

1933-083 Chancery Causes: Straus Company VS Linwood H. Livesay

594

Dale of Wight County

Other SURNAMES: Straus
Stephens, [Strauss + Company]
Strauss

Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—Greeting:

WE COMMAND YOU, That you summon Linwood H. Livesay.,.

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 April, 192³¹,
to answer a bill in chancery, exhibited against him
in our said Court by Chas. E. Straus Jr., & Allen C. Straus, pardners trading
under the firm and style as **3**he Straus Company.,

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this 17th
day of April, 192³¹, and in the 155th year of the
Commonwealth.

R. A. Edwards Clerk.

Summond
the 17th
of April
of time on
L. H. Livesay
in person

M. C. McWhorter
D.S.

the Straus & Company.,

vs. } CHANCERY NO. 594

L. H. Livesay,

ORIGINAL SUBPOENA

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

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

Teste:
.....Clerk

To Second April Rules

19 31

Johnson & Stephens., p. q.

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

Charles E. Straus, Jr., and
Allyn C. Straus, partners trading
as the Straus Company

v) Chancery. No. 594.

Linwood H. Livesay

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

Your complainants, humbly complaining, sheweth unto
your Honor the following cause, to-wit:

That they are a partnership operating and doing business under the name and style of The Straus Company, having their office and principal place of business in the City of Richmond, State of Virginia; and,

That on the 6th. day of June, 1930, your complainants entered into a certain contract of sale with the respondent, Linwood H. Livesay, wherein they sold to the said respondent the following chattel property, to-wit: 1 (only) Rebuilt A.S.F. Co., 11'0" Fountain, containing the following equipment and parts: 8 pumps; 2 draft arms; 1 C closet; 1-2 Whole Ice Cream; 1 Sink; and Drain; 1 Tumbler washer; 1 Spoon Vat; Tenn. Counter; and, 1 (only) Rebuilt Factory Carbonator; 1 (only) Back Bar 11'0" Mah: The above described counter is of Pink Tenn., Marble, with Tenn., Marble base and Top Trim, with Tenn., Top Slab, the counter having built up ends.

That the consideration expressed in the said contract is the sum of (\$838.40), Eight hundred, thirty eight dollars and forty cents, one hundred dollars of which was paid on the 1st. day of July, 1930, and the unpaid balance of seven hundred, thirty eight dollars and forty cents (\$738.40) is evidenced by twenty four certain promissory negotiable notes, twenty three of which said notes are for the principal sum of thirty dollars and seventy

six cents (\$30.76), payable on the first day of each month beginning on the first day of August, 1930, and ending on the 1st. day of June, 1932, and the twenty fourth note was of the principal sum of thirty dollars, and ninety two cents (\$30.92) and payable on the 1st. day of July, 1932. All of which said notes bearing interest from the 1st. day of July, 1930, the date on which they were executed, until paid.

That the unpaid purchase price evidenced by the above described promissory negotiable notes, was, and is, reserved by a reservation of title to the personal property aforesaid specifically retained in the said contract of sale, which said contract of sale, was recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight, State of Virginia, on the 26th. day of June, 1930, within five days of the delivery of the said personal property in Conditional Sales Book #8, at page 79, all of which will be made to appear from the original recorded contract, attached hereto, marked Exhibit "A", and prayed to be taken and read as a part of this bill;

That your complainants delivered to the said respondent the personal property described in the contract of sale but the said respondent, even though retaining the said personal property in his place of business in the Town of Smithfield, County of Isle of Wight, State of Virginia, has wholly and fully failed to comply with the terms of said contract of sale in that he has failed to pay the aforesaid notes, or anyone of them when they became due and payable and as a result of which he, the said respondent, is indebted unto your complainants in the full sum of seven hundred, thirty eight dollars and forty cents, (\$738.40), with interest thereon from the 1st. day of July, 1930, until paid and ten per cent. attorney fees;

That your complainants, in the contract aforesaid, specifically retained title to the said personal property to secure the payment of the unpaid balance of the purchase price, evidenced by

the notes aforesaid, and your complainant is advised that said lien so retained, is enforceable in a court of equity.

