1892 - 16 Southampton County - Chancery Sebrell, W. J. Edr vs Drewry, E. C. et al

"Carrying Sale"
Timber for Lenght"
injunc

Sebrell, W. H.
injt.

Drewry, E. C.
Drewry, S. B.
Beaton, Geo W. +
Beaton, Fannie his wife
Whitehead, Jno +
Whitehead, Anna his wife
Sebrell, W. H.
injt

Sebrell's Gdn &c.
vs. Bill & Exhibits
Drury & others.

*

To

Hon. C.W. Hill, Judge of the Circuit Court of Southampton—

Humbly complaining sheweth unto Your Honor your Complainant, W.J. Sebrell, guardian of W.H. Sebrell, that the late James Drewry, by his last will and testament, gave and devised unto the said infant One third of the Goodwyn tract of land lying in said county containing of 467 acres, more or less, and adjoining the lands of Dr. E.A. Drewry, W.H. Drewry & others, subject to certain conditions, as will more fully appear from the 7th item of said last will and testament, which is herewith filed as Exhibit "A" and prayed to be read as a part of this bill; that this is the only real estate owned by said infant and he has no personal estate of any consequence; that the said W.H. Sebrell is over 14 years of age, & that if he were dead the said real estate owned descends according to direction of item 7 in said last will & testament; that there is upon this said land of the said infant considerable timber, and your complainant is of opinion

the one-third

that a sale of the said timber would greatly promote the interest of the said infant for the following reasons, to-wit the A.T.&S.F.R.R. Company having recently run their line of Railway near the said lands, all the timber in that vicinity is now being sold & cut, & while there is, therefore, now a good demand for this timber, there will be no demand whatever for it after all the other timber in the neighborhood is cut and removed, because this timber, if isolated from the other in the neighborhood, would be no object to lumber-men; and besides the infant needs the money which would be derived from a sale of said timber, to supply himself with the necessaries of life and to enable him to obtain some education - The rights of no person will be violated by a sale of said timber -

To the end, therefore, that justice may be done and inasmuch as your Complainant is without remedy in the premises, except in a Court of Equity where such matters are properly cognizable, he prays that E. A. Drew

V. T. Drewry, D. B. Drewry, Geo. N. Beaton & Fannie M., his wife, Jno. Whitehead & Anna F. his wife and W. H. Sebrell be made parties defendant to this suit & required to answer same; that a proper guardian ad litem be appointed to defend the rights of the said infant; that the said timber may be sold and the proceeds disposed of according to the future order of this Court; that all proper orders & decrees may be made & a proper account & inquiries be directed, and for such other relief as the nature of this case may require or to Equity shall seem meet — And your Complainant will ever pray &c —

May it please the Court &c —

W. J. Sebrell, Guardian
of W. H. Sebrell.

Prince & Sebrell,
p. q.

Southampton Co., to-wit:

This day personally appeared before me, B. F. McLemore, a Comr. in Chancery of the Cir. Ct. of said County, W. J. Sebrell, Gdn. of Wm. H. Sebrell & made oath that he believes the statements in the foregoing bill to be true.

Given under my hand this 4 Nov. 1889. B. F. McLemore
Comr in Chy.

Sebrell's Guardn

vs

Sir Bond

Dreury & others

1892 Nov 17. filed.

Know all men by these Presents, That we W. J. Sebrell and Jas. E. Sebrell

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of One thousand ——— Dollars, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation, and also waive any claim, right or privilege to discharge any liability arising under said bond in any currency, funds, counter-claims or offsets other than legal tender currency of the United States.

Sealed with our seals and dated this 17th day of November A. D. 18 92

THE CONDITION of the above obligation is such that if the above bound W. J. Sebrell Guardian of Wm H. Sebrell shall faithfully discharge the duties of his office according to law. (This Bond being given under the provisions of a decree of the Circuit Court of Southampton County entered on the 3d day of Dec 1890 in the Cause of Sebrell's Gdn against Dreery & others)

shall faithfully discharge the duties of his office or trust according to law, then the above obligation to be void, or else to remain in full force and virtue.

Signed, sealed and delivered in presence of the Court.

