

Executed by Posting a copy of the within
Notice at the Court House the County Court House
and by Advertising in the News Record this the 11 day of
June 1921 W.L. Dillard SR.

June 11 - 1921

150

Commencement
vs.
E. F. Cookley

Therefore the said C.F. Cookley and all other persons concerned
interest and notified to appear before the Circuit Court of Rockingham
County on the 22nd day of June, 1921, being the third day of the June term
of Court to show cause, if any they can, why the prayer of the said Informa-
tion for the condemnation and sale of said automobile should not be granted
and said property sold and the proceeds disposed of according to law.
Witness J.F. Blackburn, Clerk of the Circuit Court of Rockingham County
at the Court House thereof on the 25th day of June, 1921, and in the 12th
year of the Commonwealth.

J.F. Blackburn
Clerk

VIRGINIA,

ROCKINGHAM COUNTY, to-wit:

Virginia, Rockingham County,
to-wit:
Whereas D. W. Earman, Commonwealth's Attorney for Rockingham County, has filed in the Clerk's Office of said County an information against a certain five passenger Hudson Automobile, Engine, No 15,502, license No. 50,823, speedster Model, said automobile at the time of seizure

being occupied by C. F. Coakley and there being in said automobile at the time of seizure about one quart of moonshine liquor and whereas said information alleges that the said automobile is forfeited to the Commonwealth and prays that said automobile be condemned and sold and the proceeds disposed of according to law:

Therefore the said C. F. Coakley and all other persons concerned in interest are notified to appear before the Circuit Court of Rockingham County on the 22nd day of June

being the third day of the June term of Court, to show cause, if any they can, why the prayer of the said information for the condemnation and sale of said automobile should not be granted and said property sold and the proceeds disposed of according to law.

Witness J. F. Blackburn, Clerk of the Circuit Court of Rockingham County at the Court House thereof on the 9th day of June, 1921 and in the 145th year of the Commonwealth.
J. F. Blackburn, Clerk.
Itc.

Executive of Rockingham County
Whereas D. W. Earman, Commonwealth's Attorney for Rockingham County, has filed in the Clerk's Office of said County an information against a certain five passenger Hudson Automobile, Engine # 15,502, license #50,823, speedster Model, said automobile at the time of seizure being occupied by C. F. Coakley and there being in said automobile at the seizure about one quart of moonshine liquor and whereas said information alleges that the said automobile is forfeited to the Commonwealth and prays that said automobile be condemned and sold and the proceeds disposed of according to law:

Therefore the said C. F. Coakley and all other persons concerned in interest are notified to appear before the Circuit Court of Rockingham County on the 22nd day of June, 1921, being the third day of the June term of Court, to show cause, if any they can, why the prayer of the said information for the condemnation and sale of said automobile should not be granted and said property sold and the proceeds disposed of according to law.

Witness J. F. Blackburn, Clerk of the Circuit Court of Rockingham County at the Court House thereof on the 9th day of June, 1921, and in the 145th year of the Commonwealth.

J. F. Blackburn Clerk.
Itc

TO HONORABLE T. M. HARRIS, JUDGE OF THE CIRCUIT COURT OF
ROCKINGHAM COUNTY, VIRGINIA:

I, D. W. Eisman, Commonwealth's Attorney of
the County aforesaid, respectfully represent unto your

honor:

That on the 22nd day of April, 1921, Robert G.
Morrison, the policeman of the City of Harrisonburg in
the County aforesaid did seize in said city a five-passenger
Hudson speedster, Model 1018, carrying a
Virginia license tag No. 50823, with engine number 15602.
G. W. Gaskley, who had in his possession at the time in
said automobile some amount of moonshine liquor.
That, under Section 57 of the prohibition act

D. W. E.

Information

E. F. Gaskley - Hudson car

as amended by Acts of General Assembly, 1920, the said
automobile is forfeited to the Commonwealth.
That your informant prays that the said automo-
bile be condemned and sold and the proceeds be disposed
of according to law, and that all persons concerned in
interest be cited to appear and show cause why the said
property should not be condemned and sold to enforce the
forfeiture.