In consideration whereof, and forasmuch as your complainants are without remedy in the premises, save in a court of equity where matters of this kind are alone and property cognizable, they pray that the said Linwood H. Livesay be made a party defendant to this bill, and that he may be required to answer the same, though not under oath, answer under oath being hereby expressly waived; that proper process issue; that a decree may be entered for a sale of the said personal property in satisfaction of the indebtedness due thereon, together with interest, costs and attorney fee; that if there is an unpaid balance after sale of the said personal property that your complainants be decreed a personal judgment against the respondent; that all proper and necessary decrees be entered and inquiries directed; and, grant unto your complainants such other, further and general relief as the nature of their case may require or to equity may be meet.

And as in duty bound they will ever pray, etc.

Charles E. Straus, Jr., and Allyn
C. Straus, partners trading as
The Straus Company.

By: Johnson & Stephens
Counsel

Johnson & Stephens, p.q.

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

Charles E. Straus, Jr.,
and Alyn C. Straus, pr-
tners, trading as The Straus
Company

v) 594

Linwood H. Livesey

Bill of Complaint.

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
MARCH 6th 1933

Strauss & Co

vs. # 594

Livsie

IT APPEARING that this cause has been on the docket of this Court for more than two years, and that no order has within said period been entered herein, it is therefore ordered, pursuant to the provisions of Section 6172 of the Code of Virginia, as amended, the Clerk of this Court be directed to notify the parties to this cause, if known, or their counsel of record, at his or their last known address, in writing, at least fifteen days before the 25th day of April, 1933, so that on said day all parties named have an opportunity to be heard, and that, except for good cause to then be shown, this cause will be removed from the docket for failure to prosecute the same to a final decree.

Shaw & Co

vs # 594.

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Page 88

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viz:

1 (only) Rebuilt A.S.F. Co., 11'0" Fountain, containing the following equipment and parts: 8 pumps; 2 draft arms; 1 C closet; 1-2 Whole Ice Cream; 1 Sink; and Drain; 1 Tumbler washer; 1 Spoon Vat; Tenn. Counter; and, 1 (only) Rebuilt Factory Carbonator; 1 (only) Back Bar 11'0" Mah: The above described counter is of Pink Tenn., Marble, with Tenn., Marble base and Top Trim, with Tenn., Top Slab, the counter having built up ends; of the aggregate value of Seven Hundred and Fifty (\$750.00) Dollars, or thereabout: And having executed this order, you are directed to make return to the Circuit Court of the County aforesaid under your hand as the law directs.

Given under my hand as Clerk of the Circuit Court of the County of Isle of Wight, this the 23rd day of April, 1931, and in the one hundred and fifty-fifth year of the Commonwealth.

R. A. Edman Jr.
Clerk.

The Straws to

W. J. order of Eugene

L. H. Virley

a copy.

4/23/31

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT:

Charles E. Straus, Jr.,
and Allyn C. Straus, partners
trading as The Straus Company

Vs: Chancery #594

Linwood H. Livesay

To the Sheriff of the County of Isle of Wight, Greetings:

A. E. S. Stephens, Attorney for The Straus Company, having ~~xxxxxx~~ filed in the Circuit Court of Isle of Wight County, a bill in equity against one Linwood H. Livesay, for the recovery ~~and~~ subjecting to sale for the satisfaction of a lien for the purchase price of certain personal property hereinafter specifically mentioned, and the said A. E. S. Stephens, Attorney, having made affidavit before me, the undersigned, that he verily believed that he is entitled to recover the said property and that there is good reason to believe that the defendant, Linwood H. Livesay, is insolvent, so that any recovery against him for the alternate value of the property and for damages and cost will probably prove unavailing, and that the property for the recovery of which, as aforesaid, will be materially damaged, or injured by neglect, abuse or otherwise, if permitted to remain longer in the possession of such respondent, which said affidavit states the kind and quantity and value of the property sought to be recovered for the purpose of sale, and the said complainant having filed with the Clerk of this Court a bond with surety approved by said Clerk in the penalty of at least double the estimated value of the property claimed; therefore, we command you, the said Sheriff as aforesaid, in the name of the Commonwealth of Virginia to forth with take into your possession and deliver to the said Straus Company, or their attorney, the personal property herein described as follows:

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT:

Charles E. Straus, Jr.,
and Allyn C. Straus, partners
trading as The Straus Company

Vs: Chancery #594

Linwood H. Livesay

To the Sheriff of the County of Isle of Wight, Greetings:

A. E. S. Stephens, Attorney for The Straus Company, having ~~this day~~ filed in the Circuit Court of Isle of Wight County, a bill in equity against one Linwood H. Livesay, for the recovery ~~and~~ subjecting to sale for the satisfaction of a lien for the purchase price of certain personal property hereinafter specifically mentioned, and the said A. E. S. Stephens, Attorney, having made affidavit before me, the undersigned, that he verily believes that he is entitled to recover the said property and that there is good reason to believe that the defendant, Linwood H. Livesay, is insolvent, so that any recovery against him for the alternate value of the property and for damages and cost will probably prove unavailing, and that the property for the recovery of which, as aforesaid, will be materially damaged, or injured by neglect, abuse or otherwise, if permitted to remain longer in the possession of such respondent, which said affidavit states the kind and quantity and value of the property sought to be recovered for the purpose of sale, and the said complainant having filed with the Clerk of this Court a bond with surety approved by said Clerk in the penalty of at least double the estimated value of the property claimed; therefore, we command you, the said Sheriff as aforesaid, in the name of the Commonwealth of Virginia to forth with take into your possession and deliver to the said Straus Company, or their attorney, the personal property herein described as follows:

viz:

1 (only) Rebuilt A.S.F. Co., 11'0" Fountain, containing the following equipment and parts: 8 pumps; 2 draft arms; 1 C closet; 1-2 Whole Ice Cream; 1 Sink; and Drain; 1 Tumbler washer; 1 Spoon Vat; Tenn. Counter; and, 1 (only) Rebuilt Factory Carbonatpr; 1 (only) Back Bar 11'0" Mah: The above described counter is of Pink Tenn., Marble, with Tenn., Marble base and Top Trim, with Tenn., Top Slab, the counter having built up ends; of the aggregate value of Seven Hundred and Fifty (\$750.00) Dollars, or thereabout: And having executed this order, you are directed to make return to the Circuit Court of the County aforesaid under your hand as the law directs.

Given under my hand as Clerk of the Circuit Court of the County of Isle of Wight, this the 23rd day of April, 1931, and in the one hundred and fifty-fifth year of the Commonwealth.

R. A. Edwards
Clerk.

Executed the within described order of seizure this the 23rd day of April 1931 by serving a true copy of the same on Linwood H. Livesay in person and by having taken into my possession the articles as herein mentioned, in the county of Isle of Wight.

N. C. Hutchins

Sheriff

594

The Straits Company

Re: Order of Seizure

L. H. Livesay

Original

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

Charles E. Straus, Jr., and
Allyn C. Straus, partners
trading as The Straus Company

v) Chancery. No. 594.

Linwood H. Livesay

"Affidavit of Plaintiff's Attorney".

COMMONWEALTH OF VIRGINIA:

COUNTY OF ISLE OF WIGHT, TO-WIT:

This day in the Clerk's Office of the Circuit Court of the County of Isle of Wight, State of Virginia, in the County aforesaid, in the State of Virginia, A.E.S. Stephens, attorney for Charles E. Straus, Jr., and Allyn C. Straus, partners trading as The Straus Company, plaintiff herein, personally appeared before me, R. A. Edwards, Clerk of the said Court, and made oath that the kind, quantity and value of the property claimed by the complainants in this action, are: 1 (only) Rebuilt A.S.F. Co., 11'0" Fountain, containing the following equipment and parts: 8 pumps; 2 draft arms; 1 c Closet; 1-2 Whole ice cream; 1 sink; and drain; 1 tumbler washer; 1 Spoon vat; Tenn. Counter; and, 1 (only) Rebuilt Factory Carbonator; 1 (only) Back Bar 11'0" Mah; The above described counter is of Pink Tenn., Marble, with Tenn., Marble bar and Top Trim, with Tenn., Top Slab, the counter having built up ends, of the value of seven hundred and fifty dollars (\$750.00); that the affiant verily believes that the complainant is entitled to ~~subject it to a lien for the purchase price thereof~~ ~~recovery thereon~~; and, that there is good reason to believe that the respondent herein is insolvent, so that any recovery against him for the alternate value of the property, and for the damages and costs will probably prove unavailing; and,

