

Longwood University

Digital Commons @ Longwood University

Prince Edward Warehouse Company Collection
HS-010

Farmville-Prince Edward County Historical
Society

1927

Rental agreement between Prince Edward Warehouse Company and Tenants, 1927

Prince Edward Warehouse Company

Follow this and additional works at: https://digitalcommons.longwood.edu/pe_warehouse_company

THIS AGREEMENT, made and entered into this 19th day of October, 1927 by and between Prince Edward Warehouse Company, Inc., a corporation organized under the laws of the State of Virginia, and having its principal office in Farmville, Va., party of the first part, and H. H. Hubbard, T. W. Bruce, and W. H. Price, of the County of Prince Edward, Virginia, parties of the second part:-

WITNESSETH: That in consideration of the rental to be paid as herein provided for by the parties of the second part to the party of the first part, the said party of the first part by these presents, lease, rent and demise unto the parties of the second part, for a period of three years from the first day of October, 1927, with an option to rent said property by the parties of the second part for an additional two years on same rental basis, the following described real estate: that certain parcel of real estate, together with the warehouse and other buildings located thereon, and situated in the Town of Farmville, Va., on the north side of Second Street in said town, and fronting 143 feet on Second Street and extending back for a distance of 146 feet more or less, to the property belonging to the estate of H. E. Barrow, together with the personal property situated in said warehouse building, and consisting of trucks and other items which are listed and attached to this agreement and made a part thereof, it being moreover the same real estate which was purchased by the party of the first part by deed of even date herewith from H. A. Barrow and Florence H. Barrow, his wife.

The parties of the second part agree to use and occupy said premises as a warehouse for the sale at public auction of bright tobacco only, as long as a bright market is maintained in Farmville or until termination of this contract, and the parties of the second part are prohibited from making sale of dark tobacco on

said premises. The parties of the second part are to pay as rent for said premises as follows: the sum of \$ 600 per year as the minimum amount, to be paid by the said parties of the second part as rent for said premises; which rent moreover is to be paid each year during the term of this agreement as follows: one-half on or before the first day of January, in each year during this lease, and one-half on or before the first day of July of each year during this lease. In case, however, the parties of the second part make sale in any annual tobacco season under their operation of said warehouse, the amount of 400000 pounds of tobacco, they agree to pay for said years rent the sum of EIGHT HUNDRED DOLLARS (\$ 800), and in case the parties of the second part make sale of as much as 500000 pounds of tobacco in said warehouse during any annual tobacco season under the terms of this agreement, they are to pay the sum of ONE THOUSAND DOLLARS (\$ 1,000) rent to the party of the first part, all re-sales excluded when no ^{or partial} selling charges are made by parties of second part, which rent will be due and payable semi-annually as herein provided.

The said parties of the second part further agree to operate said premises as a bright tobacco warehouse, for the period of three years as herein provided under this agreement, and to use the property in a reasonable and careful manner, ordinary wear and tear excepted.

The parties of the second part further agree to pay all incidentals in connection with the operation of said warehouse including water, lights, sewerage; and the parties of the second part further agree not to assign this agreement except with the consent of the party of the first part.

The parties of the second part further agree to repair all damages caused, above and beyond reasonable wear and tear, on buildings and fixtures made by them, their servants or employees,

to the property herein leased, and agree to vacate said property at the termination of this lease without any further notice unless a subsequent agreement between the party of the first part and the parties of the second part shall be entered into duly signed and sealed for an additional time of rental of said property subsequent to the expiration of this present agreement.

It is finally agreed that the parties of the second part shall make no alterations or changes in said warehouse building during the continuance of this agreement as all such additions or alterations are to be made, if any, by the party of the first party upon a mutual agreement for additional rental for same; and the parties of the second part furthermore agree to permit the party of the first part to inspect the record of tobacco sales made in said warehouse building semi-annually at the time the rental payments become due; and at other reasonable times for the purpose of determining the amount of rental due by the parties of the second part under this agreement.

IN WITNESS WHEREOF, the said Prince Edward Warehouse Company, Inc., has caused its corporate seal to be hereunto affixed and attested by its secretary, and this agreement to be signed and acknowledged in its name and behalf by its president on the _____ day of October, 1927.

Prince Edward Warehouse Company, Inc.,

By H. B. Bonner President.

Attest: R. V. Paulitt Secretary.

Witness the following signatures and seals.

H. B. Bonner (SEAL)
D. M. Brewer (SEAL)
W. H. Rice (SEAL)

Two words inserted
on page #2.
RHP DWB WHP

STATE OF VIRGINIA:

COUNTY OF PRINCE EDWARD, towit:-

I, J. Davidson a Notary Public in and
for the County aforesaid, in the State of Virginia, do hereby
certify that H. A. Barrow, President, and H. H. Hubbard,
T. W. Bruce, and W. H. Price, whose names are signed to the
foregoing writing, bearing date on the 19th day of October,
have acknowledged the same before me in my County afore-
said.

Given under my hand this 7 day of October, 1927.

J. Davidson N.P.

My commission expires July 5, 1929

Price Earned
Worcester Co. Va

Writ - Requirement

W.D. Hubbard
J. W. Price
Writ - Price

J. TAYLOR THOMPSON
ATTORNEY AND COUNSELLOR AT LAW
PLANTERS BANK BUILDING
FARMVILLE, VIRGINIA