAC

TO THE HONORABLE B.D. WHITE, JUDGE OF THE CIRCUIT
COURT OF ISLE OF WIGHT
COUNTY, VIRGINIA.
.....

Your petitioners, C.C. Vaughan, Jr., and Cora V. Camp, partners, trading as Vaughan & Company, Bankers, Franklin, Virginia, respectfully represent unto the Court that there is now pending in the Circuit Court of Isle of Wight County, Virginia, a Chancery suit in which Frick Company, Incorporated are Plaintiffs and the Franklin Coal & Ice Company, Incorporated, W.O. Bristow, H. Cobean, W.G. Cobean, J. Powell Eley, Trustee, Brittingham, Trustee, C.C. Vaughan, Jr., and Cora V. Camp, and P.G. Blanford and Fred W. Beazley, trading as Beazley & Blanford are defendants, the purpose of which suit is to ascertain the priorities of certain liens on the property of the Franklin Coal & Ice Company, Incorporated.

Your petitioners join all of the allegations and charges contained in said bill and pray to be made a party to the said suit.

Your petitioners respectfully represent to the Court that they are partners in business, operating under the firm, name and style of Vaughan & Company, Bankers and that their partnership assets are separate and distinct from their individual and personal holdings; that they have a defined and fixed capital in their business as Bankers and that they transact their partnership affairs separate and distinct from their individual holdings.

Your petitioners further represent to the Court that on the 25th day of November 1919, your petitioners loaned to the Franklin Coal & Ice Company, Incorporated, a Corporation duly chartered under and by the laws of the State of Virginia, the sum of TWENTY THOUSAND DOLLARS, (\$20,000.00) and received as security for the said loan of TWENTY THOUSAND DOLLARS, (\$20,000.00) a bond for the sum of \$20,000.00 executed by the Franklin Coal

& Ice Company, Incorporated and payable to Vaughan & Company, Bankers, Franklin, Virginia, which said bond is secured by a deed of trust of even date conveying certain property therein enumerated, which said deed of trust is filed with this petition marked "Exhibit A" and prayed to be read as a part of this petition; that your petitioners received and recorded the said deed of trust in good faith, without actual or constructive notice of any outstanding liens against any of the property enumerated in the said deed of trust; that at the time of the recordation of the same to-wit, on the 14th day of July 1920, there were no liens of record in the Circuit Court Clerk's Office of Isle of Wight County, Virginia, and your petitioners were advised and believed that their deed of trust dated as aforesaid, recorded as aforesaid, constituted a first and prior lien on the property of the Franklin Coal & Ice Company therein mentioned and described, and your petitioners pray therefore that they as partners, trading as Vaughan & Company, Bankers, may be made a party to the said suit aforesaid; that the position and dignity of their claim may be established by the Court.

And your petitioners pray that such other general and further relief may be awarded your petitioner as to equity shall seem meet. And your petitioners will never pray

Porter & Co. C. C. Vaughan, Jr. & Co. I. Comp.
VAUGHAN & COMPANY, BANKERS,

BY:

[Signature]

p.q.

[Signature]

THE FRICK COMPANY, INC

VS

FRANKLIN COAL & ICE CO. INC
ET AL.

PETITION.

Filed.

July 7-1924

Justi. R. A. Edwards.
celh.

R. E. L. WATKINS
Attorney At Law
FRANKLIN, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

FRICK COMPANY, a corporation,

COMPLAINANT.

VS

FRANKLIN COAL and ICE COMPANY,
INCORPORATED, a corporation,
HARRY COBEAN, W. O. BRISTOW,
and W. G. COBEAN, J. POWELL
ELEY, TRUSTEE, C. C. VAUGHAN,
Jr. and CORA V. CAMP, SMITH R.
BRITTINGHAM, TRUSTEE, F. W.
BEAZLEY and P. G. BLANFORD,

RESPONDENTS.

BILL IN CHANCERY.

To the Honorable B. D. WHITE, Judge of said Court.

Humbly complaining unto your Honor, your Complainant says:

FIRST: That it, FRICK COMPANY, complainant, is a corporation existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with its principal office in WAYNESBORO, in said Commonwealth.

SECOND: That it is engaged in the manufacture and sale of refrigerating and ice making machinery and was so engaged on October 21st, 1919.

THIRD: That on the said 21st day of October, 1919, it made and entered into a certain contract in writing with Franklin Coal and Ice Company, Incorporated, whereby it undertook and agreed to make, build, construct and install certain refrigerating and ice making machinery in the plant of the said Franklin Coal and Ice Company, Inc., at Franklin, in the County of Isle of Wight, Virginia, and said Franklin Coal and Ice Company, Inc., agreed to pay to your complainant the sum of Twenty-one Thousand, seven hundred Dollars therefor.

FOURTH: That by the terms of said contract, your complainant reserved the title to the aforesaid refrigerating and ice making machinery until all of said purchase price had been paid. The original of said contract, which was duly docketed and

recorded in the Clerk's Office of the Circuit Court for the County of Isle of Wight, Virginia, on August 30th, 1920, is filed herewith and marked Exhibit " A ", and is prayed to be taken and read as and for a part of this bill.

FIFTH: There is now due and owing to your complainant the sum of Three Thousand Dollars with interest thereon from the first day of February, 1921, less the sum of Three Hundred Dollars paid at various times on account.

SIXTH: That said balance is evidenced by a certain negotiable promissory note dated February 1st, 1921, made by Franklin Coal and Ice Co., Inc., by Harry Cobean, Pres., is payable on the 1st day of June, 1921, at Vaughan & Co., Bankers, Franklin, Virginia, with interest at six per cent. from date; waives presentment for payment, protest and notice of protest and non-payment; and provides for ten per cent. additional in case said note is not paid at maturity and it is placed with an attorney for collection.

SEVENTH: The said note also bears the endorsements of Harry Cobean, W. O. Bristow and W. G. Cobean.

EIGHTH: Your complainant has made repeated demands upon the maker and endorsers for payment of the aforesaid note, but they have refused and neglected to pay the same.

NINTH: On the 25th day of November, 1919, Franklin Coal and Ice Company, Inc., made, executed and delivered to J. Powell Eley, Trustee, a certain deed of trust on all of its property together with its plant and equipment located and situated in Franklin, Isle of Wight County, Virginia, to secure the payment of the sum of Twenty Thousand Dollars evidenced by its certain negotiable promissory note payable on demand. A certified copy of said Deed of Trust is filed herewith and marked Exhibit " B ", and is prayed to be taken and read as and for a part of this bill.

TENTH: On the 27th day of November, 1919, Franklin Coal and Ice Company, Inc., made, executed and delivered to Smith R. Brittingham, Trustee, its certain other Deed of Trust, subordinate to the aforesaid Deed of Trust of November 25th, 1919, to J. Powell Eley, Trustee, to secure the payment of eight certain negotiable promissory notes, dated November 27th, 1919, each being for the principal sum of Twenty-two Hundred and Fifty Dollars with interest at the rate of six per cent. from date, made by Franklin Coal and Ice Company, Inc., by Harry Cobean, Pres., endorsed by Harry Cobean, W. O. Bristow and Uriah Rawls, and payable on demand at the American National Bank of Portsmouth, Virginia. A certified copy of said Deed of Trust is filed herewith and marked Exhibit " C " and is prayed to be taken and read as and for a part of this bill.

ELEVENTH: That under paragraph 3 of the said Deed of Trust to Smith R. Brittingham, Trustee, an attempt was made to make said Deed of Trust a first and prior lien to your complainant's lien and the said Smith R. Brittingham, Trustee, claims title to the refrigerating and ice making machinery furnished by your complainant to Franklin Coal and Ice Co., Inc., under the aforesaid contract of October 21st, 1919, (the original of which is filed herewith and marked Exhibit " A ") as a purchaser for value and without notice.

TWELFTH: That all of the above respondents claim interest antagonistic to your complainant and it is necessary to have the rights of all parties determined before a final adjudication can be had.

WHEREFORE, YOUR COMPLAINANT PRAYS:

(A) That proper process may issue as to Franklin Coal and Ice Co., Inc., J. Powell Eley, Trustee, C. C. Vaughan, Jr., Cora V. Camp, Smith R. Brittingham, Trustee, F. W. Beazley, Paul G. Blanford, Harry Cobean, W. O. Bristow and W. G. Cobean, respon-

dents herein.

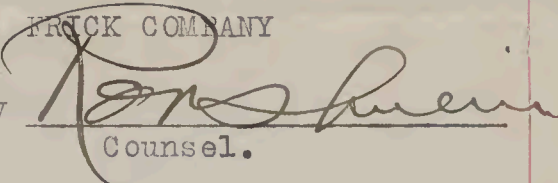
(b) That they be required to answer this bill of complaint, but an answer under oath is hereby expressly waived.

(c) That the rights of all parties may be heard and determined in this cause.

(e) That your complainant may be declared to have a first and prior lien on the aforesaid refrigerating and ice making machinery, and that the same may be sold, or possession delivered to your complainant, or such other disposition made of it as the court may direct. That if sold and the same does not bring enough to satisfy the claim of your complainant, he may be decreed a personal judgment against the Franklin Coal and Ice Co., Inc., Harry Cobean, W. O. Bristow and W. G. Cobean. And that it may have all such other, farther and general relief as to equity may seem meet and the nature of its case may require. And it will ever pray, etc.

FRICK COMPANY

By


Counsel.

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

FRICK COMPANY, a corporation
Complainant.

vs.

FRANKLIN COAL and ICE COMPANY,
INCORPORATED, a corporation,
HARRY COBEAN, W. O. BRISTOW and
W. G. COBEAN, J. POWELL KLEY, TRUS-
TEE, C. C. VAUGHAN, Jr., and CORA
V. CAMP, SMITH R. BRITTINGHAM,
TRUSTEE, F. W. BEAZLEY and
P. G. BLANFORD,

Respondents.

BILL IN CHANCERY.

Robert W. Shultice,
Counsel.

Robert W. Shultice,
Attorney at Law.
Norfolk, Va.

July 10 - 23 Memo filed - Proven issued - Bill filed

2nd July Rule. Proven returned executed on Harry Cohen,
W O Weston, J Powell Ely, Master, C C Vaughan, Jr
J W Beazley and P G Blanford. Bill filed. Decree nisi as
to them. Alias process issued for Frank
R Bullingham, Master, and W G Cohen, returnable
to 1st August Rules 1923.

1st Aug Rules. Proven returned executed upon Frank R
Bullingham, Master, and W G Cohen. Decree
nisi as to them. Defendants Harry Cohen,
W O Weston, J Powell Ely, Jr, C C Vaughan Jr
J W Beazley and P G Blanford not appearing
etc. Cause set down for hearing
as to them.

2nd Aug Rules. As to Frank R Bullingham W G Cohen not
appearing, etc. Cause set down for
hearing as to them.

Frank T. C.

58

7 Coal & Dr. C.

July 16 - Alcis Simmons
deceased to Sgt of Pte -
for Smut R. Brunningham
Trustee Remother to
1st Aug. Rules 1923.

July 16 - Sent from a deceased
to Sgt City of Rich -
for W. E. Coheon -
Remother to 1st Aug -
Rules.

No.

Know all Men by These Presents: That we

Robert W. Shultice

principal ,

and

suret ,

United States Fidelity and Guaranty Co. y

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

Five Thousand

dollars to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our Homestead Exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said office or trust for which this bond is given, with coupons detached from the bonds of this State.