W. J. Sebrell — SEAL

J. E. Sebrell — SEAL

SEAL

SEAL

Form No. 309.

Debrell

to { COMMISSIONER'S BOND.

Commonwealth.

1890. Oct. 29. filed.

Recorded
Page 213.

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 309.

Know all Men by these Presents, That we W. J. Sebrell and Jas. E. Sebrell are held and firmly bound unto the Commonwealth of Virginia, in the sum of One thousand Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our Homestead Exemptions as to this obligaiton, and any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State. Sealed with our seals, and dated this 29" day of October one thousand eight hundred and ninety.

The condition of the above Obligation is such, That if the above bound W. J. Sebrell shall faithfully perform the duties of his office or trust, as Special Commissioner under a decree of the Circuit Court of the County of Southampton, pronounced on the 6th day of May, 1890, in the suit therein depending under the name and style of Sebrell's Guardian & Dicey & others -

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

W. J. Sebrell SEAL.

J. E. Sebrell SEAL.

SEAL.

In the Clerk's Office of the Circuit Court of the County of Southampton:

This day Jas. E. Sebrell surety on the above bond, made oath before me B. F. McLemore, Clerk of the Circuit Court of the County of Southampton, that his estate after the payment of all his just debts, and those for which he is bound as security for others, and expect to have to pay is worth the sum of one thousand dollars; whereupon the said bond is admitted to record according to law.

Given under my hand this 29 day of Oct 1890.

Teste: B. F. McLemore Clerk.

Sebrell's Gdn

vs Decree

Drewry & others

Southampton Circuit Court
November Term 1889.

Sebrells Gdn
vs. } Decree
Drewry & others

This day this Cause came on to be heard upon the Complainants' bill & exhibits, taken for confessed as to the adult defendants, the answer of the infant defendant by W. K. Parker, his guardian ad litem, and was argued by Counsel. On consideration whereof, the Court doth adjudge, order and decree that it be referred to one of the Commissioners of this Court to inquire into and report to the Court.

1st. Whether the interest of the infant defendant would be promoted by the sale of the timber in the procedings mentioned, or of any part thereof, and a proper investment of the proceeds arising from such sale.

2nd. Whether the rights of any person would be violated by such sale. Which inquiries the said Commissioner will make & report to the Court, together with any matters specially stated deemed pertinent by himself or required to be so stated by any interested party.

A Copy. Teste: ~~Edmund~~ B. F. McLemore C.C.
~~C. H. Hill~~

Sebrell's Guardn

vs Notice

Drury + als:

1890. Apl 17."

Executed

J. W. Williams

COMMISSIONER'S OFFICE,

COURTLAND, VA., Apl 8" 18 90

To E. A. Dreury - V. T. Dreury - S. B. Dreury - Geo. H. Beaton & Fannie M. his wife - John Whitehead & Anna T. his wife, and W. J. Sebrell, G'd'n of Wm K. Sebrell.

You are hereby notified that I have fixed upon the 17th day of April next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:

1st Whether the interest of the infant defendant, would be promoted by a sale of the Timber in the proceeding mentioned, or of any part thereof - and a proper investment of the proceeds arising therefrom.

2d. Whether the rights of any ~~Lady~~ person would be violated by such sale.

With any other matter specially stated deemed pertinent x x x

required to be taken by a decree of Southampton Circuit Court, rendered at the Nov term, 1889, in a suit in Chancery depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year first aforesaid.

B. A. McLemore Commissioner.

To the Sheriff of Southampton county to execute.

Commissioner's Office.
Courtland Va
April 17th 1890.

To the Circuit Court of Southampton Co.

Pursuant to a decree of the Circuit Court of said County rendered at the November Term 1889. in the Chancery Cause of Sebrell's Gdn &c Drewry + dls: the undersigned Commissioner reports to Court; that on the 8th day of April 1890 he issued Notice against the parties, plaintiff and defendants, requiring them to appear before him at his office, on the 17th day of April 1890, at which time and place he should proceed to take and report the accounts asked for or directed by the decree aforesaid; that said Notice has been returned "Executed" and is herewith filed.; that none of the defendants appeared in obedience thereto. - And thereupon the Commissioner proceeded to Enquire:

1st; Whether the interest of the infant defendant would be promoted by a sale of the Timber in the proceedings mentioned. or of any part thereof, and a proper investment of the proceeds

arising therefrom?