[Signature]
Commonwealth's Attorney

Subscribed and sworn to before
me this 7th day of June, 1921.

[Signature] N.P.

TO HONORABLE T. N. HASS, JUDGE OF THE CIRCUIT COURT OF
ROCKINGHAM COUNTY, VIRGINIA:

I, D. W. Earman, Commonwealth's Attorney of
the County aforesaid, respectfully represent unto your
honor:

That on the 22nd day of April, 1921, Robert C.
Morrison, ^athe policeman of the City of Harrisonburg in
the County aforesaid did seize in said city a ^{seven} ~~five~~-passeng-
er Hudson ^{automobile} speedster, Model 1818, carrying a
Virginia license tag No. 50823, with engine number 15502,
said automobile at the time of seizure being occupied by
C. F. Coakley, who had in his possession at the time in
said automobile about a quart of moonshine liquor.

That, under Section 57 of the prohibition act,
as amended by Acts of General Assembly, 1920, the said
automobile is forfeited to the Commonwealth.

That your informant prays that the said automo-
bile be condemned and sold and the proceeds be disposed
of according to law, and that all persons concerned in
interest be cited to appear and show cause why the said
property should not be condemned and sold to enforce the
forfeiture.

D. W. Earman
Commonwealth's Attorney

Subscribed and sworn to before
me this 7th day of June, 1921.

Pauline Moulbray N.P.

VS) On an information by the Attorney for the Commonwealth.
A CERTAIN HUDSON AUTOMOBILE - Engine #15502.

This day came again the attorney for the Commonwealth, and
the Harrisonburg Motor Co., Inc., a corporation, whose answer to

said information was filed at a former day, claiming an interest
in the said automobile, same likewise by counsel; and, thereupon,
it appearing that notice of said information by the attorney for
the Commonwealth was given as required by law and a jury being
sworn by the parties, the Court proceeded to hear and determine
the case without a jury, and having heard the evidence and being
of opinion that the said automobile was the property of one G. F.
Cockley, and was being used by him in the unlawful transportation
of ardent spirits at the time of its seizure by Robert G. Morrison,
a policeman of the City of Harrisonburg, as averred in the

information, and that the same was and remains subject to forfeit-
ure to the Commonwealth under the provisions of the Statute for
such cases made and provided, subject however, to a lien in favor
of the said Harrisonburg Motor Co., Inc., a corporation, for the
sum of Two Hundred and Twenty-five Dollars (\$225.00), with
interest thereon from March 25th, 1921 until paid, being the
balance of purchase money due on the said automobile, it is
considered and ordered by the Court that the said automobile be
condemned and forfeited to the Commonwealth of Virginia and that
the same be sold by the officer of this Court for cash after due
advertisement, and the proceeds of sale the officer shall apply
in discharge of the purchase money due the said Harrisonburg Motor
Co., Inc. as aforesaid after paying the expenses attending the
sale, and the residue he shall pay to the clerk of this Court for
the use of the Commonwealth, and the officer shall make report
to the Court of his proceedings and of his receipts and disburse-
ments under this Order. It is further considered by the Court that
the Commonwealth recover of the said G. F. Cockley the costs in
this behalf expended.

Commonwealth
vs.
Hudson Automobile

Handwritten notes:
Dated 1/11/22
S. J. [unclear]
[unclear]

COMMONWEALTH

VS) On an information by the Attorney for the Commonwealth.
A CERTAIN HUDSON AUTOMOBILE - Engine #15502.