2. That such property will be materially damaged or injured by neglect, abuse, or otherwise, if permitted to remain longer in the possession of such respondent.

R.E.S. Stephens
Attorney for Charles E. Straus,
Jr., and Allyn C. Straus, par-
tners trading as The Straus Com-
pany.

Subscribed and sworn to before me this the 18th. day of April, 1931, in testimony whereof I have hereunto set my hand the day,

month and year aforesaid.

R. G. Egan
Clerk of the Circuit Court of
the County of Isle of Wight,
State of Virginia

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

Charles E. Straus, Jr., and
Allyn C. Straus, partners
trading as The Straus Company

v) Chancery. No. ____.

Lindood H. Livesey

Affidavit

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
APRIL 26TH 1933.

Strauss & Co.

vs: #594

Livia

. It appearing, pursuant to a decree entered herein
on the 6th day of March, 1933, that the parties, or their Counsel,
have been notified by the Clerk of this Court of the terms of
said decree, and no good cause having been shown, it is ordered
that this cause be removed from the docket, with leave to rein-
state the same as provided in Section 6172 of the Code as
Amended.

Strauss Co.

vs { #594 ✓

Sivan

March TERM 19 33. Filed

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

Charles E. Straus, Jr., and
Allyn C. Straus, partners
trading as The Straus Company

v) Chancery. No. 594.

Linwood H. Livesay.

To R. A. Edwards, Clerk of the Circuit Court of the County of
Isle of Wight, State of Virginia:

You will please issue process for the respondent to
answer a bill in Chancery to be exhibited against him by the
complainant at the Rules to be holden in your Court, on the
third Monday in April, 1931.

The respondent is a resident of the Town of Smith-
field, County of Isle of Wight.

Johnson Stephens

Note: Check for \$7.50 to cover deposit.

VIRGINIA: IN THE CIRCUIT
COURT OF THE COUNTY OF LEE
OF 1917.

Charles E. Straus, Jr., and
Allyn C. Straus, partners
trading as The Straus Com-
pany.

v) Chancery No. 594

Linwood B. Livesey

Memorandum

Dup. 750

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

CONTRACT OF SALE

M LINWOOD H. LIVESAY

SMITHFIELD

VIRGINIA

Dated JUNE 6th, 1930

ITEMS:-

\$838 40

WITH

THE STRAUS COMPANY

THE LARGEST EQUIPMENT AND
FIXTURE HOUSE IN THE SOUTH

RICHMOND,

VIRGINIA

STATE OF VIRGINIA
CITY OF RICHMOND.

Sold to: Linwood Livesay, Smithfield, Virginia, Contract dated June 6th. 1930, in the amount of \$838 40, and duly recorded in the office of the Clerk of Court for Isle of Wight County, Isle of Wight, Virginia, on June 26th. 1930.

Amount of contract \$838 40

Cash paid 100 00

\$738 40

Divided into the following notes:-

Note due Aug-1-30 \$30 76
Note due Sep-1-30 30 76
Note due Oct-1-30 30 76
Note due Nov-1-30 30 76
Note due Dec-1-30 30 76
Note due Jan-1-31 30 76
Note due Feb-1-31 30 76
Note due Mar-1-31 30 76
Note due Apr-1-31 30 76
Note due May-1-31 30 76
Note due Jun-1-31 30 76
Note due Jul-1-31 30 76
Note due Aug-1-31 30 76
Note due Sep-1-31 30 76
Note due Oct-1-31 30 76
Note due Nov-1-31 30 76
Note due Dec-1-31 30 76
Note due Jan-1-32 30 76
Note due Feb-1-32 30 76
Note due Mar-1-32 30 76
Note due Apr-1-32 30 76
Note due May-1-32 30 76
Note due Jun-1-32 30 76
Note due Jul-1-32 30 92

Interest from Jun-27-1930.