2d. Whether the rights of any person would be violated by such sale?.

In answer to the above, the Commissioner respectfully reports, that it will be to the interest of the infant defendant to sell the timber, provided a fair price is obtained therefor & the proceeds properly invested. and that the rights of no person or party will be violated thereby; and for the following reasons: The tract of land on which the timber stands was bequeathed to the infant by the last Will and testament of his grand father, James Dreng dec'd. that the land has no improvements upon it, little, if any, open land, and therefore has never been of any benefit to him whatever. that the infant is now, and has been ever since the death of his father, dependent upon the charity of others, for food and raiment; that he has now arrived at the age when it is absolutely necessary that he should be sent to School and have clothing. and that he has no personal

Estate. and that the tract of land has been sold by the County Treasurer for the non payment of taxes and levies due thereon for the last nine years Consecutively. that it will take about $135.00 to pay the delinquent taxes standing against it; from which it appears to your Commissioner, that if the timber should be sold, the land redeemed, and a tenant house erected upon it so that it may be rented out and made a source of revenue instead of an expense, as at present. that the interest of the infant would be materially benefited and the value of the land enhanced; Should the infant defendant Wm. K. Sebrell die before he attains his majority, the parties who would inherit the land (under the provisions of the will of James Dreury dec'd, hereinbefore referred to) should the above suggestions be carried out would be correspondingly benefited, therefore the Commissioner is of opinion that the rights of no party will be violated or

interest impaired should the said timber be sold. The Commissioner is also of opinion that the timber will sell to a better advantage now than at a later period. because the timber on the adjacent tracts have been sold and is being manufactured and removed. there are three Saw mills located near the timber. and after the timber on the adjoining farms shall have been manufactured and the mills leave the neighborhood it will be difficult to make sale of timber belonging to the infant defendant. if being a small lot, the inducement will not be sufficient to attract lumbermen.

Respectfully Submitted.

B. F. McLemore

Comr in Chancery

Comr's fee $12.50

ch Pleff.

Sebrell's Exr
vs
Dunn

Dreury et. als:

1889. Oct. Rules
Cir. Ct.

Executed Oct. 4th
1889 by delivering
a copy of this Summons
to each of the within
named parties

J. H. Williams Shff

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THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON E. A. Drewry, V. T. Drewry, S. B. Drewry. Geo. N. Beaton & Fannie M. his wife. John Whitehead & Anna F. his wife. and W. H. Sebrell an infant, by W. K. Parker, G'd'n ad litem.

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in October next, to answer a bill in Chancery exhibited against them in our said Court by W. J. Sebrell, G'd'n of W. K. Sebrell

And this they shall in no wise omit; and have then there this writ.

WITNESS, ~~J. B. PRINCE~~ B. F. McLemore, Clerk of our said Court, this 30" day of September, 1889, in the 114" year of the Commonwealth.

Teste: B. F. McLemore C.C.

Item 7. I give to my grandson Willie Son of my Daughter Mary L Sebrell, One third of the tract of land purchased of B. H. Goodwyn provided he Marries or attains the age of Twenty one years. In case he does not Marry or arrive at the age of Twenty one years I desire that part of the tract to be divided equally between my other Children. I also give him an equal interest in all Money and accounts due my Estate after pay in the Specific legacies given to my other Children in this will.

Virginia: Southampton County, to wit:
I, B F McLemore, Clerk of the County Court of Southampton County, Virginia, do certify that the foregoing is a true Copy of the 7th clause of the last Will and testament of James Dreury dec'd.
Given under my hand this 15th day of Oct: 1889.

B. F. McLemore C.C.

Sebrell, Edw de.,
m. 33 Chancery.
Drury docket

Answer of infant
defendant over
14 years of age.

The answer of W. H. Sebrell, an infant defendant over the age of 14 years, to a bill in Equity exhibited against him & others in the Circuit Court of Southampton, by W. J. Sebrell, & &c. of the said W. H. Sebrell.