IN TESTIMONY WHEREOF, the said

Robert W. Shultice

principal ,

has hereto set his hand and affixed his seal;

and the said

United State Fidelity and Guaranty Co.

suret ,

by

W.G. Elam

, its duly authorized y

agent and attorney in fact, has caused its corporate name and seal to be hereunto affixed, the said seal to be attested

by the signature of the said

W. G. Elam

, its said agent and attorney

in fact, this, the

28th

day of

May

A. D. 1924

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound

Robert W. Shultice,

who was by a decree entered on the first day of April, 1924, appointed a Special Commissioner in the Chancery cause pending in the Circuit Court of the County of Isle of Wight, wherein Frick and Co, a Corporation, are the complainants, and Franklin Coal and Ice Co, Incorporated, et als, are the defendants. Docket # 409

shall faithfully discharge the duties of his office or trust as such Special Commissioner

, then the above obligation to be void, or else to remain in full force and virtue.

(Seal)

R. W. Shultice

[SEAL]

U. S. Fidelity & Guaranty Co.

By W. G. Elam

Its duly authorized agent and attorney in fact.

Attest: W. G. Elam

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 28

day of May

1924 this bond was duly executed and acknowledged by the obligors to the same

and ordered to be recorded.

W. G. Elam

Clerk.

Frisk TC

28. 409

Franklin Case & Del B

Ucopy 7
Bond.

Folia May 28-1924.

Test. A. A. Edwards
sek

Mr. Shultey is writing me about
his Decr. 7th ahead & put it on
the order book & will endorse it
when I come over. If it suits him
it suits me, without seeing it.

Truly
Yours
J. D. W.



THIS SIDE OF CARD IS FOR ADDRESS



Mr. R. Edwards.
Isle of Light C.H.
Va.

ROBERT W. SHULTICE
ATTORNEY AT LAW
LAW BUILDING
NORFOLK, VA.

Sept. 17th, 1905.

Clerk of the Circuit Court of
Isle of Wight,
Isle of Wight Court House, Va.

Dear Sir:-

Will you please send me copies of such
answers as have been filed in the chancery suit of
Trick Company vs Franklin Coal & Ice Company.

Send bill and I will send you check.

Yours truly,

R. W. Shultice

R.

R. E. L. WATKINS
ATTORNEY AT LAW
Commonwealth's Attorney for Southampton County
FRANKLIN, VIRGINIA

August 29th, 1924.

Mr. Robert W. Schultice,
Attorney at Law,
Norfolk, Va.

Dear Sir:-

I beg to acknowledge copy of decree which you propose to offer to Judge White on Friday, if I have no objections to this decree. The decree meets with my approval as it correctly states my understanding with you with reference to this matter. At the conclusion of the matter, you will kindly send to me for my client a bill of sale for the property.

You are correct in stating that the endorsers on the note of the Franklin Coal & Ice Company are parties without means.

Yours sincerely,

R. E. L. Watkins
R.E.L. Watkins.

Robert W. Shultice,
Attorney at Law.
Norfolk, Va.

March 31st, 1924.

Hon. B.D. White,
Judge of the Circuit Court of
Isle of Wight County,
Isle of Wight C.H., Va.

Re: Frick Company vs Franklin Coal
& Ice Co., Inc..

Dear Judge:-

I herewith hand you a decree which I ask that you enter in the above cause. I also enclose a note for \$3000.00 and original recorded contract, and two duly certified copies of two deeds of trust, each from Franklin Coal & Ice Co., Inc., one to J. Powell Eley, Trustee, the other to Smith R. Brittingham, Trustee.

I call your Honor's attention to the fact that no answers have been filed by any of the defendants, and that the time has now elapsed within which they can answer, except for some very good and special reason shown to the Court. None has been offered, as I understand it, no effort has been made to defend the suit, and in fact, I cannot see how any defense could ever have been made.

The deed of trust to Eley, Trustee, was given before this property went on the premises, and it is personal property (ice machinery), and even though some of it may be to a certain extent affixed to the freehold, it is the subject of Reservation of title. This must have been recognized by any party in interest under the above mentioned deed, and in fact, no defense has ever been made to the claim set up by the plaintiff, and if one had been made, it could not have been successfully asserted under this deed of trust.

The deed of trust to Brittingham expressly refers to this property to be bought from the Frick Com-

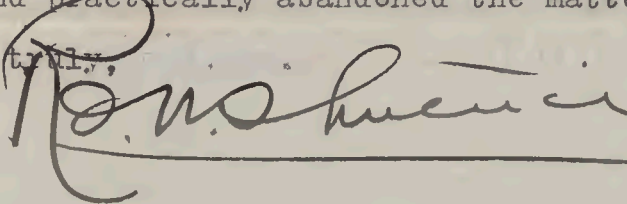
#2.

pany, and shows on its face notice of the Frick Company's title.

Will you please file the four papers in the case which I am offering in evidence, not because it is necessary to do so to support the bill which has been confessed by all the defendants by not answering it, but that the record may be complete in every particular, and that whoever buys the property at public auction may be able to vouch the title by these papers.

I cannot visualize anything that could occur to your Honor's mind that will make this decree inappropriate, but if any such thing occurs, will you please phone or wire me, and I will come up at once, as I am anxious to get this matter disposed of. I have let it hang this long, really to save the trouble and expense of taking depositions. after the note was put in my hands for collection, the Franklin Coal & Ice Company, Inc., paid me \$300.00, which reduced the debt to \$2700.00 before I instituted the suit. They at last told me they could pay no longer, and practically abandoned the matter.

Yours truly,

A handwritten signature in dark ink, appearing to read "R. W. Schenck", written over a horizontal line.

enc.sev.

Note Person

Robert W. Shultice,
Attorney at Law,
Norfolk, Va.

Dear Mr. Edwards

Will you please
file the enclosed decree
and the four (4) other papers
in suit of Frick Co. v. Franklins
Please tax the costs and send
me statement - when you do this
include enough to compete
this suit. As Sp. Comm. I
shall file a report - and then
take a judgment (personal) against
Franklin Co - Inc Co and the
various endorsers on the notes.
The cost of advertising was 17.50
and bond of Com. 15.00
Yours truly
R. W. Shultice

60-①. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840

R. J.

TENN

PENN.

W. VA.

MICH.

V.A

12-20 2½ M

\$3000.00

Dated at

Franklin Va

on February 1st 1921

On the 12th day of June

either of us, of Franklin Post Office, County of Southampton

State of Virginia

or order, *Three Thousand* 25 100 *00* DOLLARS.

Payable and negotiable, without off set at Laughauney & Co Bankers Franklin Va

with interest at Six per cent per annum from date until paid. The drawers and endorsers severally waive presentment for payment, protest and notice of protest and non-payment of this note, and all relief from the homestead, exemption, valuation and appraisal laws of this or any other State or Territory, and hereby agree if the whole amount of this note is not paid at maturity, and it is placed with an attorney or collector for collection, to pay ten per cent. additional on the amount then due, as a collector's or attorney's fees.

Franklin Coal & Ice Co Inc. [SEAL]

Harry Cohen Pres. [SEAL]

[SEAL]

See that this note is carefully filled out and signatures plainly written. All notes must invariably be made payable at some bank.
Make no alterations or erasures in the form without our instructions.

No 6298 Due June 1st

No. 75152

Franklin Coal & Ice Co.
3060 00

Franklin Coal & Ice Co.,
Inc.,

Harry Cobean, Pres.
F.O. Franklin, Southampton Co.,
Va.,

Bk. Vaughan & Co., Bankers,
Franklin, Va.

Dated 2-1- 19 21

\$3000.00

Due 6-1- 19 21

145.50

\$2850.47

\$60.00

Int. from date

Mos. 6 Ds. 6 per cent

For Value Received, I hereby guarantee payment of within note and all extensions of same at maturity thereof and at any time thereafter, and waive demand, protest, notice of protest and non-payment and suit against the maker; consent that same may be extended from time to time, and at higher rate of interest, without affecting my liability thereon; and I hereby waive diligence on the part of any holder thereof in collecting the said note, and any defense arising out of lack of diligence in enforcing the collection thereof.

If this note, together with others, is secured by mortgage, it is agreed that in case of foreclosure or return of the property mortgaged, the proceeds realized from said foreclosure or from resale of property returned, shall first be applied for the expenses of foreclosure, second upon the notes unendorsed or not guaranteed, and the balance on guaranteed notes.

Harry Cobean [SEAL]

W.D. Dinslow [SEAL]

J. J. Cohan [SEAL]

Pay Vaughan & Co., Bankers,

Franklin, Va.
For Collection, and prompt returns

—TO THE—

FRICK COMPANY, WAYNESBORO, PA

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR.

SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., July 19, 1923.

Judge P. D. White,
Circuit Court,
Isle of Wight County,
Virginia.

Dear Sir:-

I have just received summons to appear at the August rules in the Circuit Court, Isle of Wight County, to answer a bill in chancery exhibited against me as trustee and others by Frick Company.

This matter arises by reason of a chattel lien held by Frick Company on certain property of Franklin Coal & Ice Company, on which property there were also other liens and among them, a lien created by a deed of trust to me as trustee. This transaction occurred several years ago when I was undertaking to do non-railroad practise.

Inasmuch as it is impossible for me to give this matter the attention it deserves, I am hereby tendering my resignation as trustee under Section 6298 of the Code and am giving notice to those beneficially involved so that motion for proper substitution of trustee may be duly made.

Yours very truly,

Smith R. Brittingham

*File this with the papers
of the case. B.D.W.
July 21-23.*

Letter of
Smith R. Buttingham
Trustee - Felix

THIS DEED, made this 25th day of November 1919, by and between the Franklin Coal & Ice Company, a Corporation duly chartered under and by the laws of the State of Virginia, of the one part and J. Powell Eley, Trustee, of the other part,

WITNESSETH: That whereas at a meeting of the stockholders of the Franklin Coal & Ice Company, Incorporated, held on the 18th day of November 1919, the following resolution was adopted:

RESOLVED, that the President and Secretary be and they are hereby authorized and directed to execute a trust deed on all of the property of this Corporation, to secure to Vaughan and Company, Bankers, the payment of the sum of TWENTY THOUSAND DOLLARS, (\$20,000.00) and to execute the Corporation's bond for the said sum of TWENTY THOUSAND DOLLARS, (\$20,000.00), to be secured by the said trust deed aforesaid.

NOW THEREFORE, for and in consideration of the premises and of the sum of FIVE DOLLARS, (\$5.00) to it paid, the receipt whereof is hereby acknowledged, the said party of the first part doth grant, bargain, sell and convey and transfer and assign unto the said J. Powell Eley, Trustee, the following property to-wit:

FIRST: All buildings and the lease for the land upon which they are erected, lying, situate and being in Isle of Wight County, Virginia, and formerly known as the "Beazley & Blanford" property.

SECOND: All machinery, appliances and equipment in said buildings, or used in connection with the operation of the Ice plant, Ice Cream plant, and wood yard.

THIRD: All machinery, wagons, trucks, and team used in the operation of said plants and the coal and wood yard of the said party of the first part.

IN TRUST HOWEVER, to secure to Vaughan & Company, Bankers, of Franklin, Virginia, the payment of the just and full sum of TWENTY THOUSAND DOLLARS, (\$20,000.00) due by bond on demand, which said bond is executed by the Franklin Coal and Ice

Company, Incorporated, by its President attested by its Secretary, sealed with the corporate seal and endorsed by Harry Cobean, Uriah Rawls and W.O. Bristow, bears interest at 6% per annum, is of even date with these presents and is payable to Vaughan & Company, Bankers, Franklin, Va., and contains the waiver of the homestead as to the endorser.