This day came again the attorney for the Commonwealth, and, the Harrisonburg Motor Co. Inc., a corporation, whose answer to said information was filed at a former day, claiming an interest in the said automobile, came likewise, by counsel; and, thereupon, it appearing that notice of said information by the attorney for the Commonwealth was given as required by law and a jury being waived by the parties, the Court proceeded to hear and determine the case without a jury, and having heard the evidence and being of opinion that the said automobile was the property of one C. F. Coakley, and was being used by him in the unlawful transportation of ardent spirits at the time of its seizure by Robert G. Morrison, a policeman of the City of Harrisonburg, as averred in the information, and that the same was and remains subject to forfeiture to the Commonwealth under the provisions of the Statute for such cases made and provided, subject however, to a lien in favor of the said Harrisonburg Motor Co. Inc., a corporation, for the sum of Two Hundred and Twenty-five Dollars (\$225.00), with interest thereon from March 26th, 1921 until paid, being the balance of purchase money due on the said automobile, it is considered and ordered by the Court that the said automobile be condemned and forfeited to the Commonwealth of Virginia and that the same be sold by the officer of this Court for cash after due advertisement, and the proceeds of sale the officer shall apply in discharge of the purchase money due the said Harrisonburg Motor Co. Inc. as aforesaid after paying ^{the costs of this proceeding, including} the expenses attending the sale, ^{of said property,} and the residue he shall pay to the clerk of this Court for the use of the Commonwealth, and the officer shall make report to the Court of his proceedings and of his receipts and disbursements under this Order. ~~It is further considered by the Court that the Commonwealth recover of the said C. F. Coakley the costs in this behalf expended.~~

Attorney answered

100

admitted 10/20/21

Upon an information filed by the Attorney for the Common-
wealth against one five passenger Hudson automobile, license
tag number 5823, engine number 15502.
This day came the Harrisonburg Motor Company, Incorporated,

a corporation, by counsel, and asked leave to be made a party
defendant to the above proceedings, and to file answer thereto,
whereupon the said corporation is made a party defendant to
these proceedings, and its answer is this day filed.

upon information

Hudson Automobile

Engine # 15502

C. F. Case Esq

Wm. F. King
Attorney at Law
Harrisonburg, Virginia

Costs —

7 M. P.

6/28/21

C. F. Case

Upon an information filed by the Attorney for the Commonwealth against one five passenger Hudson automobile, license tag number 5823, engine number 15502.

This day came the Harrisonburg Motor Company, Incorporated, a corporation, by counsel, and asked leave to be made a party defendant to the above proceedings, and to file answer thereto, whereupon the said corporation is made a party defendant to these proceedings, and its answer is this day filed.

Harrisonburg Motor Co.

5823 #15502

Filed on 7-9

*Harrisonburg Motor Co.
Hudson automobile
tag 5823
engine 15502*

Answer

7/11/21

1/20/21

2021

MEMORANDUM OF CONDITIONAL SALE AGREEMENT

THIS AGREEMENT made this 18th day of March 1931 between HARRISONBURG MOTOR CO. of Harrisonburg, Va., hereinafter called "Vendor," and

WITNESSETH:

That said Vendor has this day sold to said Vendor (a) One Buick 5-Door Sedan

1931 Buick 5-Door Sedan Motor #12503

MEMORANDUM OF CONDITIONAL SALE AGREEMENT

Harrisonburg Motor Co., Vendor

Claude Coakley Vendee

STATE OF VIRGINIA, To-wit:
COUNTY OF Rockingham

I hereby certify that the within instrument was docketed in Book 41 on Page 238 of the records of this Court at 9 o'clock, A.M., this 29 day of March, 1931.

J. H. Blackburn
Clerk of the Circuit Court
of said Rockingham Co

Adjuster will sign and docket this instrument at once.

