

1897-08

Southampton County Chancery

Boone & Jenkins vs

Westhead, W. B. Jr.
et al.

"
To sell land to pay
off judgments

Jenkins, John D.

Boone, Walter.

Turner, John L.

Westhead, S. R.

Harwood, R. H. Trustee

Stanton, Jas. W.

The Old Dominion

Lumber Co.

Boone & Jenkins

W 3 Deere

Westbrook et al

To be entered

Sept 29. 1896

Robert N. Jenkins

Entered Page 105-

Boone & Jenkins

72 3 Decree

Westbrook et al

This day this
cause came on to be heard
on the papers formerly read
~~and a paper in aid of~~ ~~Counsel J.C.~~
~~Docket~~ and was argued by
Counsel. on consideration thereof
and on motion of the
plaintiff the court doth adjudge
~~order~~ and decree that said
cause be dismissed from
the docket

Boone & Jenkins

V.S. } Copy of Deed of Trust
to Jas. D. Darden.

Westbrook et als, Ex. "B."

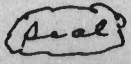
1896. Feby. 20. to. filing

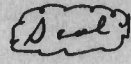
L. R. Gay L. C.

This Day of Trust made and entered into this 17th of
March 1887 between W^m D. Westbrook Junior and J. R. -
Westbrook, grantors, of the first part and Richard H. -
Howard Trustee for James D. Barden of the second part,
Witnesseth that for and in consideration of the sum
of five dollars to the parties of the first part in hand
paid by the said R. H. Howard, the the said W^m D. West-
brook Junior and J. R. Westbrook do give, grant, bargain
and sell, and by these presents have given, granted,
bargained and sold, with general warranty, the following
real Estate lying and being in the County of South-
ampton, State of Virginia - being all the real Estate
purchased by the said parties of the first part, of
W^m D. Westbrook Sr. and his wife V. R. Westbrook, First:
One Tract or parcel of land known as the river farm,
and calling Butts Island - containing by estimation
about one thousand acres - including the lands of
W. D. Westbrook Sr. bought of George D. Bays estate and
Saml. H. Barham - this land lies immediately on the
Roanoke river and Three Creeks and adjoining the
the lands of the estate of Richard Bled, estate of Richard
Eppes and Saml. H. Barham, Second: The farm
known as the Barham Wrenn place - containing by
estimate, about five hundred acres - adjoining the
lands of the said Westbrook - Saml. H. Barham's estate,
Estate of Anna Jukes - and others - making in the
aggregate and conveyed in Trust fifteen hundred
acres - more or less -

In Trust, to secure the payment of a bond for three thousand, three hundred and fifty eight dollars, and seventy six Cents, bearing the same date, the same day with this day, and due and payable to James D. Darden And it is hereby expressly Covenanted, Stipulated and agreed that the said W. B. Westbrook Jr. and S. R. Westbrook are to remain in quiet and peaceable possession of the above said Tracts of Land for the period of two years from this day, upon their paying interest on the above said bond annually, as it falls due, to wit: on the 17th. of March 1888 and on the 17th. of March 1889, but on default of their paying the said interest either year, as it falls due or at the end of two years from 15 day, then upon request made by the said James D. Darden, his assigns or representatives, the said Rich^d. H. Howard trustee as aforesaid after having given at least thirty days notice of the time and place, shall proceed to sell, at Jerusalem, on some County Court day - at public Auction, to the highest bidder, for Cash - the above said Tracts of Land, and out of the money arising from the sale after paying the Costs of executing this Trust - pay to James D. Darden the above said bond of three thousand, three hundred and fifty eight dollars, and seventy six Cents, and the interest thereon due, and the balance of the money pay over to the said W. B. Westbrook Jr. - and S. R. Westbrook

As witness the following signatures and seals,

Wm B. Westbrook Jr. 

S. R. Westbrook 

Lantrhampton County: In the Clerk's Office -
March 17th 1887. The foregoing Deed of Trust from
Messrs B. Westbrook Jr. & S. R. Westbrook, to Jas. D. Sargent
Trustee was this day received ^{and} acknowledged by
said Westbrooks and admitted to record.

Test: J. B. Prince b.l.

Acqy.

Test: B. F. McLenore b.l.

Ex. A.

Borne & Jenkins

vs. } Extract of Judgment.

Jones & Westbrook

Shands vs. on p. q.