IF DEFAULT SHALL BE MADE, in the payment of the above mentioned bond or any part thereof, or the interest thereon, then the said Trustee, upon being required so to do, shall sell the said property, but no sale shall be had until the time, place and terms thereof shall have been advertised for a period of at least twenty days, and in case of a sale, the same shall be had upon the following terms to-wit: CASH as to so much as may be necessary to pay the cost of executing this trust and the amount then due, owing or unpaid on the said bond, and the balance, if any, pay or secure as the law directs.

IF NO DEFAULT, then the said party of the first part shall have executed to it at its own proper cost, a good and sufficient deed of release.

In testimony whereof, the Franklin Coal & Ice Company, Incorporated, has by its President, attested by its Secretary, signed this deed and affixed the corporate seal of their corporation this day and year first above written.

FRANKLIN COAL & ICE COMPANY, INCORPORATED
BY Harry Cobean PRESIDENT.

Attest:

W.O. Bristow
Secretary.

STATE OF VIRGINIA:

SOUTHAMPTON COUNTY TO-WIT:

I, R. E. L. Munn a Notary Public in and for the county aforesaid, State of Virginia, do hereby certify that Harry Cobean, President and W. O. Bristow, Secretary and Treasurer, of the Franklin Coal & Ice Company, Incorporated, personally appeared before me in my county aforesaid and acknowledged that they were respectively President & Secretary & Treasurer of the Franklin Coal & Ice Company and that they had affixed their corporation's seal to the foregoing writing, bearing date on the 25th day of November 1919.

Given under my hand this 25th day of November 1919.

My Commission expires on the 1st day of January 1921.

R. E. L. Munn
Notary Public

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight July 14., 1920, this deed was received and with the certificate annexed, admitted to record.

Teste,

Johnson Clerk.

124 1/2

FRANKLIN COAL & ICE CO.

TO } TRUST DEED

VAUGHAN & CO.

Exhibit "A"

Received of *July 14 1907* *20*
the sum of *235*

State Tax	\$ 20.00
Chk	1.75
Comm Revenue	\$
Total	\$ 21.75

M. S. Bristol

R. E. L. WATKINS
ATTORNEY AT LAW
FRANKLIN, VIRGINIA

3/10

State Tax \$18.00

Franklin Coal & Ice Company

To) 130

Smith R. Brittingham . Trustee

THIS DEED, Made this 27th day of November, A.D. nineteen hundred and nineteen, between Franklin Coal & Ice Company, Incorporated, a corporation duly existing under the laws of Virginia, party of the first part, and Smith R. Brittingham, Trustee, party of the second part.

WITNESSETH: That the said party of the first part doth grant unto the said party of the second part the following property, to-wit:

1- All buildings, structures, and improvements, of every character whatsoever located on the following premises, to-wit: All that certain lot or parcel of land in Windsor District, Isle of Wight County, Virginia, near the Blackwater River, and on the north side of the County Road leading from Franklin, Virginia, to Carrsville, Virginia, and more particularly described as follows: Beginning on the North side of ~~the~~ County road leading from Franklin, Virginia, to Carrsville, Virginia, at a point six and one-half feet from the center of the Seaboard Air Line Railway Company's industrial track running across said County Road, and to a point where the Camp Manufacturing Company formerly had located a hard wood saw mill, thence from said point in an Easterly direction along the North side of said County Road one hundred and twenty feet to a stake, thence in a North or Northwesterly direction in a straight line one hundred and forty feet to a point one hundred and twenty-six and one-half feet from the center of said industrial railroad track, at which point a stake has been driven down; thence in a Westerly direction parallel with the first line one hundred and twenty feet to a stake which point is six and one-half feet from the center of said industrial railroad track; thence in a Southerly or Southeasterly direction in a line parallel with and six and one-half feet from, the center of said industrial railroad tract to the point of beginning; it being the same land demised and leased to

said Franklin Coal and Ice Company, Incorporated, by Camp Manufacturing Company, by agreement dated November, 18th, 1919, and duly of record.

2- The leasehold interest of the grantor in the land hereinabove described and acquired under and by virtue of the lease between Camp Manufacturing Company and Franklin Coal & Ice Company, Incorporated, dated November 18th. 1919, and duly of record, which lease is hereby incorporated herein by this reference.

3- All machinery, appliances, engines, boilers, belting, shafting, pulleys, pumps, motors, and other devises of every character whatsoever now within said buildings or structures or on said land, or hereafter placed within or on the same, now owned or hereafter acquired, including the following: Refrigerating machinery, plant and all auxiliary parts specified in the proposal of Frick Company, Inc., under date of August 10th. 1919, and of the Baltimore Construction & Supply Co, under date of February 10th. 1920, and installed or to be installed by said Companies on the property hereinabove described, 1 Perfection Ice Cream Freezer, 1 iron safe, 1 Remington Typewriter No 11, 1 Burrough's Adding Machine No 3-510718, 1 pair Fairbank's Scales, 1 Pasteurizer No. 1015318, 1 Manning Can Washer, 2 Ammonia Coils, 2 Filters, 1 Northern Electric Company Motor No. 29771 and 1 Switchboard No. 22118 complete therefor, 1 Advance Pump and Compressor Company Brine Pump No. 21748, 1 Boiler Feed No. 21571, 1 "Erie City" 100-horse power Boiler, 1 Frick Company 70- horse-power Boiler, 3 mules, 1 ice Wagon, 1- $\frac{1}{2}$ ton "Garford" Automobile Truck. Together with all other personal property of whatsoever character tangible or intangible, of the grantor now owned or hereafter acquired and used directly or indirectly in connection with its business.

IN TRUST, to secure to the holder thereof the payment of eight (8) negotiable promissory notes of even date herewith, each for the sum of Two Thousand, Two Hundred and Fifty Dollars (\$2250.00) signed by Franklin Coal and Ice Company, Incorporated, and endorsed by Harry Cobean, W.O. Bristow and Uriah Rawls, and payable on demand to the order of F. W. Beasley and P. G. Blanford, at the American National Bank of Portsmouth,

Virginia, with interest at the rate of 6% per annum from their date, and upon the further trust that the said grantor shall remain in quiet and peaceable possession of the above granted and described premises, and take the profits thereof to its own use, until default be made in the payment of the debt aforesaid, in whole or part, or the interest thereon, and upon such default being made, the said trustee shall so soon thereafter as he shall be requested by the said creditors herein secured or their assignees so to do, sell the above granted property at public auction, at such time and place and upon such terms and conditions as he may deem expedient, having first given notice of such time and place of sale, for at least ten days, by advertisements in one or more newspapers published or having circulation in the Town of Franklin, Virginia, and out of the proceeds of such sale, after paying all the expenses attending the execution of this trust, including commissions on said proceeds of sale, to the said trustee, at the rate of 5%, shall pay to the said creditors secured or their assigns, the debt aforesaid, with interest thereon, or so much thereof as may then remain unpaid, and the balance, if any, to the said grantors or its assigns.

The said grantor covenants that it will, during the continuance of this trust, keep the buildings upon the aforesaid land insured against loss by fire, in a sum not less than twenty-five thousand dollars, and assign the policy of insurance to the said trustee, or the trustees under any mortgage prior hereto, as an additional security for the payment of the debt aforesaid, and if it the said grantor fails to keep the said buildings insured as aforesaid, the said trustee or the beneficiary hereunder may cause the same to be insured, and the premiums of such insurance shall be a charge upon the trust property aforesaid. The said grantor covenants that it will warrant generally the property hereby conveyed, and will pay all levies, taxes, and assessments upon said property so long as it or its assigns shall hold the same. And the said grantor agrees that upon payment of this debt, a release of the lien herein created shall be executed

at its expense.

Witness the following signatures and seal:

Franklin Coal & Ice Company, Incorporated.

By Harry Cobean, President

Attest: W.O. Bristow. Secretary

State of Virginia,

County of Southampton

I, G. E. Pillow, a Notary Public for the County aforesaid, in the State of Virginia, whose commission as a notary public expires on the 19th day of February, 1924. do hereby certify that Harry Cobean, whose name as President, and W.O. Bristow, whose name as Secretary & Treasurer of the Franklin Coal and Ice Company, Inc., are signed to the writing hereto annexed, bearing date on the 27th day of November, 1919, have acknowledged before me in my County aforesaid, that they each signed the same for, on behalf, and by authority, of the said Franklin Coal and Ice Company, Inc.

Given under my hand this 1st day of June, 1920.

G.E. Pillow
Notary Public

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight
July 22nd. 1920, at one o'clock P.M. this deed was received and with the certificate annexed, admitted to record.

Teste, A.S. Johnson. Clerk.

A Copy,

Teste, R. R. Edwards Clerk.

By E. Kay Willis

D.B.90, page 241

D.F.

3c

State Tax \$20.00

Franklin Coal & Ice Co.

TO) 124 $\frac{1}{2}$

J. Powell Eley, Trustee

THIS DEED, Made this 25th day of November, 1919, by and between the Franklin Coal & Ice Company, a Corporation duly chartered under and by the laws of the State of Virginia, of the one part, and J. Powell Eley, Trustee, of the other part:

WITNESSETH: That whereas at a meeting of the stockholders of the Franklin Coal and Ice Company, Incorporated, held on the 18th day of November 1919, the following resolution was adopted.

RESOLVED; that the President and Secretary be and they are hereby authorized and directed to execute a trust deed on all of the property of this Corporation, to secure to Vaughan and Company, Bankers, the payment of the sum of Twenty Thousand Dollars, (\$20,000.00) and to execute the Corporation's bond for the said sum of Twenty Thousand Dollars, (\$20,000.00) to be secured by the said deed of trust aforesaid.

NOW, THEREFORE, for and in consideration of the premises and of the sum of Five Dollars (\$5.00) to it paid, the receipt whereof is hereby acknowledged, the said party of the first part doth grant, bargain, sell, and convey and transfer and assign unto the said J. Powell Eley, the following property to-wit:

FIRST. All buildings and the lease for the land upon which they are erected lying, situate and being in Isle of Wight County, Virginia, and formerly known as the "Beazley & Blanford" property.

Second. All machinery, appliances and equipment in said buildings, or used in connection with the operation of the Ice Plant, Ice Cream plant, and wood yard.

Third. All machinery, wagons, trucks, and team used in the operation of said plants and the coal and wood yard of the said party of the first part.

IN TRUST HOWEVER, to secure to Vaughan & Company, Bankers, of Franklin, Virginia, the payment of the just and full sum of Twenty Thousand Dollars (\$20,000.00) due by bond on demand, which said bond is executed by the Franklin Coal and Ice Company, Incorporated, by its President attested by

its Secretary, sealed with the corporate seal and endorsed by Harry Cobean, Uriah Rawls and W.O. Bristow, bears interest at 6% per annum, is of even date with these presents and is payable to Vaughan & Company, Bankers, Franklin, Va., and contains the waiver of the Homestead as to the endorsers.

If default shall be made in the payment of the above mentioned bond or any part thereof, or the interest thereon, then the said trustee, upon being required so to do, shall sell the said property, but no sale shall be had until the time, place and terms thereof shall have been advertised for a period of at least twenty days, and in case of a sale, the same shall be had upon the following, terms, to-wit: Cash as to so much as may be necessary to pay the cost of executing this trust and the amount then due, owing or unpaid on the said bond, and the balance, if any, pay or secure as the law directs.

If no default then the said party of the first part shall have executed to it at its own proper cost, a good and sufficient deed of release.