(1) When used in states where certified notaries are not required, the signature of the witness who can write his name here.
(2) If Vendor signs his name here, witness who can write his name here.
(3) Give the exact number of notes described above.
(4) State correct description of things sold.
(5) Give correct description of things sold.
SEE THIS FORM IN ALL STATES OF ALABAMA AND ALASKA
NOTICE TO VENDORS:
(6) Vendor (b)
(7) Adjuster (c)
Vendor Harrisonburg Motor Co. (2c)

MEMORANDUM OF CONDITIONAL SALE AGREEMENT

THIS AGREEMENT, Made this 26th day of March, 19 21

between HARRISONBURG MOTOR CO., of Harrisonburg, Va., hereinafter called "Vendor," and Claude Coakley of Rockingham County, Virginia, hereinafter called "Vendee,"

WITNESSETH:

That said Vendor has this day sold to said Vendee (a) One Hudson 7-passenger automobile, 1918 Model, Frame #11055, Motor #15502.

upon the purchase price of which there is unpaid (b) \$ 225.00, which said Vendee has agreed to pay as follows, to-wit:

- \$ 225.00 on or about the 26 th day of April, 19 21
\$ on or about the day of 19
\$ on or about the day of 19
\$ on or about the day of 19
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\$ on or about the day of 19
\$ on or about the day of 19
\$ on or about the day of 19
\$ on or about the day of 19
\$ on or about the day of 19
\$ on or about the day of 19
\$ on or about the day of 19
and \$ on or about the day of 19

according to the tenor and effect of (c) one certain promissory notes, this day executed by Vendee; and in consideration of the premises it is agreed by said Vendor that the title to said chattels shall remain in said Vendor and not pass to said Vendee until the whole of said purchase price is paid in money. Vendee further agrees that upon failure of Vendee to pay any one of said notes, or any renewal thereof, when the same becomes due, or if said chattels are levied upon or claimed by any other creditor of Vendee, Vendor may take possession of the same, wherever found, without legal process, and sell the same at public or private sale, as Vendor may elect, pay the expenses of seizure, removal, storage and sale, and apply the net balance of proceeds thereof on the payment of said purchase price, and Vendee hereby agrees to pay any balance which remains unpaid after applying such net proceeds.

WITNESS the Signatures and Seals of the parties.

Signed and sealed in the presence of Vendor HARRISONBURUG MOTOR CO. [Seal]

(f) At request of Vendee, I witness his mark By J. D. Harrison Adjusting Agent

(e) Vendee (d) C. F. Coakley [Seal]

NOTICE TO AGENTS:

USE THIS FORM IN ALL SALES OF AUTOMOBILES AND TRUCKS

- (a) Give correct description of things sold.
(b) State exact amount of unpaid purchase price.
(c) Give the exact number of notes described above.
(d) Have Vendee sign here, after all blanks are filled and before goods are delivered, the same business name signed to the notes.
(e) If Vendee signs by mark have witness who can write his name here.
(f) When used in states where contract requires witness, have Vendee's signature witnessed here.

Commonwealth under said proceeding by information.
 Wherefore respondent prays that an order may be entered
 in this proceeding establishing the said lien of respondent as
 superior to any right of forfeiture in the Commonwealth as to
 said Hudson automobile, and that the said automobile may be
 released to respondent as a lienor of the same, ignorant of the
 illegal use to which the same was put, and who had not expressly
 or impliedly connived or consented to such illegal use thereof,
 or that the equity of the said C. F. Cookley alone be affected
 by these proceedings, and that any sale, if any made, of said
 automobile herein, be made subject to the lien thereon of
 respondent, or respondent be otherwise fully protected in its
 lien. May your respondent have such other further and general
 relief as the nature of the case and respondent's right may
 require.

[Handwritten signature]
 By *[Handwritten signature]*

State of Virginia,

City of Harrisonburg, To-wit:

This day personally appeared before me, Paul R. [Signature]
[Signature], a Notary Public in and for my City aforesaid,
 in the State of Virginia, [Signature]
 and made oath before me in my City aforesaid that he is the
 respondent in the above petition and that he is cognizant of
 the facts above stated, and he believes the statements set forth
 in the above petition are true.
 Given under my hand this 10th day of June, 1921.

Paul R. [Signature]
 N.P.
 [Handwritten signature]

Commonwealth under said proceeding by information.