Circuit Court,

November Term, 1894

No. 182

This Judgment is subject to a credit of \$222.²⁴
paid May 21st 1888.

COMMONWEALTH OF VIRGINIA,

In Southampton Circuit Court,

November Term, 1894.

Walter Boone & John S. Jenkins - merchants & partners
Trading under the firm name and style of Boone & Jenkins -
Assigns of Wm. S. Beaton & Walter Boone late merchants
and partners Trading under the firm name and
style of Beaton & Boone

Plaintiff

Against

In Debt

John S. Jamner & W. B. Westbrook Jr. - doing business
as Jamner & Westbrook

Defendant

Judgment for the Plaintiffs against the Defendants for Five Hundred

(\$500.00) and no DOLLARS,

100

Homestead waived, with legal interest thereon from 24th day of January 1898.

till paid, and costs \$9.05

A Extract—Teste:

L. A. Gay

C. C.

A copy Teste L. A. Gay

b. b.

Boone & Jenkins

vs. } Leasing of land of Bro
15. } Arising date

Westbrook et al. Est. "6"

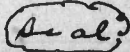
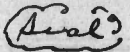
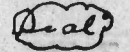
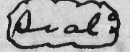
1896. 20. Feb. filing

L. A. Gay & Co.

This Deed Made July 24th. 1891 between S. R. West-
brook and W. B. Westbrook Jr. of one part and Jas. A.
Arringdale of the second part, Witnesseth, That the said
parties of the first part hereby grant & convey with general
warranty unto the said John A. Arringdale, all the
standing pine, ash, Cypress, oak and hickory timber
on their farm known as the Bulls Island farm and
the Wrenn farm, in Southampton Co., Va. The Bulls Island
farm is bounded by Blows Island farm, The Rottoway
River, the John Creek and the Lands of Byrd Gray. The
Wrenn farm is bounded by Blows Mill Swamp, Byrd
Grays, D. E. Everett & by the road running from Coopers
Store to Blows Mill Swamp. But the Cypress timber
on the Wrenn farm over two and one half feet at stump
is sawed, and no timber to be cut on either place
under ten inches at stump. The said parties of first
part agree that the said Arringdale shall have the
period of twelve years from the date hereof, in which to
cut & remove said timber, and in order that he may cut
and remove the same, Exclusive rights of way are
hereby granted said Arringdale across said farms,
and the right to construct and operate such railways
as may be most convenient over said farm to remove
said timber and such other privileges are hereby
granted said Arringdale as may enable him to handle
and remove said timbers to the best advantage. In
constructing said railways, no growing crops are
to be crossed, unless damages are paid. The said
Arringdale is not to cut any of said timber until
the whole of the purchase money is paid. In consider-
ation of all of which the said Arringdale agreed to
pay to said parties of first part or to such party
as they may designate, the sum of twenty two

hundred and fifty dollars as follows \$250. in cash - the balance in three equal instalments of \$666.⁶⁷ each, due respectively in six twelve and eighteen months from the 24th. July 1891, each carrying interest from date. And J. D. Darden who holds a deed of trust on said farms hereby consents to this sale by signing and sealing this deed, providing the whole of the purchase money is paid to him, to which arrangement the parties of the first part hereby agree.

Witness the following signatures and seals.

S. R. Westbrook	
W. D. Westbrook Jr.	
Jno. A. Arringdale	
Jos. D. Darden	

Corporation of the City of Norfolk to wit:

J. Henry N. Lisle a Notary Public for the Corporation aforesaid in the State of Virginia, do certify that W. D. Westbrook Jr. whose name is signed to the foregoing writing bearing date on the 24th day of July 1891, has acknowledged the same before me in my Corporation aforesaid.

Given under my hand this 21st day September 1891.

Henry N. Lisle

Notary Public.

Southampton County: In the Clerk's Office Nov. 30. 1891
The foregoing Deed from S. R. Westbrook & als. to Jno. A. Arringdale was this day received, acknowledged in this Office by S. R. Westbrook, Jno. A. Arringdale and

Jas. D. Darden and with certificate annexed as
 to W. B. Westbrook Jr. and admitting to record.

Juste: D. F. McLenore b.b.

A copy.

Juste: D. F. McLenore b.b.