In testimony whereof, the Franklin Coal & Ice Company, Incorporated, has by its President, attested by its Secretary, signed this deed and affixed the corporate seal of their corporation this day and year first above written.

Franklin Coal & Ice Company, Incorporated.

By Harry Cobean, President

SEAL)

Attest: W.O. Bristow, Secretary

State of Virginia,

Southampton County, to-wit:

I, R.E.L. Watkins, a Notary Public in and for the County aforesaid, State of Virginia, do hereby certify that Harry Cobean, President and W.O. Bristow, Secretary and Treasurer, of the Franklin Coal and Ice Company, Incorporated, personally appeared before me in my county aforesaid and acknowledged that they were respectively President and Secretary and Treasurer of the Franklin Coal and Ice Company and that they had affixed their corporations seal to the

foregoing writing, bearing date on the 25th day of November, 1919.

Given under my hand this 25th day of November, 1919.

R.E.L. Watkins

Notary Public

My commission expires on the 2nd day of January, 1921.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight
July 14th. 1920, this deed was received and with the certificate annexed,
admitted to record.

Teste, A.S. Johnson, Clerk.

A Copy,

Teste R. R. Edwards Clerk

By E. Kay Wills D.C.

D.B. 90, page 235

3 B

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COPY

FRICK COMPANY

INCORPORATED

MANUFACTURERS OF

Ice Making

and

Refrigerating Machinery

Horizontal and Vertical Compression
and Absorption Systems.

WORKS AND GENERAL OFFICE:

WAYNESBORO, Franklin Co., PENNA.

Established, 1853.
Incorporated, 1885.

BRANCH OFFICES:
ALL PRINCIPAL CITIES.

Capital Stock, \$1,250,000.00
Net Resources, \$2,500,000.00

PROPOSAL

August 14th, 1919

To Franklin Coal & Ice Company, Inc.
Franklin,

Va.

We hereby propose to furnish you apparatus as specified on sheets attached, under the conditions attached and subject to our usual agreement being attached and executed.

FRICK COMPANY, INC.

By A. S. Workman.

V. S. A. MACHINE SPECIFICATIONS.

M 1312

NUMBER OF MACHINES	Frick Company will furnish <u>One</u> refrigerating machines for <u>Steam</u> drive, each machine to be in accordance with the following specifications. <u>One</u> Horizontal Steam Engine of our improved style with cylinder <u>15</u> inches bore, <u>15</u> inches stroke. Cylinder to be lagged with iron, packed with mineral wool.
STEAM ENGINE	Engine designed <u>100</u> pounds maximum steam pressure which purchaser will supply. Valve gear of <u>Corliss</u> construction, and all parts of Valve Gear and Governor of the best workmanship and material. Steam stop valve and sight feed cylinder lubricator.
GAS COMPRESSION PUMPS	<u>Two</u> Gas pumps of our improved single acting type, with cylinders of <u>10 1/2</u> inches bore, <u>15</u> inches stroke, fitted with cooling jacket. Pumps fitted with special combination ammonia stop relief valves, with main pipe connections between the two gas pumps. Latest improved stuffing boxes. Hand pump provided for lubricating pump cylinder and stuffing box. Special by-pass valves and pipes on machine between pumps, enabling charge of ammonia to be drawn from one part of pipe system and stored in another part.
MAIN SHAFT	Main shaft of best forged and hammered steel <u>6 1/2</u> inches in diameter.
FLY WHEEL	<u>Two</u> Fly wheel <u>5</u> feet in diameter, to weigh about <u>4000</u> pounds.
BELT WHEEL	~~Belt wheel~~ <u>xxxxx</u> feet diam <u>xxxxx</u> inches face to weigh about <u>xxxxxx</u> pounds.
DETAILS	Connecting rods and all small parts of steel. Oil cups and oiling attachments for continuous running. Steel piston rods. Pump frames of our standard upright style. Reciprocating parts driven direct from main engine shaft. All wearing and bearing surfaces fitted with automatic oilers. Machine to be complete as usually furnished by us.
AMMONIA GAUGES	One set of ammonia pressure gauges, one high pressure and one low pressure, set in ornamental frame, also steam gauge for steam driven machine.
PLANS, FOUNDATIONS, TEMPLATE & BOLTS	Complete plans to be furnished for foundations and for erecting the apparatus to suit the premises. Foundation bolts with anchor washers and template for setting same.
WRENCHES & SMALL TOOLS	One set of wrenches and small tools for taking machine apart for examination or to make adjustments of any part of engine and pumps.
FINISH AND PAINTING	All parts of machine that are machine tooled will generally be finely polished. After machine is erected upon its foundation purchaser will tastefully paint and varnish the same either immediately after it is erected or during the autumn or winter next following as <u>they</u> may elect.
GUARANTEE OF DUTY FOR MACHINE	Frick Company hereby guarantee the machine, consisting of the above described engine and gas pumps, under test, to give a duty equal to the <u>melting</u> of <u>30</u> tons of ice in twenty-four hours continuous operation.
	----- ----- -----



For

Franklin Coal & Ice Co., Inc.

Franklin, Va.

Sheet 1

Type of Machine	Vertical Single Acting
Number of Compressors	2
Diam. of Compressors, (Ins.)	10 $\frac{1}{2}$
Stroke of Compressors, (Ins.)	15
Diam. Compressor Piston Rod, (Ins.)	2 $\frac{1}{2}$
Diam. and Length Cross Head Pin, (Ins.)	3 x 4
Compressor Connecting Rod C-C of Boxes, (Ins.)	30 $\frac{1}{2}$
Diam. Ammonia Suction Pipe, (Ins.)	2 $\frac{1}{2}$
Diam. Ammonia Discharge Pipe, (Ins.)	2 $\frac{1}{2}$
Diam. of Crank Shaft, (Ins.)	6 $\frac{1}{2}$
Number of Main Bearings	3
Diam. Main Bearings, (Ins.)	6 $\frac{1}{2}$
Length Each Bearing, (Ins.)	10
Total Length All Bearings, (Ins.)	30
Diam. Belt or Fly Wheel, (Ft.)	5 f
Approximate Weight of Wheel, (Lbs.)	4000
Type of Engine to Drive Compressor	Corliss
Number of Steam Cylinders	1
Diam. Steam Cylinder—Simple Engine, (Ins.)	15
Diam. High Pressure Cylinder—Compound Engine, (Ins.)	
Diam. Low Pressure Cylinder—Compound Engine, (Ins.)	
Stroke of Steam Cylinders, (Ins.)	15
Diam. and Length of Engine Crank Pin—Simple or tandem engine, (Ins.)	6 $\frac{1}{2}$ x 4
Diam. and Length Outer Crank Pin—Simple or tandem engine, (Ins.)	6 $\frac{1}{2}$ x 4
Diam. and Length of Both Crank Pins—Cross Compound engines, (Ins.)	
Diam. Steam Piston Rod—Simple engine, (Ins.)	2 $\frac{1}{2}$
Diam. and Length Cross Head Pin—Simple engine, (Ins.)	3 x 4
Length Engine Connecting Rods C-C of Boxes, (Ins.)	39
Diam. Live Steam Pipe, (Ins.)	3
Diam. Exhaust Steam Pipe, (Ins.)	3 $\frac{1}{2}$



For

Franklin Coal & Ice Co., Inc.
Franklin, Va.

Sheet No. 2

[OVER]

A FEW POINTS OF MERIT

COMPRESSOR CYLINDERS are made from our own special steel composition (Maypul Steel) which has a high tensile strength, is very dense and of the right degree of hardness for this purpose.

SAFETY HEADS are provided in each compressor cylinder. These permit complete elimination of clearance and insure high efficiency and safety.

JACKETS are tightly fitted to avoid leakage and extend above the cylinder heads sufficient to keep them completely covered with cooling water.

MAIN PIPES are of ample area and the inlet and outlet of the cylinders, where they are attached, are both below the water jacket and in the same plane, within easy reach of the operator.

RELIEF VALVES are provided in combination with the main discharge stop valves on the compressors. These prevent bursting of the cylinder heads if the machine is started with the discharge stop valve closed, of untold importance.

COMPRESSOR STUFFING BOXES have ample length and a lantern gland is placed between the upper and lower packing rings, to insure thorough lubrication. A hand pump provides the lubrication as needed.

ENGINE is of the heavy duty, box bed type.

CORLISS VALVES for all medium and large size engines are double-ported, permitting high speeds if desired.

CRANK SHAFT is forged nickel steel. All steam driven machines have shaft designed for a third bearing outside the engine crank, to equally support the thrust of the engine on both sides. This adds to the strength and the safety and increases the life of the machine.

CRANK PINS are all forged steel and very large.

MAIN BEARINGS are all adjustable and provided with babbit lined boxes. All steam driven machines have three main bearings, the third bearing being located outside of the main engine crank to equally support it and strengthen the machine.

CROSS HEAD PINS are taper fitted and made of forged steel.

CROSS HEADS have adjustable and removable slides or shoes, lined with genuine babbit on both sides. These operate in bored guides in all excepting the few largest sizes.

CONNECTING RODS are forged steel and have adjustable and removable boxes at both ends.

PISTON RODS are of steel, turned and ground true, provided with small size threads in cross heads and taper fitted in the steam piston.

THE FACTORY where this machine is built covers over 30 acres and is equipped with the most modern tools.

Its first aim is to build a machine as good as can be built.

Its second, is to have the best shop equipment and all modern methods that will enable the building of such a machine at the lowest possible cost for which a heavy and strong machine can be built.

FRICK COMPANY has been building such machines continuously for over 33 years. It is the oldest company successfully building such machines in large quantities. It has very large net resources—over \$2,500,000.00. This is perhaps the largest amount of any company building such machinery.

COMPRESSION SYSTEM SPECIFICATIONS

COMPRESSION
SYSTEM
GENERAL

Frick Company is to furnish apparatus for compression system as specified below and is not to be liable for results produced by apparatus not furnished by it except when so specified.

AMMONIA
CONDENSERS

To be of our improved Double pipe type and to consist of two coils of 1 1/2 & 2 1/2 pipe. Each coil 14 pipes high 20 feet long over all and to be provided with water distributing devices, also needed ammonia valves and ammonia headers. Headers for four coils.

CONDENSER
PAN

When condensers are specified to be of atmospheric or open flow type, purchaser is to furnish a pan of sufficient size provided with drain outlet threaded ready for connecting drain pipe. Pan may be of concrete asphalt, steel or other suitable material.

GUARANTEE
OF CONDENSER
CAPACITY

A.H.B.

Frick Company guarantee the above Ammonia Condenser to have a capacity of 30 tons refrigeration with water at 75° Fahr. and proper operation, in connection with two present coils

AMMONIA
RECEIVER

One Ammonia Receiver 20 inches diameter 16 feet long, provided with necessary inlet, outlet, charging and drain valves.

OIL SEPA-
RATOR

One Oil Separator of our latest improved style for ammonia discharge line with purge and drain valves. 16 Inches by 4 Feet high.

AMMONIA
PIPE, VALVES,
CONNECTIONS
AND FITTINGS

All ammonia pipe and fittings needed to connect the compressor pumps with the Condenser and Receiver. Extra strong for high pressure, selected full weight for low pressure.

CONDENSING
WATER

The purchaser to supply needed water at all times, through and over condensers and jackets, of a character suitable for the condensers at a temperature of 75° Fahr. or lower.

CROSS
CONNECTIONS

Unless otherwise provided all necessary cross connections from and to above apparatus and machine are to be furnished by the purchaser, ~~XXXXXX~~ Frick Company.



For

Franklin Coal & Ice Co., Inc.
Franklin, Va.