For answer to said bill the said W. H. Sebrell answers & says that, although under full age, he believes he knows what are his interests in the matters referred to in said bill; he believes the statements in said bill are true & that it will be to his advantage to sell the timber as therein prayed for & invest properly the proceeds arising from such sale. And having now answered, he prays hence to be dismissed &c.

W. H. Sebrell.

County of Southampton to-wit:

This day personally appeared before me, the undersigned, a N.P. in & for said County, W. H. Sebrell, whose name is signed to the foregoing writing & made oath to the correctness of the statements therein made. Given under my hand this 14th Day of Feb 1890.

Chas. L. Corbitt
N.P.

Sebrell's Gdn

vs

Drewry & als

Answer & Demd

Citem &c.

The answer of Wm. H. Parker, Guardian ad litem to the infant defendant, W. H. Sebrell, and the answer of the said infant defendant, W. H. Sebrell, by the said Wm. H. Parker, his Guardian ad litem to the bill in equity exhibited against him and others in the Circuit Court for the County of Southampton by W. J. Sebrell, &c &c.

For answer to the said bill the said Guardian ad litem answers and says, that he does not know whether the interest of the infant defendant would be promoted by a sale of the property as prayed for in said bill or not: and the said infant defendant, by his said Guardian ad litem, answers and says, that being an infant of tender years he knows nothing of the matters mentioned in the bill, and commits the protection of his interest to the Court. And having answered, he prays &c.

Wm. H. Parker, G'n ad litem for the infant defendant, W. H. Sebrell— And W. H. Sebrell, by Wm. H. Parker, G'n ad litem.

State of Virginia,
County of Southampton, to-wit:

This day personally appeared before me, Wm. H. Parker & made oath that the allegations in his foregoing answer are true to the best of his knowledge & belief—

Thos. E. Sebrell
Notary Public

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Debrell's Gidio

Pr Stat: Rules

Drewry & als:

W. J. Sebrell, Gdn of W. H. Sebrell - Pltff

vs

E. A. Drewry - V. T. Drewry -
J. B. Drewry - Geo. N. Bealon
& Fannie W. his wife - John
Whitehead & Anna F. his wife
and W. H. Sebrell, an infant
by W. S. Parker Gdn ad litem Defts

1889 Sept. 30. Process ifs? to 1st Oct: Rules

" 1st Oct: Rules: Precp rel? Executed -
Bill & Exhibits filed -
decree nisi.

" 2nd Oct " Bill taken for Confess? as
to adults. ~~Answer of Gdn~~
~~ad litem - filed Gen Repl~~
Cause set for hearing.
as to adults -

Schedule Gdn -
No. 3
Deeds ordered

W. F. Deal's written request for deed to be made to G. W. Deal.

Courtland V. Octo 15/90
W. Dorman Haitwax

Mr. W. J. Sibrell, Comr in suit Sibrell Gdn.

Dr Sir

Please make the deed for the William Sibrell timber I purchased of you to G. W. Deal & having sold the same to him

Very Respt

W. T. Deal

Sebree, Edw.
to
Reibb.
Sebree, Comr.

Received Aug. 8th 1891 of W. J. Sebrell, special Commissioner in the suit of Sebrell's Gdn vs. Drewry & others, Four Hundred and Thirty nine & 90/100 Dollars, it being amt. collected by him from Certificate of Deposit in the Bank of Vaughan & Co. Franklin Va. & ordered to be paid to me as Guardian of W.H. Sebrell by decree entered in said suit on the 3rd day of Dec. 1890.

W.J. Sebrell, Guardian of W.H. Sebrell.

Statement of Costs &c in re Sebrell's Ex'r
vs. Dewey & others —

By amo. received from sale of timber —		$500.00
Costs —		
Clerk's accrued costs —	7.10 — paid B.F. McLemore	
" future costs —	2.50 paid B.F. McLemore	
Sheriff's Costs —	7.50 paid J.H. Williams	
Law &c —	16.50 pd. Prince & Sebrell.	
Comr. McLemore's fee for report —	2.50 paid B.F. McLemore	
Com's: on $500 —	19.00	
Writing deed — —	5.00 pd Prince & Sebrell —	
Amo. Certif: of Deposit —	439.90	
	$500.00	$500.00

Debrelli Geo.
v.
Drury Orthen

Report of Comr.
W. J. Debrell.