Boone & Jenkins

VS } Statement of Rules
Westbrook & als

Walter Boone & John S. Jenkins
merchants & partners trading under
the name firm and style of Boone & Jenkins

} Plaintiffs

Vs. } In Chancery

John I. Turner, H. B. Westbrook Jr. S. R.
Westbrook, R. H. Howard Trustee, James B.
Darden & The Old Dominion Lumber
Company a Corporation

} Defendants

1896. 7th. February, Process Spd. to 2nd Feby. Rules

" 2nd February Rules, Process returned & executed.

Bill & Exhibits filed, Decree nisi

1896. 1st March Rules, Bill taken for Confession and
Cause set for hearing.

Boone & Jenkins
vs 3 12th Decree
Westbrook et al

Enter Mar. 24, 1896
Robert E. Davis

Entered

Page 58

Boone & Jenkins
vs 3 1st Decree
Westbrook et al

This day this
cause come on to be heard on
the plaintiffs bill and exhibits
therewith filed and taken ~~as~~
for confessed as to the defendants
in this cause and was
argued by counsel. on con-
sideration whereof the court doth
adjudge order and decree
that one of the Commissioners
in chancery of this court
proceed to take and store
the following accounts
1st an account showing ^{the interest of} W B
Westbrook's interest in the
land in question. stating its
actual and annual value
2nd an account showing
the liens on the same stating
their dignity and priority
together with ^{an account of} any other matters
which the said Commissioner
may deem pertinent or
which he may be required
to state by any party
interested

Boone + Jenkins

VS. } copy of Aug of B.S.
to old Dominion L. Co.

Westbrook & Co. Ex. "A."

14. All the Timber belonging to said John A. Arvingdale and conveyed to him by Franklin Smith, the tract on which said Timber stands containing three hundred acres more or less and being bounded as follows: on the North by the Lands of J. B. Smith, Harris and Prince, on the South by Three Brooks, on the East by the Lands of the Camp Estate and on the West by the Lands of J. B. Smith, Wm Prince and P. L. Thomas,

15. All that certain tract of Land with the buildings and improvements thereon containing Fifty (50) acres more or less conveyed to said John A. Arvingdale by W. D. Prince and wife by deed dated and bounded on the North Prince's Mill Pond on the East by the Lands of W. D. Prince on the South by the Lands of W. D. Prince and on the West by the Lands of W. D. Prince

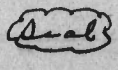
* 16. All the Timber belonging to the said John A. Arvingdale and conveyed to him by S. R. Westbrooke and W. B. Westbrooke Jr. by deed of January 24th, 1891. The said timber being situated on the Horn Farm and Bulls Island Farm. The said Bulls Island Farm being bounded by the Blaws Island Farm, the Nottoway River, the Three Brooks and Land of Byrd Gray, the said Horn Farm is bounded by Blaws Mill Swamp, the Lands of Byrd Gray, B. E. Brundt and by the road running from Coopers Store to Blaws Mill Swamp.

17. Also all the rail road or logging road owned by the said John A. Arvingdale and used by him in the conduct of the Lumber business heretofore carried on by him together with all the right of way acquired and owned by the said John A. Arvingdale and used by him in the Lumber business

Lately Conducted by him in Southampton County, also all the harness Carriages, Wagons, Chains and all the Tools and implements owned and used by the said John A. Arringdale in said business.

There is due on account of ^{the} said rail road Equipments the sum of Five Thousand one hundred and three (\$5103.⁰⁰) Dollars which the said Company assumed as part of the consideration of this deed. The said John A. Arringdale also conveys to the said Old Dominion Lumber Company all rights of way and privileges of every kind belonging to him and connected with or appertaining to the said lands or to the timber thereon hereby conveyed. It being the object and intention of said John A. Arringdale to convey to the said Old Dominion Lumber Company all his right title and interest in and to all of the real and personal property belonging to him in the County of Southampton Virginia. There is due on the tract of land purchased from J. R. Westbrook and W. B. Westbrook Jr. and described in Item 16 above the sum of Two Thousand two hundred dollars (\$2200.) which the said Old Dominion Lumber Company assumes as a part of the consideration of the deed. The said John A. Arringdale conveys the timber hereinabove described Subject to all restrictions as to time of removal or otherwise mentioned in the conveyances of the same to him.

Witness the following signature and seal

John A. Arringdale 

State of Virginia:

Corporation of the City of Norfolk to wit:

Page 7

I, John B. Jenkins a Notary Public in and for the Corporation aforesaid in the State of Virginia, do certify that John A. Arringdale whose name is signed to the writing above bearing date on the 3^d day of October 1891. has acknowledged the same before me in my Corporation aforesaid, Given under my hand this 3^d day of October 1891.