Sheet No. 3

FREEZING SYSTEM—CAN ICE SPECIFICATIONS

FREEZING
TANK

Frick Company is to furnish freezing system parts and material as specified below, and unless otherwise stated herein purchaser is to furnish the necessary foundations, floors and supports for parts needing same, also insulation underneath and all around the tanks and curbing at top, extending in against the frame work, according to drawings to be supplied by Frick Company.

Frick Company to furnish needed $\frac{1}{4}$ " tank steel to lengthen present tank approximately 39' freezing tank, to be feet long feet wide, and inches high, to be made of tank steel inches thick, and to be properly riveted, caulked and strengthened with angle iron. All materials for this tank will be furnished by Frick Company. The work of putting in place, riveting, caulking and strengthening will be part of the erection work.

EVAPORATING
COILS IN
TANK

The necessary evaporating or heat absorbing coils arranged to fit the above tank, consisting of $\frac{1}{4}$ " ammonia pipe with continuous electrically welded bends and lengths wherever possible, and permitted by transportation facilities. These coils to set vertically and be provided with iron stands, necessary liquid and gas headers, valves and fittings complete. The coils to be arranged so that 396 ice freezing cans of the size specified below can be placed in the tank ($11\frac{1}{2} \times 22\frac{1}{2} \times 45$). The coils for small size tanks to be shipped made up where both erecting and transportation conditions permit, and for larger sizes they are to be arranged for the least number of joints necessary for the proper construction, handling and placing. The work of making up the coils, fitting, placing and connecting them ready for use is to be part of the erection work.

NOTE: If the above evaporating coils are to be built up with return bends and sweat soldered joints, this must be so stated below, and in that case straight lengths of pipe will be furnished with companion flanges soldered on the pipes and none of the coils can be shipped made up.

BRINE COOLER
FOR TANK

A cylindrical shell type brine cooler to be provided for cooling brine and freezing ice in the above tank. This cooler to be inches in diameter and feet long. To be made of extra heavy material and arranged in the tank so that the most efficient circulation of brine can be secured. This cooler will be provided with necessary expansion valve and shut off valve with connections to the outside of the tank.

AMMONIA PIPE
CONNECTIONS

The necessary ammonia pipe, valves and fittings for connecting the above coils to the ammonia liquid and suction lines.

WOOD FRAME
WORK AND
COVERS

Suitable frame work to fit the top of tank, and to be arranged to receive cans, also wooden cover for each can. Framework and cover to be made of oak lumber. 396 Total.

FREEZING
CANS

216 galvanized iron freezing cans, size $11\frac{1}{2} \times 22\frac{1}{2} \times 45$. Weight of cans to be about 70 pounds each, and to have a capacity to make a block of ice to weigh about 300 pounds. All cans riveted, soldered and made water-tight.

BRINE
AGITATOR

1-22" propeller for circulating brine in freezing tank, with necessary distributing pipes, bulkheads, or partitions inside tank.

Frick Company
WAYNESBORO, PA. U.S.A.
ICE MACHINERY SUPERIOR SINCE 1882

For

Franklin Coal & Ice Co., Inc.
Franklin, Va.

Sheet No. 4

(OVER)

FREEZING SYSTEM—CAN ICE SPECIFICATIONS (Continued)

HOIST AND CRANE

One _____ geared hand hoist and traveling crane, with iron work for same complete. Purchaser to furnish and erect necessary wood or iron beams on which crane tracks for this crane will be supported.

THAWING APPARATUS

One _____ can thawing apparatus of size suitable for can used and arranged to accommodate 1 cans at one time. Purchaser to furnish pan underneath of suitable material.

CAN FILLER

-----One----- automatic can filler with needed feet of $1\frac{1}{4}$ " four ply hose to all parts of tank.

LIQUID
ANHYDROUS
AMMONIA

The ammonia pipe system to be properly charged with pure liquid anhydrous ammonia,
supplied by and at the expense of Frick Company (1600 #)

BRINE
MATERIAL

_____ 20 _____ tons of _____ salt _____ to make brine solution in tank of
85 per cent. density salt scale for salt, or 80 per cent. salt scale for calcium chloride.

GUARANTEE OF PERFORMANCE

Frick Company guarantee the above Freezing System to have a capacity to make 30 tons of ice per day of twenty-four hours in midsummer, when run continuously and properly insulated and operated in connection with other apparatus of proper design and equal capacity. The above guarantee is based on connecting to present freezing tank using a total of 396 cans and having sufficient machine capacity to handle the gas from evaporating coils. The above tank coils will be operated flooded and will use purchaser's accumulator.

DISTILLING SYSTEM SPECIFICATIONS

Frick Company is to furnish the following apparatus for utilizing exhaust steam to make distilled water for filling ice cans. Unless otherwise specified. Purchaser is to furnish necessary foundations, floors and supports for this apparatus, also insulation all around and under distilled water storage tanks according to drawings to be provided by Frick Company. Where steam condensers and cooling coils are of the atmospheric or shell type, ~~purchaser is to furnish drain pans of sufficient size, provided with drain outlet threaded ready for connecting drain pipe. Pans may be concrete, asphalt, steel or other suitable material.~~

SEPARATOR

One exhaust Oil Separator to suit exhaust pipe connection to condensers.

B. P. VALVES

One Back Pressure Exhaust valve to suit exhaust relief pipe from condensers.

STEAM
CONDENSERS

---2--- improved ---flask--- exhaust steam condenser with needed water distributing devices, consisting of ---2--- units ---11' 9"--- feet long. & drip pan 22' x 8' x 3/16/

PUMP

---1--- distilled water pump----- with float tank and float for steam control.

REBOILER

---1--- reboiling tank ---13' 9"--- feet long, with steam coil, partitions and automatic regulator for intermittent flow and skimming.

COOLERS

---2--- cooling coils ---double pipe--- type ---6--- pipes high ---20--- feet long. ---1 1/2--- & 2".

FILTERS

----- distilled water filter with full charge of filtering material, screens and grates.

STORAGE
TANK

Use Purchaser's present distilled water filters.
----- distilled water storage tank----- feet long----- feet wide----- feet high or its equal in storage capacity.
Frick Company will furnish steel and coils to lengthen present ammonia cooling coil equalling----- feet of----- inch pipe for precooling water in storage tank. water storage tank 10'

HEADERS
FOR COILS

Inlet and outlet headers for exhaust steam and for distilled water where more than two condensers or coolers are specified with connections to each coil.

DISTILLED
WATER PIPE
CONNECTIONS

All galvanized pipe and fittings for conveying distilled water from one part of above apparatus to another part, including shut-off valves where needed.

GUARANTEE

Frick Company guarantee the above distilling apparatus to be capable of condensing and purifying ---30--- tons of steam in twenty-four hours, with cooling water supplied to condensers at 95°, provided said steam is capable of purification by ordinary distillation, without resorting to other special treatment. If any special treatment is required Purchaser is to furnish and put this in operation at his own expense. It is understood that this apparatus shall be operated properly and continuously with water going to steam condensers at 95° Fahr. or lower and separate water supplied to water cooling coils at same temperature as water supplied to ammonia condensers.



For

Franklin Coal & Ice Co., Inc.
Franklin, Va.

Sheet No. 5

ROOM PIPING SPECIFICATIONS

Frick Company to furnish piping for cooling the following rooms to the temperatures set opposite each. This piping to be arranged in ceiling coils and for circulating of ammonia as the cooling medium. The fittings used are to be suitable for making up joints with litharge and the feed and return valves, also necessary fittings for the coil are to be included with each coil.

Necessary clips, hangers or stands to be furnished by Frick Company.

The pipe mains, valves and fittings needed to connect these coils with other parts of the plant to be furnished by

Putting up clips, hangers or stands, also pipe mains and connections is to be a part of the erection work, but sockets or other anchors, inserted in the building, are to be furnished, properly placed and fastened by the purchaser when erecting the building and rooms.

Purchaser is to furnish in place the necessary posts, beams and other supports needed.

NO.	MATERIAL IN ROOMS	DIMENSIONS			CUBIC FEET	TEMP.
		L	W	H		
1	Ice Storage	38	23	12	10488	28
2						
3						
4						
5	For the above Frick Co. will furnish approximately 500' of					
6	ammonia piping to be connected to present pipe in above room.					
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
Total Cubic Feet						



For

Franklin Coal & Ice Co., Inc.

Franklin, Va.

Sheet No. -----

(OVER)

ROOM PIPING SPECIFICATIONS (Continued)

GUARANTEE OF TEMPERATURE

Frick Company guarantee that the piping furnished will cool the rooms to the temperatures specified opposite each when in full continuous operation in connection with machine and other apparatus of proper capacity. In all cases the rooms are to be insulated and operated as directed by Frick Company.

CHANGED DIMENSIONS

If, when the rooms are built, the dimensions differ from those given above, thereby causing Frick Company to change the shapes, sizes or quantities of piping to suit the rooms or to produce the guaranteed temperatures, the purchaser is to reimburse Frick Company for all additional expense sustained thereby.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ERECTION AND WORKMANSHIP

M 1203-B

MASONRY,
CARPENTER
WORK,
BUILDINGS

Purchaser to furnish and erect at their own expense all foundation work, masonry and carpenter work, furnishing suitable materials therefor, and properly prepare approved buildings or make necessary changes in present buildings, to receive the herein specified machinery, and to have buildings ready in all respects for the reception of machinery on or before the arrival of material

ACCESS TO
PREMISES

The purchaser to give Frick Company, its agents and workmen, free access to those parts of the premises where work is to be done at all times during the erection and operation of the plant, until its completion and acceptance. Also to permit use of telephone for local service free of charge.

TOOLS AND
TOOL ROOM

Frick Company to furnish for erecting purposes only, suitable rigging tools, consisting of such tackles, levers, rollers, hoisting windlasses, chain hoists, ropes, slings, jack-screws, and appliances usually called into use in the erection of heavy machinery.

Frick Company to furnish all pipe-cutting tools for use during erection only.

Purchaser to allow Frick Company the free and exclusive use of some suitable room as storage room for tools and workshop until plant is accepted.

~~When the installation of the machinery specified herein is completed, purchaser to return said tools in good order—ordinary wear and tear excepted—to Frick Company, Waynesboro, Pa., or to such other destination as it may direct.~~ Transportation charges to be paid by X

Purchaser ~~agrees~~ X to pay Frick Company X for the use of said tools, in addition to any sum or sums elsewhere specified in this proposal and contract, the sum of \$2.00 per diem for each and every day the said tools are X within the disposal and use of the said purchaser, days consumed in transportation X thereof being included X X X X X X

SUNDRY
PIPING, ETC.

Frick Company will furnish all steam and exhaust pipe connections to connect boilers, engine and steam pump.

Purchaser to do all needed pipe covering and to supply fresh water to condenser supply tank and necessary pipes to carry water to various parts of apparatus, also sewers and drains where needed, and have some ready for use when required, without delaying Frick Company's work.

ERECTION OF
MACHINERY

Frick Company to furnish machinists, boiler makers, pipe fitters, riggers, helpers, and all other labor necessary to erect, charge and test the herein specified machinery and apparatus except as otherwise provided herein.

Purchaser to furnish one engineer to assist Frick Company's erecting engineer in erecting, charging and testing said machinery and apparatus so as to become familiar with it and all its parts and with the operation of the same. It is agreed that Frick Company will erect purchasers present 10½ x 15 x 15 compressor and condensers after same has been rebuilt, the amount to be paid by purchaser is included in the contract price.