Sebrell's Gdn. — Report of Com'r. Sebrell.
v.
Dewey orthers.

In this cause, the Commissioner reports that, pursuant to decree herein entered at the May 1890 term, he has sold the timber in the proceedings mentioned to W. T. Deal in the sum of $500.00 In the opinion of the Commissioner, the sale is a most excellent one, and should be confirmed by the Court. Your Commissioner has collected the said purchase price of $500.00, and, after paying therefrom the sum of $60.10, on account of costs, as will appear from statement & vouchers herewith filed, he has deposited the balance of $439.90 in the bank of Vaughan & Co., Franklin Va., taking a certificate of Deposit therefor, which said Certificate of Deposit is returned herewith. At the written request of the purchaser filed among the papers in this cause, your Commissioner has executed a deed for said timber to W. W. Deal. All which is respectfully submitted.

W. J. Sebrell,
Special Com'r.

Sibrell's Gdn.

vs. } In Chy.

Drury & others

Report of Comr.

W. J. Sibrell.

Sebrell's Gdn. } Repat of Com. Sebrell.
vs.
Drewry & others

In this cause, your Commissioner would state that, pursuant to decree entered on the 3rd day of December 1890, he has withdrawn from the papers in this cause, after receipting therefor to the Clerk of this Court, the Certificate of Deposit for $439.90 in the Bank of Vaughan & Co. - Franklin Va., and, after collecting, paid over same to the duly qualified Guardian of the infant, W.H. Sebrell, taking his receipt for same, which is herewith filed. This is nothing further to be done in this cause.

Respectfully submitted,
W.J. Sebrell,
Special Com'r.

Sebree's Gdn -
vs. Z Deane.
Dreamy torhes

Nov. Term 1889.

To be entered -
C Bosee

Entered Page 353

Sibrell's Gdn. }
vs. } Decree.
Dering & others }

This day this cause came on to be heard upon the Complainant's bill & exhibits, taken for confessed as to the adult defendants, the answer of the infant defendant by W.H. Parker, his guardian ad litem, and was argued by Counsel.

On consideration whereof, the Court doth adjudge, order and decree that it be referred to one of the Commissioners of this Court to inquire into and report to the Court,

1st Whether the interest of the infant defendant would be promoted by the sale of the timber in the proceedings mentioned, or of any part thereof, and a proper investment of the proceeds arising from such sale.

2nd Whether the rights of any person would be violated by such sale.

Which inquiries the said Commissioner will make & report to the Court, together with any matters specially stated deemed pertinent by him or required to be so stated by any interested party.

Southampton Circuit Court

May Term 1890.

Sebrell's Gdn.
vs. } Decree
Downey et als.

This day this cause came on to be further heard upon the papers formerly read and upon the report of Comr. B. F. McLemore, filed apl 17th 1890. to which there is no exception, and was argued by Counsel. On consideration whereof, the Court doth approve and confirm the said report, and it appearing that the interest of the infant would be promoted by a sale of the timber in the proceedings mentioned the Court doth adjudge, order and decree that W. J. Sebrell, who is hereby appointed Special Commissioner for the purpose, do proceed to sell by public or private sale to the best advantage for cash the timber in the proceedings mentioned, and after collecting the purchase-price as hereinafter ordered, execute to the purchaser a deed for said timber with special warranty, embodying in said deed the condition that the said timber shall be cut and removed from the lands of said infant within a period not to exceed five years, and the Court doth further adjudge, order and decree that the said W. J. Sebrell, Special Commissioner, collect from the purchaser the purchase price for said timber, and after paying the costs of this suit, deposit the balance in the Bank of Vaughan & Co. Franklin Va., taking a certificate of Deposit therefor and return said certificate of deposit along with his report to this Court in order to a further decree. But said

W. J. Sebrell, Special Comr. will not proceed to execute this decree until he shall have entered into bond, with approved security before the clerk of this Court, in the penalty of $1000.- + conditioned for the faithful discharge of his duties under this or any further decree in this cause. and a copy of the certificate from the clerk of this Court that the bond required by this decree has been executed shall be appended to the advertisement of sale, in case there be a public sale, and shall be returned by the Commissioner along with his report to Court.