John B. Jenkins

Notary Public

Santhampton County, In the Clerk's Office Oct. 5, 1891.
The foregoing Deed from John A. Arringdale to Def
Dominion Lumber Company was this day received
and with certificate annexed admitted to record.

Test: D. F. McLemore C. C.

Attest.

Test: D. F. McLemore C. C.

and conveyed to him by Franklin P. Grigg and wife by deed dated April 10. 1889. The tract on which said timber stands containing one hundred and ninety two (192) acres more or less and being bounded on the East by the lands of W. G. J. Clements, on the West by the lands of Mrs Davidson, on the South by the lands of J. D. Prince and on the North by the lands of R. P. Clements heirs,

11. All the Timber belonging to the said John A. Arringdale and conveyed to him by Wade Byrnum by deed dated February 3^d 1890. The tract on which said timber stands containing ninety (90) acres more or less and being bounded on the North by Prince's Mill Pond, on the South and east by the lands of Henry Eggle and on the West by the lands of J. P. Hale,

12. All the Timber belonging to said John A. Arringdale and conveyed to him by Thomas Dunn by deed dated the said tract containing one hundred and fifty acres more or less and bounded on the West by the lands belonging to the Estate of W. G. J. Clements, on the East by the lands of Richardson and on the South by the lands of Mrs Roland.

13. All the Timber belonging to said John A. Arringdale and conveyed to him by J. D. Smith by deed dated February 23^d 1888. The tract on which said timber stands containing Three Hundred acres more or less and being bounded on the South by the lands of L. A. Eggle on the East by the lands of Thomas, on the North by the lands of Prince & Harris and on the West by lands of Prince.

Executed Aug. 29 1896 by delivering a copy of this notice
to Mrs S. L. Lums, J. Williams Shipp
Executed Sept 1st 1896 by delivering a copy of this
notice to S. R. Westbrook. W. R. Westbrook not being found
at his usual place of abode I delivered a copy of this
notice to S. R. Westbrook a member of the family over
the age of 21 and explained it - pursuant to law.
A. G. Lums agent for
J. Williams Shipp

Boone and Jenkins
vs. ?
Westbrook, et al.

notice to take account.

we hereby acknowledge
service of the within
notice.

Shands & Son p.g.
Attorneys
Jas S. Darden
Old Dominion Lumber Co.
by J. B. Pinner, atty.

make return on
this & send to me as
soon as possible.
J. C. P.

Commissioner's Office,

Jerusalem, Va., Aug 20th 1886

To Walter Boone and John S. Jenkins partners trading
as Boone and Jenkins, John S. Turner and W.B. Westbrook
Jr., ~~S. R. Westbrook~~, R. H. Haworth, Trustee, James D.
Dorden and The Old Dominion Lumber Company,
a corporation

You are hereby notified that I have fixed upon the 11th day of September
next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, ^{in Southland, Va.}
the following accounts, to wit:

- 1st An account showing the interest of W.B. Westbrook Jr. in the land mentioned in the bill and proceedings in a chancery suit now pending in the Circuit Court of Southampton County styled Boone and Jenkins vs. Westbrook, it also, it being his interest in what is known as "Bulls' Island" farm and what is known as the "Borham Green Place", and the annual and fee simple value of his interest in said land.
- 2nd An account of the liens of record on his interest in said lands, together with their order of priority and dignity.
- 3rd An account of any other matters deemed pertinent by me or which I may be required to inquire into by any party in interest.

required to be taken by a decree of Southampton Circuit Court, rendered at the March term, 1886, 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 said Court, the day and year first aforesaid.

J. P. Gorker

Commissioner.

To the Sheriff of Southampton County to execute.

clock .8.23 chronom.
" 6.34 Comm. Low
14.53
11.47

Boon Jandins
W. } Statement of bal. due
Westbrook et al.

Statement of amount due on bond of	
Westbrook et als. to Boone & J. in Tins	
Bond dated Jan'y 24 th 1888	\$500.00
Interest 15 May 21 st 1888	9.75
Total interest & prin " "	\$509.75
Paid May 21 1888	222.24
New principal	\$287.51
Interest 15 Sept. 7 th 1896	133.08
Total prin. & interest " "	\$420.59
Paid Nov. 18 th 1895	81.73
Total bal. due on said bond 15 Sept. 7 th 1896	\$338.86
Cost of Judgment	9.05
Cost in Chancery suit	32.73
Bal. due including costs of suits -	\$380.64

ap. 6/96.