For Franklin Coal & Ice Co. Inc. Sheet
Franklin, Va.

No. 6

[OVER]

ERECTION AND WORKMANSHIP (Continued)

Frick Company to hire to said purchaser an erecting engineer to superintend the erection, charging and testing of the machinery and apparatus specified herein to be furnished by it. The amount to be paid by said purchaser to said Frick Company for the services of said engineer is included in the contract price set forth in this contract. Said engineer being deemed an employee of said purchaser while engaged on said contract.

~~X X Frick Company to hire to said purchaser an erecting engineer to superintend the erection, charging and testing of the machinery and apparatus specified herein to be furnished by it. Purchaser to pay to Frick Company, in addition to any sum or sums elsewhere specified in this proposal or contract, \$12.00 per day for the services of said erecting engineer and all his expenses from the time he leaves Waynesboro, Pa. until he returns thereto or to such other destination as Frick Company may direct. Said engineer being deemed an employee of said purchaser while engaged on said contract.~~

Purchaser to supply ample lights, blocking, stack pole or timbers needed for the proper conduct and pursuit of the work of erection and installation.

WORKMAN-
SHIP AND
MATERIAL

Frick Company to furnish, free of charge, duplicate part or parts to replace any part or parts in the above machinery and apparatus which may prove defective in workmanship or material within one year from the date of shipping said machinery and apparatus, provided said defective part or parts be shipped by the purchaser to Frick Company, Waynesboro, Pa., transportation charges prepaid. Frick Company is not to be liable for any losses, damages or delays caused by defects, except to furnish duplicate parts as provided herein, its liability being expressly limited to furnishing said duplicate parts.

Frick Company will also furnish and erect one 6" x 9" stationery engine slide valve for driving agitators

Purchaser will furnish all necessary belts.

MISCELLANEOUS

M 1204-B

MACHINERY NOT SPECIFIED

Machinery not specified herein to be furnished in all cases by purchaser.

CONSTRUCTION AND DESIGN

Frick Company reserves the right to change the construction and design of this machinery in details, if in its judgment it is to its own and purchaser's best interest, and does not interfere with results.

PATENTS

Frick Company to fully indemnify the purchaser against all damages and costs recovered in any patent litigation growing out of the use of said machinery or apparatus, provided the purchaser immediately notifies Frick Company in writing, of any litigation or threatened litigation growing out of such use, and allows Frick Company to employ counsel and conduct the defense to a finality.

CASH ADVANCES

If the terms of this agreement require Frick Company to pay any item of freight, express, hauling, wages or sundries accruing after the shipment of the apparatus herein specified, the purchaser will advance the necessary funds wherewith such items may be paid; and when such advances are supported by proper vouchers thereof, they shall be credited against the final installment of the purchase price of the said apparatus.

PLANS, INSTRUCTIONS AND TEST

As soon as the machinery is erected ready to be charged with ammonia, and until accepted and settled for, the purchaser to furnish careful and competent engineers, firemen and other help, and also fuel, steam, water, oil, waste, light and other incidentals needed to operate the same, and at all times to render friendly and needed assistance to facilitate the erection and testing of the machinery; said engineers, firemen and other help to be under the direction of Frick Company's engineer, who is to have entire charge during erection and test.

The limit of time which Frick Company's engineer is required to remain after erection of machinery ready to be charged for the purpose of making test, when such erection is made by the Company is 15 days, and if the machinery then performs according to contract, the purchaser to give the said engineer an unconditional written acceptance of the same, but if the said engineer is detained longer through any fault of the purchaser or by his refusing to give such acceptance when the machinery so performs, the purchaser to pay for the extra time of such engineer at the rate of \$~~12.00~~ 10.00 per day and all expenses.

If the purchaser does not have his work of preparation ready to receive the machinery or other work, as herein contracted, or if he fails to have everything in readiness for a full and complete test of said machinery or other work, when the same is erected and ready to be tested, the purchaser will fully reimburse Frick Company for the loss of time of its men, and all other losses and additional expenses occasioned hereby; but if the causes of delay are such as to postpone the trial of the machinery beyond ten days, or if the purchaser interferes with Frick Company's instructions or plans by making changes without its written consent, by adding extra work upon the machinery, or by substituting other work than that specified in the contract the test shall be thereby waived and the machinery or plant accepted as a fulfillment of the contract.



For

Franklin Coal & Ice Co., Inc.

Sheet No. 7

(OVER)

Franklin, Va.

MISCELLANEOUS (Continued)

If at the end of the same period, or such time thereafter as Frick Company claim to have fulfilled the contract, the purchaser fails or refuses to give such acceptance, said purchaser to immediately notify Frick Company, at Waynesboro, Pa., by registered letter, in what particular he claims the machinery is defective, or deficient, and Frick Company shall then have a reasonable time to remedy such defects or deficiencies as may exist; but in case it shall appear to be beyond the power of Frick Company to make the plant perform according to contract, within a reasonable time, then Frick Company shall have the privilege of removing the machinery and plant within a reasonable time, after 30 days' notice from the purchaser so to do, and at Frick Company's expense, it having refunded all money paid on same.

When the purchaser erects the machinery and plant and Frick Company furnishes an engineer to superintend the work at a fixed sum which is included in the contract price named herein, the said engineer is to determine the number and kind of workmen and laborers that the purchaser shall furnish to properly erect and test the machinery and plant.

The use of said machinery and apparatus by the purchaser for ten days after the expiration of the test, and after Frick Company claims that said machinery and apparatus fulfills the terms of its contract, without giving notice of defects as provided in paragraph next above, shall constitute an acceptance of the machinery and apparatus by the purchaser as fulfilling the contract.

INSURANCE

From the time the said machinery or apparatus, or any part thereof, arrives on the premises, and until Frick Company is fully paid therefor, the purchaser to keep the same insured against loss or damage by fire, in solvent insurance companies and without cost to Frick Company, for an amount equal to the unpaid portion of the purchase price of the same; such loss or damage to be made payable to Frick Company, as its interest may appear, and the policies therefor delivered to it. All loss by fire and other casualties, for which Frick Company is not indemnified and paid under such policies of insurance, to be borne by the purchaser on and after the arrival of the said machinery or apparatus, or any part thereof, on his premises.

AGREEMENT

Between Frick Company, a corporation duly organized under the laws of the State of Pennsylvania, of Waynesboro, Franklin County, Pennsylvania, U. S. A., party of the first part, and Franklin Coal & Ice Co., Inc. of Franklin County of Southampton, State of Va. party of the second part as follows:

Frick Company agrees to furnish the said party of the second part for use in Ice factory, situated in the town of Franklin County of Isle of Wight, and State of Virginia

at No. _____ Street one "Eclipse" Refrigerating Machine of the standard "Eclipse" style and patented system, together with the apparatus mentioned and described in the attached proposal and specifications; said machine and apparatus to be in all respects in accordance with said proposal and specifications, which, together, with all agreements and guarantees contained therein, are made a part of this agreement.

The land upon which said machine and apparatus is to be erected is described as follows:

200 feet front on east side of Blackwater River Street and extending back in a easterly direction approximately 200 feet to Camp Manufacturing Co's property and bounded on the south by County Road and on the north by Camp Mfg. Co's property.

1919 Frick Company agrees to deliver said machine and apparatus f. o. b. cars, Waynesboro, Pa., on or about Dec. 1st ~~from date contract is approved at its Home Office at Waynesboro, Pa.~~ Freight to destination to be paid by Purchaser Frick Co's for his own account. ~~All hauling to be done by and at the expense of the Purchaser for his own account.~~

The said party of the second part agrees to pay for the said machine and apparatus the sum of Twenty-One Thousand & Seven Hundred Dollars, (\$ 21,700.00) as follows to wit:

Twenty-five per cent. (25%) cash ~~with contract, returnable if contract is not approved.~~ on receipt of approved contract.

Twenty-five per cent. (25%) cash when the apparatus is ready for shipment.

Twenty-five per cent. (25%) cash ~~thirty (30) days after apparatus is ready for shipment.~~ when the apparatus is ready to charge with ammonia.

Twenty-five per cent. (25%) cash sixty (60) days after apparatus is ready ~~for shipment.~~ to charge with ammonia.

The above price is based on shipment by all rail and if purchaser directs to box and pack for rail and water shipment, an extra charge of ten cents per hundred pounds of the gross shipping weight will be made.

[OVER]

Storage
and
Hauling
Charges

The said party of the second part further agrees that in case he is not ready to receive the apparatus herein specified on the date fixed for its shipment, to pay Frick Company one per cent, (1%) per month of the purchase price thereof for storing, handling and moving the same, and if the party of the second part has the privilege of routing the shipment on account of his paying the freight charges, said routing instructions must be forwarded fully three weeks prior to date set for shipment. The party of the first part reserves the right to reject any changes after first routing instructions have been given.

Strike out
Paragraph
Not
Desired

~~Settlement to be fully completed upon arrival of apparatus when~~
Settlement to be fully completed upon the completion of the test period hereinbefore provided, when
----- all installments of the purchase price
not then due and payable shall be evidenced by negotiable acceptances or notes, with interest at 6-- % per
annum from date until paid, and secured as follows:

Strike out
Paragraph
Not
Desired

~~By first mortgage on the apparatus herein specified.~~
~~By Vendor's Lien on the apparatus herein specified.~~
By title to the apparatus herein specified remaining in Frick Company until all obligations arising hereunder
shall have been paid.
By -----

It is expressly agreed that during the life of this contract or any obligation or renewal thereof arising thereunder, the apparatus herein specified shall not become any part of any real estate on or in which it may be located or to which it may be attached, but it shall remain personal property, and subject to the mortgage, lien or reservation of title hereinbefore provided for, and the title to the said apparatus shall not pass from Frick Company in any event until all the cash and securities herein contracted for are given, and in case of failure or refusal to make any of the payments when due, or to make settlement as hereinbefore agreed, or to pay any note that may be given when it falls due, the whole of the unpaid indebtedness arising under this agreement shall thereby, at the option of Frick Company, become immediately due and demandable.

All exemption and homestead laws waived as to liabilities under this contract.

In case Frick Company is compelled to place this contract in the hands of an attorney in order to procure settlement in accordance with the terms thereof, party of the second part agrees to pay, in addition to amount found to be due Frick Company, all attorneys' fees incurred by it not exceeding 5% of the sum so found to be due.

In case this contract is cancelled by purchaser the latter agrees to pay Frick Company all expenses incurred and actual damages sustained by it on account thereof.

Purchaser to be liable for any damage or injury sustained by purchaser or any of his employees caused directly or indirectly by the installation or operation of this machinery.

All agreements of either party, as to the time of completion, of the whole, or any part, of the work under this contract, are made subject to delays caused by strikes, accidents, carriers, and such as occur without fault of the party sought to be charged therewith, or from causes beyond his control.

This order contains in writing and print, the entire contract between the parties hereto, and the purchaser has notice that no agent or salesman of Frick Company has authority to bind the Company by any agreement herein contained, nor to alter this contract after it has been accepted by said Frick Company, nor to take checks or notes payable otherwise than to order of Frick Company and that no employee of the Company who is sent to erect, make repairs to, or put machinery in operation, has authority to bind the Company by any declaration, statement or promise he may make with respect thereto.

This order and contract is not binding until approved and accepted by Frick Company, at its Home Office, Waynesboro, Pa.

Witness the following signatures and seals, the 14th day of August 1919.