Wherefore respondent prays that an order may be entered in this proceeding establishing the said lien of respondent as superior to any right of forfeiture in the Commonwealth as to said Hudson automobile, and that the said automobile may be released to respondent as a lienor of the same, ignorant of the illegal use to which the same was put, and who had not expressly or impliedly connived or consented to such illegal use thereof, or that the equity of the said C. F. Coakley alone be affected by these proceedings, and that any sale, if any made, of said automobile herein, be made subject to the lien thereon of respondent, or respondent be otherwise fully protected in its lien. May your respondent have such other further and general relief as the nature of the case and respondent's right may require.

Harrisonburg Motor Sales
By N. D. Hawkins Jr.
Clerk

State of Virginia,

City of Harrisonburg, To-wit:

This day personally appeared before me, Ruth R. Underwood, a Notary Public in and for my City aforesaid, in the State of Virginia, N. D. Hawkins Jr., and made oath before me in my City aforesaid that he is ^{the Treasurer and duly authorized agent of} the respondent in the above petition and that he is cognizant of the facts above stated, and he believes the statements set forth in the above petition are true.

Given under my hand this 16th day of June, 1921.

Ruth R. Underwood
N.P.
Commissioned as
Ruth R. Underwood

That it is further provided under said conditional sale agreement that upon failure of vendee to pay said note, or any renewal thereof when the same becomes due, or if said chattel is levied upon or claimed by any other creditor or vendee, respondent, the vendor, may take possession of the same wherever found, without legal process, and sell the same at public or private sale, as vendor may elect, pay the expense of seizure, removal, storage and sale, and apply the net balance of proceeds thereof on the payment of said purchase price, the vendee agreeing to pay any balance which remains unpaid after applying said net proceeds. Said conditional sale agreement, or a memorandum thereof, was duly docketed in the clerk's office of Rockingham County, Virginia at nine o'clock A. M. on the 29th day of March, 1921, in Reservation of Title to Personal Property Book #4 on page 238. Said memorandum of conditional sale agreement is exhibited herewith as a part hereof.

Respondent further avers that it was ignorant of the use of said automobile in violation of the provisions of the Prohibition Act of the State of Virginia, or of any illegal use to which the said automobile was put, and that such illegal use was without respondent's connivance or consent, expressed or implied.

Respondent is advised, and so alleges that by reason of said conditional sale agreement and the due reservation thereof,

respondent became, and continues to be the holder of a valid subsisting lien upon said automobile, superior to the claims of all persons whatsoever, and that by reason of the provisions of Section 57 of an act entitled an Act to Define Ardent Spirits, and to prohibit the manufacture, use, sale, offering for sale, transportation, keeping for sale and giving away of ardent spirits, &c., being Chapter 388 of the Acts of the General Assembly of the State of Virginia, 1918, as amended by an act approved March 19th, 1920, respondent is entitled to be relieved from the provision for the forfeiture of said automobile to the

That it is further provided under said conditional sale agreement that upon failure of vendee to pay said note, or any renewal thereof when the same becomes due, or if said chattel is levied upon or claimed by any other creditor or vendee, respondent, the vendor, may take possession of the same wherever found, without legal process, and sell the same at public or private sale, as vendor may elect, pay the expense of seizure, removal, storage and sale, and apply the net balance of proceeds thereof on the payment of said purchase price, the vendee agreeing to pay any balance which remains unpaid after applying said net proceeds.

Said conditional sale agreement, or a memorandum thereof, was duly docketed in the clerk's office of Rockingham County, Virginia at nine o'clock A. M. on the 29th day of March, 1921, in Reservation of Title to Personal Property Book #4 on page 238. Said memorandum of conditional sale agreement is exhibited herewith as a part hereof.

Respondent further avers that it was ignorant of the use of said automobile in violation of the provisions of the Prohibition Act of the State of Virginia, or of any illegal use to which the said automobile was put, and that such illegal use was without respondent's connivance or consent, expressed or implied.