\$738 40

Personally appeared before me, G. B. Ingraham, who being duly sworn says that the above account against Linwood H. Livesay, Smithfield, Va., is just and correct. That no part of said sum has been paid and there is now due and owing the sum of \$738 40 plus interest from June-27-1930 until paid. There are no deductions or offsets of any kind except as are herein specified and credited. All of which is sworn to best of affiant's knowledge and belief.

SWORN TO AND SUBSCRIBED THIS
the 16th. day of April 1930.

A. M. Litscombe
NOTARY PUBLIC FOR VIRGINIA

My Commission Expires June 5th 1933

City June 6th-Smithfield State VA

THE STRAUS COMPANY,
RICHMOND, VIRGINIA

Date June 6th 1930

Please ship to the undersigned mentioned below at the address designated herein the following personal property, subject to the hereinafter mentioned conditions, which conditions are hereby agreed to.

Ship to Linwood H. Livesay
Street Main St City Smithfield State VA

In consideration whereof the undersigned purchaser agrees to pay

THE STRAUS COMPANY

the sum of \$ 838.40 in the following manner: \$ 100.00 in cash with this order and \$ XX XX X upon tender of bill of lading for said property, (to-wit: the 1st day of July 1930) and the residue in 24 monthly installments from said date as follows:

\$30.76 on Aug 1st 1930,	\$30.76 on Feb 1st 1931,	\$30.76 on Aug 1st 1931,	\$30.92 Jul 1st 1932
\$30.76 on Sep 1st 1930,	\$30.76 on Mar 1st 1931,	\$30.76 on Sep 1st 1931,	
\$30.76 on Oct 1st 1930,	\$30.76 on Apr 1st 1931,	\$30.76 on Oct 1st 1931,	
\$30.76 on Nov 1st 1930,	\$30.76 on May 1st 1931,	\$30.76 on Nov 1st 1931,	
\$30.76 on Dec 1st 1930,	\$30.76 on Jun 1st 1931,	\$30.76 on Dec 1st 1931,	
\$30.76 on Jan 1st 1931,	\$30.76 on Jul 1st 1931,	\$30.76 on Jan 1st 1932,	
\$30.76 on Feb 1st 1932,	\$30.76 on Mar 1st 1932,	\$30.76 on Apr 1st 1932,	

and the undersigned purchaser agrees to execute notes in the form adopted and used by The STRAUS COMPANY, for such deferred payments, dated and payable as aforesaid, bearing interest at the rate of 6 per centum per annum from date of maturity until paid.

It is agreed that the title to the aforesaid property shall remain in The STRAUS COMPANY until the entire purchase money, all notes for the same or any renewals or extensions thereof, judgments thereon, shall be paid in full. In case of default in any payment or in any other condition by the undersigned purchaser, The STRAUS COMPANY is hereby authorized to immediately take possession of said property, without legal process and with full power of sale according to law without notice to the undersigned; and it is further agreed that if default is made in the payment of any of said notes that all notes remaining unpaid at the date of such default, shall, at the election of The STRAUS COMPANY, become due and payable.

It is agreed that said merchandise shall be considered as personal property and at no time as a fixture, or as a part of, or as an appurtenance to any building or real estate, even though attached thereto, and The STRAUS COMPANY may remove such merchandise either before or after installation, if the undersigned purchaser shall fail to carry out any of the provisions of this agreement.

The STRAUS COMPANY shall not be liable for delay in delivering, or for failure to deliver any such merchandise, occasioned in whole or in part by strikes, fires, accidents, delays in transportation, delays in procuring, or inability to procure material or supplies, or for any cause whatever beyond The STRAUS COMPANY'S control; nor shall The STRAUS COMPANY be liable for a consequential damage. It is mutually agreed that the receipt of the merchandise by the undersigned purchaser when delivered shall constitute a complete waiver of any and all claims for delay.