Witness:

FRICK COMPANY,

By A. S. Workman

Franklin Coal & Ice Co. Inc. (SEAL)

by Harry Cobeau, Pres. (SEAL)

(SEAL)

(See acknowledgements below and on opposite side hereof)

(SEAL)

Approved and accepted by Frick Company, at its Home Office, Waynesboro, Pa., the 21st day of October, 1919, subject to delay on account of existing labor conditions, and to change on sheet No. 3, as initialed A.H.B.

FRICK COMPANY,

By Ezra Frick V. Prest

W. R. Snively Secy.

M 1174-B

ACKNOWLEDGEMENT CORPORATIONS

STATE OF Virginia }
COUNTY OF Southampton } ss:

I, E. C. Bedee a Notary Public, in and for the State and County aforesaid, hereby certify that Harry Cobeau to me personally known, appeared before me this day, and being duly sworn said that he is the President of Franklin Coal & Ice Co. Inc a corporation, and that he signed, sealed and delivered the within instrument as the free and voluntary act and deed of the said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 14 day of August 1919.

E. C. Bedee

My commission expires April 6th, 1921.

[OVER]

ACKNOWLEDGEMENT

INDIVIDUALS

STATE OF _____ }
COUNTY OF _____ } SS :

I, _____ a Notary Public, in and for the State and County
aforesaid, hereby certify that _____ personally known to me as the person
whose name is subscribed to the above instrument, appeared before me this day in person, and acknowledged that he
signed, sealed and delivered the above instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal this the _____ day of _____ A. D., 19 _____.

My commission expires _____ 19 _____.

PROOF BY WITNESS

STATE OF _____ }
COUNTY OF _____ } SS :

In person, before me, a Notary Public, in and for the State and County aforesaid, comes _____
_____ who, being duly sworn, deposes and says that he was present and saw _____
_____ sign and execute the attached agreement for the purposes therein recited, and that the same
was signed by him as a witness thereto.

Let the same, with this certificate, be registered or recorded as and when by law required.

Witness my hand and seal of office this _____ day of _____ A. D., 19 _____.

My commission expires _____ 19 _____.

(33)

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858

RESERVATION OF TITLE.

Notice is hereby given that in the matter of the contract between Frick Company, a Pennsylvania Corporation, and the Franklin Coal & Ice Company, Inc., of Franklin, Va., dated the 21st day of October, 1919, under which Frick Company agrees to furnish the said Franklin Coal & Ice Company, Inc., with certain refrigerating machinery and apparatus in said contract described, the title to the said machinery and apparatus was reserved by Frick Company until all the cash and securities contracted for are given and all obligations paid for in cash. The said machinery and apparatus is described as follows;

- 1 10 $\frac{1}{2}$ x15x15" V.S.A. Simple corliss machine
- 2 D.P.Ammo. Conds. 12 P.H. 20' lg. 1 $\frac{1}{2}$ " & 2 $\frac{1}{2}$ " B.F.W. steel
- Gas liquid & water headers 4 coils
- 1 Ammonia Receiver 20" x 16'
- 1 Ammonia oil separator 16" x 4'
- Ammo. pipe conns.
- Extension for present freezing tank, 37'x16'2" x 4' x 1 $\frac{1}{4}$ "
- Bulkheads & partitons
- Extension to present freezing tank coils 44 Pcs. 31'6" & 130-37'0", 6200'
- New Gas & Liquid headers
- 396 Oak covers & frame work
- 216 Freezing cans 300#
- 1 Propellor agitator 22" dia.
- 1 Crane & hand hoist
- 1 Can dump
- 1 Can dump pan
- 1 Can filler and hose
- 1600# Ammonia
- 20 Tons salt
- 1 Exhaust stm. Oil separator
- 3 Flask stm. cond. 11'9" lg.
- 1 Flask stm. conds. pan 15'x9'x6"x3/16"
- 1 D.W. pump 4"x2 $\frac{1}{2}$ "x3 $\frac{1}{2}$ " Simplex
- 1 Float tank 20"x30"
- 1 Reboiler 13'9"x30"x18" & coil
- 1 Auto. Regulator for reboiler 1 $\frac{1}{2}$ " conns.
- 2 D.C.D.W. coolers 6 P.H. 20' lg.
- 1 10' extension to stg. tank & coil
- Dist. water conns.
- Steam & exhaust conns.
- 1 6"x9" slide valve engine
- 500' 2" D.E. Pipe for ice stg. 38'x23'x12' with hangers to be used in conjunction with present room piping.

-2-

The amount of said contract is \$21700.00 and there remains unpaid \$5435.18. The terms of payment are 25% on receipt of approved contract - 25% when apparatus is ready for shipment, 25% when the apparatus is ready to charge with ammonia, which payment matured Apr. 2, 1920, 25% 60 days after the apparatus is ready to charge with ammonia, which payment matured June 2nd, 1920.

The above machinery to be located in the Town of Franklin, in the County of Isle of Wight, State of Virginia, and to be used in the Franklin Coal & Ice Company's Ice Factory. The land upon which said machinery is to be erected is described as follows;

200 feet front on East side of Blackwater River and extending back in an easterly direction approximately 200 feet to Camp Manufacturing Co's. property bounded on South by County Road and on the North by Camp Mfg. Co.'s property.

In witness whereof Frick Company has caused its corporate seal to be affixed to this notice and the same to be signed by its President, attested by its Secretary, this 28th day of August, 1920.

FRICK COMPANY,

[Signature]
Attest *[Signature]* Secy

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181
3a 387708 #13620

SPECIFICATIONS

AND

AGREEMENT

Frick Company
WAYNESBORO, PA. U.S.A.
ICE MACHINERY SUPERIOR SINCE 1892

AND

Franklin Coal & Ice Co.

Franklin Pa

RECEIVED BY THE
SHERIFF OF THE COUNTY
OF DELAWARE
August 30 1920
Memorandum filed
and docketed at
One O'clock P.M.

Franklin Coal & Ice Co.

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

FRICK COMPANY, a corporation,

COMPLAINANT.

vs.

FRANKLIN COAL and ICE COMPANY,
INCORPORATED, a corporation,
HARRY COBEAN, W. O. BRISTOW,
and W. G. COBEAN, J. POWELL
ELEY, TRUSTEE, C. C. VAUGHAN,
Jr., and CORA V. CAMP, SMITH R.
BRITTINGHAM, TRUSTEE, F. W.
BEAZLEY and P. G. BLANFORD,

RESPONDENTS.

In Chancery,

Returnable to ~~First~~ *Second* July Rules, 1923.

Second
Robert M. Shuman
Counsel

Dep 10.00
" 10.00
\$20.00

Pd 8/17 Southampton 3.50
" " Portsmouth 1.50
5.00

Trick & Co Inc
75 Og -
Franklin Coast Ice Co

Memo. filed. 7/10/23.

25-
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25-
25-
2.75.

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

FRICK COMPANY, a corporation. PLAINTIFF.

VS

FRANKLIN COAL & ICE COMPANY,
INC. ET ALS. DEFENDANTS.

This cause came on this day to be heard upon the plaintiff's notice to dismiss the petition of C.C. Vaughan, Jr., and Cora V. Camp. partners etc., heretofore filed in this cause, and was argued by Counsel.

Upon consideration of which, the Court doth sustain the prayer in the plaintiff's notice to dismiss the said petition, and doth hereby dismiss the same, and order that it be stricken from the record for reasons appearing in the said notice to dismiss. After which action, by the Court, Robert W. Shultice, Special Commissioner, filed his report of sale made on the 2nd day of July, 1924, and C.C. Vaughan, Jr., and Cora V. Camp, partners as aforesaid appeared by Counsel and asked leave to file an upset bid for the sum of three thousand dollars (\$3,000.00) for the property mentioned and described in the report of Special Commissioner Shultice, all of which papers were filed by leave of Court, and with said upset bid, there was deposited with the Court a certified check of C.C. Vaughan, Jr., for the sum of three thousand dollars.

After all of the above mentioned papers had been filed,

and the said check for three thousand dollars had been deposited with the Court, Counsel for the Frick Company, the plaintiff, signified to the Court its willingness ~~to permit~~ to permit the said property to be sold to C.C. Vaughan, Jr., and Cora V. Camp, partners as aforesaid, for the said sum of three thousand dollars (\$3,000.00), rather than to have a re-exposure to sale.

Whereupon, the Court confirmed the sale of the said property mentioned and described in the plaintiff's said bill, or so much thereof as is left and is now in existence, to the said C. C. Vaughan, Jr., and Cora V. Camp, trading as Vaughan ^{and} Company. The said property to be taken by the purchasers Vaughan & Company in accordance with the advertisement of the Special Commissioner, and as it now is, without any claim back for any goods, machinery or supplies that may have been worn out or exhausted in use, and the said Special Commissioner, Robert W. Shultice, is hereby directed, empowered and instructed to make a Bill of Sale to the said C.C. Vaughan, Jr., and Cora V. Camp, partners as aforesaid.

The said Robert W. Shultice, Special Commissioner, is directed to deposit the check for three thousand dollars (\$3,000.00) in the National Bank of Commerce, at Norfolk, Va., to the credit of this cause, to check on same to pay the expenses of sale and the costs of this suit, and the balance he shall pay to the plaintiff, Frick Company ^{or its attorneys.} After doing so, he shall make a report to this Court showing his expenditures, disbursements and payments,

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

FRICK COMPANY, a cor-
poration. PLAINTIFF.

VS

FRANKLIN COAK & ICE COMPANY
ET ALS. DEFENDANTS.

D-E-C-R-E-E

1920
Sept 2.

interdict.
B.D.W.

Order Book 8
page 220

Robert M. Shultice,
Attorney at Law,
Norfolk, Va.

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

FRICK COMPANY, a corporation. COMPLAINANT.

VS

FRANKLIN COAL & ICE COMPANY,
INCORPORATED, a corporation. RESPONDENT.

TO THE HONORABLE B.D. WHITE, JUDGE OF SAID COURT:

Frick Company, a corporation, complainant in the above mentioned suit, moves the Court to dismiss and strike from the record in this case, a certain alleged petition filed by C.C. Vaughan, Jr., and Cora V. Camp, partners trading as Vaughan & Company, Bankers, Franklin, Virginia, which paper was inadvertently permitted to be filed by the Judge of this Court, on the 8th day of July, 1924.

Among other reasons assigned why the Court should strike this paper from the record, the following are especially set out:

1st: C.C. Vaughan, Jr., and Cora V. Camp were made parties to this suit at its inception. Process was served upon them and duly returned. The bill filed in this case sets up the deed of trust set out in the paper filed on July 8th, and a copy of the said deed of trust was filed as an exhibit. The bill alleged

for reasons assigned, that the said C.C. Vaughen, Jr., and Cora V. Camp had no lien on the machinery installed in the plant of the Franklin Coal & Ice Company, Incorporated. Of all of these matters the said C.C. Vaughen, Jr., and Cora V. Camp had full notice, and they permitted the bill and all of its allegations to be taken for confessed as to them, and neglected and refused to file an answer in this case until after the expiration of more than six months from the time within which they had a right to file an answer, and have never filed an answer, and after the expiration of more than six months from the maturity of this case, no party in interest having filed an answer, this Court entered a final decree adjudging, fixing and determining the rights of Frick Company, and also determining and fixing the rights of all other parties in this case, so far as the machinery installed in the plant of the Franklin Coal & Ice Company, Incorporated, is concerned, and by that decree directed Robert W. Shultice, who was appointed a Special Commissioner, to sell said machinery.

2nd: Frick Company, a corporation, is informed, believes and charges that the said Special Commissioner gave bond in accordance with said final decree, advertised the property in accordance with said decree, and on the 2nd day of July, 1924, sold the same at public auction, at which time Frick Company, a corporation, became the purchaser of said machinery, for the price of one thousand dollars (\$1,000.00), and paid the same to the said Special Commissioner.