Boone Jenkins

vs.

Fi. Fa.

Jessie Westbrook

1896... 1... April... Rules,
Circuit Court.

Shands son

p. q.

Sept 17/96 Clerk... 5.34

Sheriff... 1.50

Law, etc... 3.50

\$ 11.34

Came to hand... 6... day of Feb.,...

1896, at... o'clock. A. M.

J. M. Williams Sheriff.

No. 78

This Fi. Fa. is subject to the following credits to wit:
\$222.24 paid May 21st. 1888. & \$81.23 paid Nov. 18. 1895

Jessie: L. A. Gay L. L.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU that of the Goods and Chattels of *John S. Turner and H. D. Westbrook Jr.*
partners doing business under the name firm & style of
Turner & Westbrook

late of your bailiwick, you cause to be made. *Five Hundred & no/100 Dollars* *Monetary*
warrant with legal interest thereon from the 24th day of January 1887
till paid *Which Walter Boone & John S. Jenkins merchants and*
partners trading under the name firm & style of Boone & Jenkins
assignees of William Beaton & Walter Boone late merchants & partners
trading under the name ^{firm} and style of Beaton & Boone

lately in our Circuit Court of Southampton county have recovered against *them* as well
for a certain debt as for interest thereon; also the sum of *Five & Eleven* Dollars and *34* Cents,
which to the said *Boone & Jenkins*
in the said Court were adjudged for *their* costs in that suit expended, whereof the said
Turner & Westbrook are convict, as appears to us of record; and how
you shall have executed this writ make known at the Clerk's Office of our said Court at the rules to be holden for said
Court on the first Monday in *April* next, and have then there this writ.

WITNESS, *L. R. Gay*
T. M. HOWARD, Clerk of our said Court, at the Courthouse, this *5th* day of
February, 189*6*, in the 12th year of the Commonwealth.

TESTE:

L. R. Gay, C. C.

Boone & Gentile
W. } Statement of costs
Westbrook et als.

Boone & Jenkins

W. } Statement of Costs

Westbrook et al.

5 mm. 25. 6 Copies 78. receipt 18. atty. 10=	1.21
Dock. 18, entering return 35. filing Bill 15=	68
Do. Exhibits 20. Rule 50. Copy Exhibits 345=	4.15
Deam & Copy 72. Taxing Costs 40.	= 1.12
Filing away papers 25, future costs 72=	97
Paid L. A. Gay to Lark	\$8.23
Shff.	3.00
Law re.	16.50
	\$27.73
J. B. Parker loaner's fee	5.00
	\$32.73

4 cases Feb. 14th 1896 by delivering a copy
of the 'Sum' to each of the following parties
John J. Sumner, N. B. Pratt, S. R. West, Brook
R. W. Howard, Julia J. Lewis, D. Gordon and three
being not found in the County of Southampton the County in
which this suit was brought the plaintiff, Geo. Managor, Leachin Co.
Winthrop or others, several of them of the old Dominion Land Co.
I deliver a copy of the same to the President of the Board of the
the old Dominion Land Co. which is a president of the Board of the
agent of the old Dominion Land Co. for
the old Dominion Land Co. legal advice
of the old Dominion Land Co. for the old Dominion Land Co.

old Dominion Land Co.

Shamrock 1896 p. 9.

Boone & Jenkins

vs. } Sum: In chq:

Leamer et als.

1896. 2. Feb: Rules.

See later

Extra cost this 14th day
of Feb. 1896 by delivering
a copy of ~~the~~ the 'Sum'
to each of the authorities

named parties

A. G. Lewis, Drift, Shreve

W. Williams, Shreve

W. Williams, Shreve

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON

*John I. Turner, H. B. Westbrook Jr.,
S. R. Westbrook, R. H. Howard, Trustees, James S. Darden & The Old
Dominion Lumber Company, a Corporation*

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 *3rd* Monday in *February*, 1896, next, to answer a Bill in Chancery
exhibited against *them* in our said Court by *Walter Boone & John S. Jenkins*
merchants & partners trading under the name firm & style of
Boone & Jenkins.

And this *they* shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, *L. A. Gay* T. M. HOWARD, Clerk of our said Court, at the Courthouse, this *7th* day of
February, 1896, in the 12th year of the Commonwealth.