It is agreed that the non-receipt of minor articles not necessary to the operation of the within property due to reasonable delays shall not constitute a legal ground for failure to pay any installment of the purchase price when the same becomes due.

It is further agreed that this order is not subject to cancellation, but should the undersigned purchaser not accept delivery of the personal property herein described, and fail to pay the arrival payment or fail to execute the notes for the deferred payments, or both, the undersigned purchaser hereby relinquishes all rights in and claims to payments previously made, and that The STRAUS COMPANY may at its option apply such payments to the loss they have sustained as a result of such cancellation. The word "loss" is intended to include profits on this purchase.

It is agreed that all items are to be shipped F. O. B. shipping point, and that The STRAUS COMPANY is not to pay any expenses of any kind in connection with the transportation, storage, drayage, or installing any part or all of the property herein purchased, unless hereinafter provided for.

It is agreed that no plumbing or electrical work is to be done by The STRAUS COMPANY.

All previous communications, whether verbal or written, with reference to the subject purchase are hereby abrogated, and this contract, as accepted and approved shall constitute the entire agreement between the undersigned purchaser and **The STRAUS COMPANY** and no change in, or modification of, this contract shall be binding upon **The STRAUS COMPANY** unless such change or modification shall be in writing and approved by **The STRAUS COMPANY**, and either attached to, or endorsed on this agreement.

It is agreed that all conditions and agreements between the parties are stated and contained in this contract, and that no credits are to be made for anything not herein specified.

It is agreed that the personal property above referred to consists of the following articles:

- 1 only Rebuilt A S F Co 11' 0" Fountain
containing the following equipment and parts.-
8 pumps 2 Draft arms
1 C Closet 1 - 2 whole Ice Cream
1 Sink and Drain
1 Tumbler Washer
1 Spoon Vat
Tenn. Counter

- 1 only Rebuilt Factory Carbonator
1 only Back Bar 11' 0" mah.

The above counter is of Pink Tenn. Marble, with Tenn Marble Base and Dp Trim,
with Tenn Top Slab, the counter having built up ends.

Interior of fountain is arranged for placing Frigidaire Ice Cream Cabinet,
37½ inches long.

It is agreed that this order is subject to the approval and acceptance of **The STRAUS COMPANY** and notice of such approval and acceptance is hereby waived, and it is expressly understood that the witnessing and proving of this order by a salesman shall not be construed as an acceptance of the same by **The STRAUS COMPANY**.

The undersigned purchaser hereby appoints **The STRAUS COMPANY** as agent with full power to insert in this contract the date on which tender of bill of lading for said property is made, and hereby ratifies and confirms the date so inserted as the true date of tender of such bill of lading and to be the correct date that the notes are to be dated.

(Signature of
Purchaser) Linwood H. Livers (Seal)

Street City State

Witness Allyle Straus

Street City State

The above order is hereby accepted and approved as a contract this 17 day of

June, 1920

By Chas E. B. and
The STRAUS COMPANY,

Witness J. G. Dennis

Street City Richmond State Va

CONTRACT NO. 267

STATE OF.....

CITY OF.....

Personally appeared before me.....and made
oath that he saw the within named.....
by.....sign, seal, and
as its act and deed deliver the within contract for the uses and purposes herein mentioned and that
he witnessed the due execution thereof.

Sworn to before me, this.....day of....., 19.....

.....
Notary Public.

My commission expires.....

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT
June 26" 1930
Docketed @ 12:30
Testa R.A. Edwards, Clerk
Per: E.W. Wilkey Jr.
8-79

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

Charles E. Straus, Jr., and
Allyn C. Straus, partners
trading as the Straus Company

v) Chancery. No. 594.