After all of this had been done, C.C. Vaughen, Jr., and Cora V. Camp, partners trading as Vaughen & Company, Bankers, then undertook, by a paper which they call a petition, to avail

themselves of the right to file an answer in this case, which right they had forfeited long since by not complying with the statute law of this state by filing the same within the period limited by statute.

3rd: An inspection of the paper called a petition, will show that it raises no new question; involves the rights of no party not duly and properly made a party to this suit, and served with process, returnable more than six months before the final decree was entered by the Court, and seeks now to assert a claim and to try matters that have long since been disposed of by this court, by decree properly and regularly entered.

For these reasons, Frick Company, a corporation, says, with all due respect to the Court, that the decree allowing the filing of the so-called petition should never have been entered. This was done ex parte, and of course, without the Judge of the Court having before him the facts hereinabove set out, and without having his attention called to the fact that all matters in this case had been ended and completely determined, and without knowing that the so-called petitioners had lost all right to assert any claim by ignoring the process of this court and failing and refusing to answer the complainant's bill for more than six months.

An inspection of the final decree will show that the Court, with its usual care and prudence, has set out and determined all of the facts herein alluded to, and has particularly adjudged, ordered and decreed that these so-called petitioners have confessed all of the allegations of the bill, has already determined that they have no rights under the deed of trust mentioned in the so-called petition, and that everything has been done and com-

pleted in this case so far as matters set up in the so-called petition undertake now to present to the court a case for consideration, and that for these reasons, this petition is many months out of time and comes, not only after final decree, but after an actual sale of the property; not only after the rights of the complainants have been fixed under its lien, but because now it has other rights vesting in it as the purchaser of the property at judicial sale from a Special Commissioner of this Court.

For these reasons, Frick Company, a corporation, moves that the paper hereinabove referred to be stricken from the record, and that the report of the Special Commissioner be confirmed, and that it may have such other further and general relief as it is entitled to under the circumstances of this case.

Respectfully submitted.

Frick Company, a corporation.

By

Ross River
C. A. Bishop
Counsel.

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

FRICK COMPANY, a corporation.

VS

FRANKLIN COAL & ICE COM-
PANY INCORPORATED, A CORPOR-
ATION?

Filed 9/2/24.
RAR

MOTION TO DISMISS.

Robert M. Shultice,
Attorney at Law,
Norfolk, Va.

FRICK COMPANY, INCORPORATED

VS

FRANKLIN COAL & ICE COMPANY,
INCORPORATED, HARRY COBEAN,
W.O. BRISTOW, W.G. COBEAN,
J. POWELL ELEY, TRUSTEE,

BRITTINGHAM, TRUSTEE,
C.C. VAUGHAN, JR. CORA V. CAMP,
P.G. BLANFORD, FRED W. BEAZLEY,
PARTNERS, TRADING AS BEAZLEY & BLANFORD.

This cause came on this day upon motion of C.C. Vaughan,
Jr., and Cora V. Camp, partners, trading as Vaughan ^{and} Company,
Bankers, Franklin, Virginia for leave of Court to file their
petition in this suit, which leave is granted by the Court and
the petition is this day accordingly filed.

FRICK COMPANY, INCORPORATED

VS

FRANKLIN COAL & ICE CO. INC.
ET ALS.

Enter this 7th day of
July 1924.

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

FRICK COMPANY, a corporation. COMPLAINANT.

VS

FRANKLIN COAL AND ICE COMPANY,
INCORPORATED, a corporation,
HARRY COBEAN: W.O. BRISTOW
AND W.G. COBEAN: J. POWELL
ELEY, TRUSTEE: C.C. VAUGHAN,
Jr., AND CORA V. CAMP, SMITH
R. BRITTINGHAM, TRUSTEE: F.W.
BEAZLEY and P.G. BLANFORD. RESPONDENTS.

This cause came on this day to be heard on the plaintiff's bill of complaint taken for confessed as to all of the defendants; upon a note of the Franklin Coal and Ice Company, Incorporated, for the sum of Three Thousand Dollars (\$3000.), dated February 1st, 1921, payable on the 1st day of June, 1921, and endorsed by Harry Cobean, W.O. Bristow and W.G. Cobean, individually; upon an original contract entered into between the plaintiff and the Franklin Coal and Ice Company, Incorporated, made and entered into on the 21st day of October, 1919, the said contract having been signed and executed by said Franklin Coal and Ice Company, Incorporated, on the 14th day of August, 1919, and having been accepted, signed and executed by the plaintiff, the Frick Company, on the 21st day of October, 1919, and having been completed as to its execution on the last mentioned day; on a certain copy, duly certified, of a deed of trust made by Franklin Coal and Ice Company, Incorporated, to J. Powell Eley, Trustee, dated the 25th day of November, 1919, and a certain other copy, duly certified, of a deed of trust from said Franklin Coal and Ice Company, Incorporated, to Smith R. Brit-

tingham, Trustee, dated the 27th day of November, 1919, and was argued by counsel.

And it appearing to the Court that no answers have been filed by any one or more of the said defendants, either corporate or individual; that nothing has been done or pleaded in this suit by any defendant, except that Smith R. Brittingham, Trustee, who is a bare trustee, having no substantial interest in the subject matter of this litigation, has undertaken by a letter, to resign his trust as such trustee, which resignation has not been accepted by the Court, and as to which no action has been taken, and as six months have elapsed since the service of process on these defendants and the maturing of this cause:

And it appearing to the Court, from the bill and the papers filed in evidence by the plaintiff, that there is due to the plaintiff from Franklin Coal and Ice Company, Incorporated, the sum of twenty-seven hundred dollars (\$2700.00), with interest thereon from the 1st day of June, 1921, and that as to this ~~sum~~ of money the said plaintiff has a lien on certain machinery and appliances mentioned, set out, enumerated and described in the said contract of October 21st, 1919, which said pieces, parcels and lots of machinery are as follows, to-wit:

- 1 10 $\frac{1}{2}$ "x5x15" V.S.A. Simple corliss machine.
- 2 D.P. Ammo. Conds., 12 P.H. 20' 1g.1 $\frac{1}{2}$ " & 2 $\frac{1}{2}$ " D.F.W. Steel.
- Gas liquid & water headers 4 coils.
- 1 Ammonia Receiver 20" x 16".
- 1 Ammonia oil Separator 16" x 4'.
- Ammo. pipe conns.
- Extension for present freezing tank.
- 37' 16'2" x 4' x 1/4".
- Bulkheads & partitions.

Extensions to present freezing tank coils
 44 pcs. 31'6" & 130 -37'0", 6200.
 New Gas & Liquid headers.
 396 Oak covers & frame work.
 216 Freezing cans 300#
 1 Propellor agitator 22" dia.
 1 Crane & hand hoist.
 1 Can dump.
 1 Can dump pan.
 1 Can filler and hose.
 1600# Ammonia.
 20 Tons salt.
 1 Exhaust stm. oil separator.
 3 Flask stm. cond. 11'9" lg.
 1 Flask stm. vonds. pan 15'x 9'x6" x 3/16"
 1 D.W. pump 4"x2 1/2"x3 1/2" Simplex.
 1 Float tank 20" x 30".
 1 Reboiler 13'9" x 30" x 18" & coil.
 1 Auto. Regulator for reboiler 1 1/4" conns.
 2 D.C.D.W. coolers 6 P.H. 20' lg.
 1 10' extension to stg. tank & coil.
 Dist. water conns.
 Steam and exhaust conns.
 1 6" x 9" slide valve engine.
 500' 2" D.E. Pipe for ice stg. 38' x 23' x 12' with
 hangers to be used in conjunction with present
 room piping.

all of which as appears from the papers in this cause, were placed in the plant of the Franklin Coal and Ice Company, Incorporated, in the County of Isle of Wight, Virginia, and that the debt aforesaid of twenty-seven hundred dollars, with interest as aforesaid represents the balance of the purchase price thereof, duly retained and reserved by the said contract aforesaid, which as appears from an inspection thereof, was duly recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, and the claim of the plaintiff of such lien has not been controverted by any party defendant to this suit, and the time has now elapsed within which such individuals or corporations can, without showing some special reason satisfactory to the Court, make defense and no such reason having been shown

or sought to be shown, the Court doth adjudge, order and decree that the plaintiff has the right either to sell such property for the satisfaction of its debt, or to repossess itself of such property.

And it appearing further to the Court , that in as much as the original cost of said property was over twenty thousand dollars, and that all of the purchase price appears to have been paid, except the sum of twenty-seven hundred dollars aforesaid, with interest as aforesaid, the Court is of opinion, that the said property should be exposed to sale, at public auction, and that any equity remaining therein, if such exists, shall be reserved to the defendant, Franklin Coal and Ice Company, Incorporated.

On consideration whereof, the Court doth further order, adjudge and decree that Robert W. Shultice be, and he is hereby appointed a Special Commissioner for the purpose of making sale of all of said property hereinabove mentioned; that the same shall be sold as a whole for cash at public auction, after due advertisement in some newspaper published in the County of Isle of Wight, Virginia, if any such there be, and if not, in some paper published in the City of Norfolk, Virginia. If any paper is published in the County of Isle of Wight, Va., said sale shall be made at the Court House of Isle of Wight County, after four weeks advertisement published once a week for four consecutive weeks in the County of Isle of Wight, Va., and if no paper is published in the County of Isle of Wight, Va., then such property shall be sold as a whole for cash at public auction by said

Commissioner at Isle of Wight Court House, ~~Isle of Wight County,~~
~~Va.~~, after having been advertised for ten days (Sundays except-
ed) in some newspaper published in the City of Norfolk, ~~Va.~~

Before advertising said property for sale, the said Spe-
cial Commissioner shall enter into bond before the Clerk of the
Circuit Court of Isle of Wight County, Va., with ^{surety} security deemed
satisfactory and sufficient by the Clerk of said Court, in the
sum of Five Thousand Dollars, conditioned according to law, said
advertisement, however, shall not be begun until ten days after
the adjournment of this term of this court, that time being al-
lowed for any party in interest to pay the debt hereby adjudged
to be due to the plaintiff, upon the payment of which, the plain-
tiff shall no longer have a lien or claim upon the property here-
inabove mentioned.

And it further appearing to the Court that there are
certain individual endorsers on the note hereinabove mentioned
and described, but that the plaintiff is not asking at this time
for a personal judgment against those endorsers, and does not
propose to ask for a personal judgment against them, unless the
property herein mentioned and described does not sell for enough
to pay the plaintiff's said debt, this cause is continued and
adjourned as to such individual endorsers, to-wit, Harry Cobean,
W.O. Bristow and W.G. Cobean, but is final and conclusive as to
the corporate defendant and as to all other defendants therein
named, except only the three parties immediately above mentioned.
In the event the property is not redeemed, but is sold by the
said Commissioner, he is hereby directed to make a report to
this Court at its next term, of his acts and doings as such

Special Commissioner, and of what monies he has received on account of such sale, if one is made by him.

The plaintiff is hereby awarded its costs against Franklin Coal and Ice Company, Incorporated, and the individual defendants as to whom this decree is final.

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

FRICK COMPANY, a corpora-
tion. COMPLAINANT.

VS

FRANKLIN COAL & ICE COMPANY
INCORPORATED. ET ALS.
RESPONDENTS.

DECREE.

1924
Apr. 1.
Entered
B. B. B.

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Attorney at Law.
Norfolk, Va.