A Copy= Teste: B. F. McLemore C. C.

Sebrell Edr. etc
vs.
Decree
Bonney et als.

Sebree G'dn &c.

vs. 333 Deane.

Drury et als.

May term 1890.

To be entered -

C M Price

Entered

Price & Sebree, p.q.

Sibrell's Gdn -

v. } Decree.

Drewry et als.

This day this cause came on to be further heard upon the papers formerly read and upon the report of Comr. B. F. McLemore, filed Apl. 17th 1890, to which there is no exception, and was argued by counsel. On consideration whereof, the Court doth approve and confirm the said report, and it appearing that the interest of the infant would be promoted by a sale of the timber in the proceedings mentioned the Court doth adjudge, order and decree that W. J. Sibrell, who is hereby appointed special commissioner for the purpose, do proceed to sell by public or private sale to the best advantage for cash the timber in the proceedings mentioned, and after collecting the purchase-price as hereinafter ordered, execute to the purchaser a deed for said timber with special warranty, embodying in said deed the condition that the said timber shall be cut and removed from the lands of said infant within a period not to exceed five years. And the Court doth further

adjudge, order and decree that the said W.J. Sibrell, special Commissioner, collect from the purchaser the purchase-price for said timber, and after paying the costs of this suit, deposit the balance in the Bank of Vaughan & Co- Franklin Va., taking a certificate of Deposit therefor and return said certificate of deposit along with his report to this Court in order to a further decree. But said W.J. Sibrell, special Com'r. will not proceed to execute this decree until he shall have entered into bond, with approved security before the Clerk of this Court, in the penalty of $1000- conditioned for the faithful discharge of his duties under this or any further decree in this cause. And a copy of the certificate from the Clerk of this Court that the bond required by this decree has been executed shall be appended to the advertisement of sale, in case there be a public sale, and shall be returned by the Commissioner along with his report to Court.

Clerk of this Court, in the penalty of $1000—, conditioned according to law—

Abbell's Gdn. 1234
v.
Drury & others

Rec'd Dec. 2 1890.

To be returned
C M T
Dec 2, 1890.

Clerk
Circuit Court, Nansemond, Va.

Rec'd Aug. 8. 1891, of B. F. McLemore, Clerk of the Circuit Court of Southampton County, the certificate of Deposit for $439.90 - mentioned in the within decree

W. D. Sebrell,
Comr.

Sebrell's Gdn- }
v. } Decree.
Drewry & others. }

This day this cause came on to be further heard upon the papers formerly read, and upon the Report of Comr. W. J. Sebrell, filed ~~during the term~~ this day by leave of the Court, reporting sale of the timber in the proceedings mentioned, to which Report there is no exception, and was argued by Counsel. On consideration whereof, the Court, approving and confirming the said Report and the said sale, doth adjudge, order and decree that the said Comr. W. J. Sebrell, upon his recurring therefor to the Clerk of this Court, withdraw from the papers in this cause the Certificate of Deposit for $439.90, in the Bank of Vaughan & Co. Franklin, Va., and, after collecting, pay over the same to the duly qualified Guardian of the infant, W. H. Sebrell, taking the receipt of said guardian for said amount, and return same along with his report to this Court, but said Commissioner will not pay over said sum to said guardian till said guardian shall have executed additional bond, with approved security before the

Sebrell's Exr.
vs. } Decree.
Drury Sothen

Nov. Term 1892

To be entered
C.W.S.

Entered

Sebrell's Gdn. }
vs. } Decree.
Drury & others. }

This day this cause came on to be further heard upon the papers formerly read, and upon the Report of Commissioner W.J. Sebrell, filed during the term by leave of the Court, showing collection and disbursement of the Certificate of Deposit for $439.90 in the Bank of Vaughan & Co, Franklin Va., supported by proper vouchers, to which Report there is no exception, and was argued by Counsel.

On consideration whereof, the Court doth approve and confirm the said Report; and it appearing that nothing further remains to be done in this cause, it is ordered that the same be removed from the docket.