Bond by Plaintiff

Linwood H. Livesay

KNOW ALL MEN BY THESE PRESENTS, that we, Charles E. Straus, Jr., and Allyn C. Straus, partners trading as the Straus Company, and Chas. E. Straus, Jr. personally, are held and firmly bound unto Linwood H. Livesay in the just and full sum of fifteen hundred dollars, to be paid to the said Linwood H. Livesay, to which we bind ourselves and our heirs, executors and administrators, jointly and severally, and we, hereby, waive the benefit of our Homestead Exemption, as to this obligation.

Sealed with our seals and dated this the 20th. day of April, 1921.

The conditions of the above obligation is such that whereas a suit in Chancery is now pending in the Circuit Court of the County of Isle of Wight, wherein Charles E. Straus, Jr., and Allyn C. Straus, partners trading as The Straus Company, are the complainants, and Linwood H. Livesay, is the respondent; and whereas it is made to appear by the affidavit of A. E. S. Stephens, attorney for the complainant, that there is good reason to believe that the said defendant is insolvent, so that recovery against him for the alternate value of the said property and for damages and costs will probably prove unavailing; and, that such property will be materially damaged and injured by neglect, abuse, or otherwise, if permitted to remain longer in possession of said defendant; and whereas it is also stated in said affidavit that property claimed by the said complainants in the said action is 1 (only) Rebuilt A.S.F. Co., 11'0" Fountain, containing the following equipment and parts: 8 pumps; 2 draft arms; 1 C Closet; 1-2 whole ice cream; 1 sink; and drain; 1 tumbler washer; 1 Spoon vat;

Tenn Counter; and 1 (only) Rebuilt Factory Carbonator; 1 (only) Back Bar 11'0" Mah; The above described counter is of Pink Tenn., Marble, with Tenn., Marble Bar and Top Trim, with Tenn., Top Slab, the counter having built up ends, of the value of seven hundred and fifty dollars; and that the said affiant verily believes the complainants are entitled to subject it to a lien for the purchase price; and, whereas, the said complainants desire that the Clerk of aforesaid Court, shall issue an order directed to the Sheriff of the said County of Isle of Wight, commanding him to seize the property mentioned in said affidavit and deliver the same to the said complainants; and, whereas, it is required that a bond shall be executed with sufficient surety in the sum above named payable to the respondent, with condition to redeliver the property so seized to the said Linwood H. Livesay, or to the person from whose possession it was taken, if the right to the possession shall be adjudged against the said The Straus Company, partners trading, etc., and to pay all cost which may be awarded against the complainants in said action, and all damages which may accrue to the respondent, or any other person by reason of the seizure of the said property under said order; and, whereas, the said The Straus Company has tendered the said Chas. E. Straus, Jr., as their surety in such bond as the law requires:

NOW, THEREFORE, if the said obligors, or either of them, shall redeliver the property so seized to the said Linwood H. Livesay, or to the person from whose possession it was taken, if the right to the possession shall be adjudged against the said The Straus Company, and shall pay all costs which may be awarded against the complainants, in said action, and all damages which may accrue to the respondent, or any other person by the reason of the seizure of said property under said order, then the above bond to be void, otherwise to remain in full force and virtue.

Charles E. Straus, Jr., and Allyn C. Straus,
partners trading as The Straus Company.

The Straus Co.
By Chas. E. Straus (SEAL)
Member of Firm
Chas. E. Straus (SEAL)

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

Charles E. Straus, Jr., and
Allyn C. Straus, partners
trading as The Straus Company

v) Emergency. No. _____.

Linwood H. Livesey

Bond By Plaintiff

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

April 18, 1931

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

Dear Gus: In re: The Straus Company
 vs: L. H. Livesay

Enclosed, herein, is the bill of complaint and affidavit made by myself as attorney for the complainants. I have drafted a bond and forwarded it to Richmond for execution by the complainants and as soon as it is returned to me, properly executed I will forward same to you upon receipt of which I would thank you to enter an order for the seizure of the personal property involved in this suit by the Sheriff. Your authority for such an order is found in Sections 5191 and 5797 of the Code of 1930.

Very truly yours,

A. E. S. Stephens
m

s/m
enc