Respondent is advised, and so alleges that by reason of said conditional sale agreement and the due recordation thereof, respondent became, and continues to be the holder of a valid subsisting lien upon said automobile, superior to the claims of all persons whatsoever, and that by reason of the provisions of Section 57 of an act entitled an Act to Define Ardent Spirits, and to prohibit the manufacture, use, sale, offering for sale, transportation, keeping for sale and giving away of ardent spirits, &c., being Chapter 388 of the Acts of the General Assembly of the State of Virginia, 1918, as amended by an act approved March 19th, 1920, respondent is entitled to be relieved from the provision for the forfeiture of said automobile to the

remains subject to respondent.
said note and provided for under said conditional sale agreement
interest at 6% from date. That the entire amount evidenced by
saying the benefit of the nonpayment exemption, which note was
National Bank of Harrisonville at Harrisonville, Virginia, and
said agreement, and the said date after date of the first
and is evidenced by a negotiable note of even date with said
which said sum yet remains subject to said contract to respondent,
remaining subject as recited in said agreement, was \$222.00.
Purchase price was paid. That the amount of the purchase price
was to the said C. E. Cookley, lender, until the more of the
said automobile should remain in respondent as lender, and not
until the lender, C. E. Cookley, agreed that the title to the
vehicle was to be under the terms of said conditional sale agree-
ment recited in said information as 1920s, and the frame number
containing model, the number of the engine of said car being collect-
passenger Hudson speedster model, but in fact a seven passenger
said information, and therein erroneously described as a five
and sale to him of the Hudson automobile which is the subject of
entered into a contract with one C. E. Cookley for the condition-
tion duly incorporated under the laws of the State of Virginia,

That on the 25th day of March, 1931, respondent, a corpor-
ation:
to be made a party defendant thereto, and as such, answering,
is the subject of the above information, appears and asks leave
respondent as a person interested in the automobile which
Rockingham County, Virginia:

To the Hon. J. M. Hays, Judge of the Circuit Court of
engine number 12203.
against one five passenger Hudson automobile, license tag #2822,
upon an information filed by the attorney for the Commonwealth
in the Circuit Court of Rockingham County, Virginia.

IN The Circuit Court of Rockingham County, Virginia.

Upon an information filed by the attorney for the Commonwealth against one five passenger Hudson automobile, license tag #5823, engine number 15502.

To the Hon. T. N. Haas, Judge of the Circuit Court of Rockingham County, Virginia:

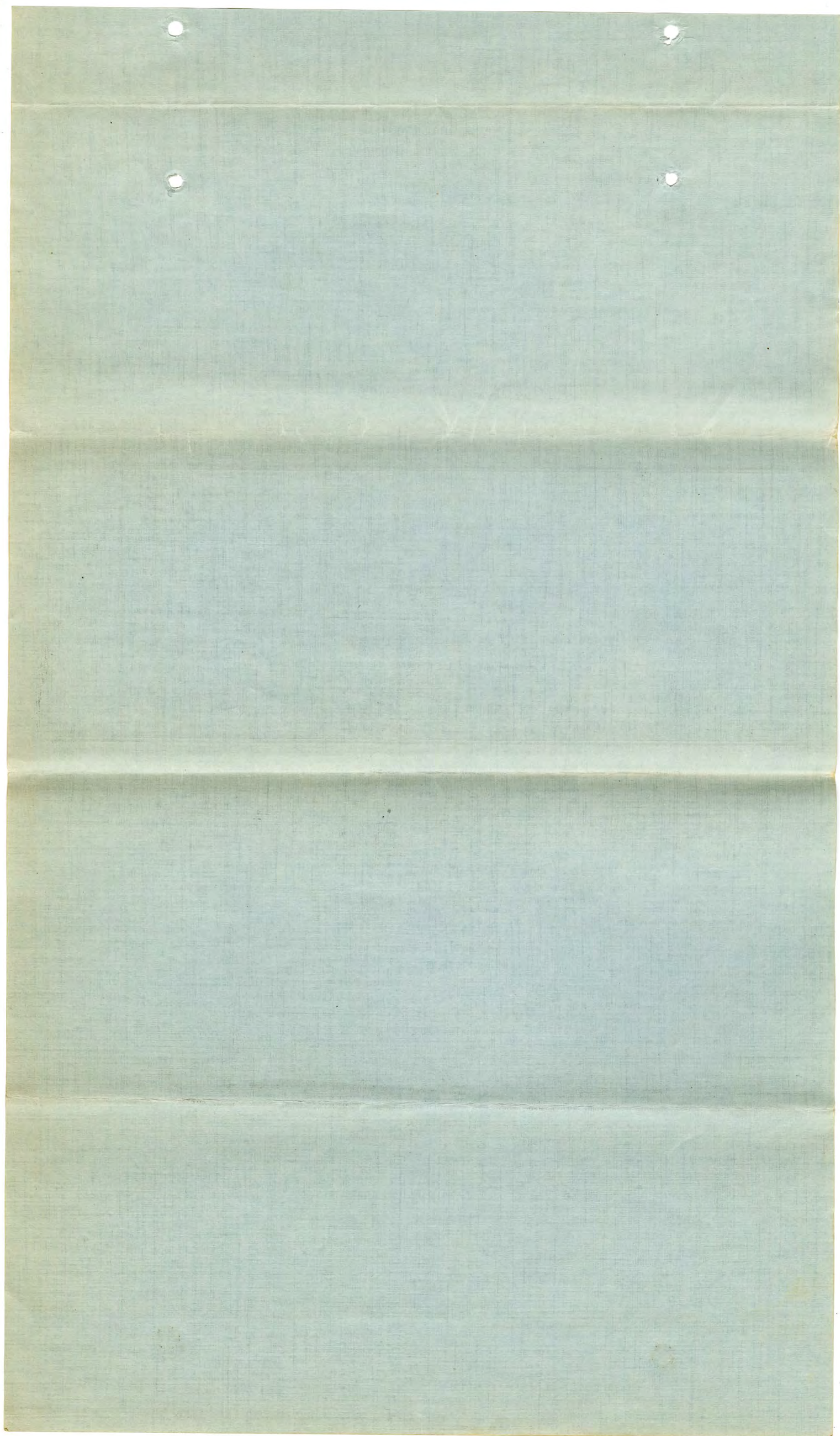
Respondent as a person interested in the automobile which is the subject of the above information, appears and asks leave to be made a party defendant thereto, and as such, answering, says:

That on the 26th day of March, 1921, respondent, a corporation duly incorporated under the laws of the State of Virginia, entered into a contract with one C. F. Coakley for the conditional sale to him of the Hudson automobile which is the subject of said information, and therein erroneously described as a five passenger Hudson speedster, model, but in fact a seven passenger touring model, the number of the engine of said car being correctly recited in said information as 15502, and the frame number being 11055. That under the terms of said conditional sale agreement the vendee, C. F. Coakley, agreed that the title to the said automobile should remain in respondent as vendor, and not pass to the said C. F. Coakley, vendee, until the whole of the purchase price was paid. That the amount of the purchase price remaining unpaid as recited in said agreement, was \$225.00, which said sum yet remains unpaid by said Coakley to respondent, and is evidenced by a negotiable note of even date with said sale agreement, and due thirty days after date at the First National Bank of Harrisonburg at Harrisonburg, Virginia, and waiving the benefit of the homestead exemption, which note bears interest at 6% from date. That the entire amount evidenced by said note and provided for under said conditional sale agreement remains unpaid to respondent.

Refer me in formation
against Johnson
on Leesville
Enquire # 15502
C. F. Coe Esq

Answer of
Harrisonburg Va
1860

LAIRD L. CONRAD
ATTORNEY AT LAW
HARRISONBURG, VA.



June Term 1921

HUDSON(five -passenger) # 15502

ADS

COMMONWEALTH

set for Tuesday.



20-4446