TESTE:

L. A. Gay, C. C.

Brown & Jenkins

vs. { Bill re

Westbrook et al.

1896. 12. 7. by James H. Hays
L. H. Hays et al.

SHANDS & SON, P. J.
ATTORNEYS-AT-LAW,
COURTLAND, VA.

Small Printing Co., Publishers and Printers, Richmond, Va.

To Hon. B. B. Prentiss Judge of the circuit
Court of Southampton County, Va.
In chancery
Humbly complaining sheweth unto
your Honor, your complainants,
Halter Boone and John S. Jenkins
merchants and partners, trading
under the name, firm, and style
of Boone and Jenkins, that - at the
Term 1894 of the circuit court
of aforesaid County, they obtained
a judgment against John S.
Turner and H. B. Westbrook Jr. for
the sum of \$500. with interest there-
on from Jan. 24th 1888 and \$7⁰⁰ costs,
and that the same has been duly
docketed in the clerk's office of
this County, as will appear by
a certified copy of said judgment
herewith filed & marked exhibit
A and prayed to be read as a
part of this bill, that the fol-
lowing payments, and some
others have been made on said
judgment: namely on May 21st 1888
\$222²⁴/₁₀₀ - and on Nov. 18th 1894 \$81⁷³/₁₀₀.
That H. B. Westbrook Jr. and S. B.
Westbrook are jointly seized and
possessed of the following real

estate in this county, namely: "Butte Island" from adjoining the lands of Est. of Land, H. Barham and others containing one thousand acres, more or less, and the tract known as the Barham Home place and adjoining the lands of estate of Anna Folke and others, containing five hundred acres, more or less. That said J. B. Westbrook Jr. & S. B. Westbrook, have executed, and there is recorded in the clerk's office of the County Court of Southampton a deed of trust on said lands to R. H. Howard Trustee, to secure a debt of \$335-87⁷⁶ with interest thereon from March 17th 1887 due to Jas. D. Warden, as will appear by a copy of said deed herewith filed marked Exhibit B and prayed to be read as a part of this bill. Your complainants state that they are informed that a greater part of the said debt has been paid. Your complainants further state that the "Old Dominion Lumber Co." a corporation, owns all the standing pine, ash, Cypress oak, & Hickory timber - down to ten inches diameter on the stump.

on the said lands of H. B. Westbrook Jr.
and S. B. Westbrook; except - all cyprus
timber, on the "stream" place, over 2 1/2 feet
in diameter - at the stump, - as will
- appear by copies of deed from
H. B. Westbrook Jr. & S. B. Westbrook ^{Joseph D. Doughton} to Geo.
H. Fanningdale, - and from him to
the "Old Dominion Lumber Company"
herewith filed, marked exhibits C & D
and prayed to be read as a
part of this bill. Your complain-
ants state that they are informed
that there are other duly
archived judgments - against
the said H. B. Westbrook Jr.
Your complainants charge - and
swear that the rents and profits
of the interest - of the said
H. B. Westbrook Jr. in the said
lands, will not - in five years
satisfy the judgments which
are being before the court
- and that your complain-
ants are therefore entitled
to have the interest of said
H. B. Westbrook Jr. in said
lands sold to satisfy their
- own - and the other
liens thereon.

In tender consideration where of
-and in as much as your
complainants are without re-
edy save in a court of equity,
where all such matters are properly
cognizable Your complainants pray
that John I. Turner, H. B. Westbrook Jr.
S. B. Westbrook, R. H. Howard trustee,
Jas. D. Darden, "The Old Dominion
Lumber Co" a corporation, be
made parties - defendants
to this bill - and required to
answer the same, but an
answer under oath, is expressly
waived. That the court should
direct that all proper orders
-and accounts be taken.
That it would direct one of
its commissioners to take the fol-
lowing accounts, namely: an account
stating the actual & annual value
of H. B. Westbrook's interest in said
land, an account showing the liens on
the same and their dignity and priority
together with any other matter which the
said commissioner may deem pertinent or
which he may be required to state
by any party interested.

-and if it appear from said report
that the rents and profits from
said H. B. West-brook's Jr. interest in
said lands will not in five years
pay the judgments which are
liens upon the same & costs of this
suit, then that the same or so much
as will suffice to satisfy the same
costs of this suit and shall be sold
and the proceeds thereof be ap-
plied to the payment of the
same, but if each rents and
profits will so suffice, then the
interest of said H. B. West-brook Jr.
in the said lands be rented
out, and the rents, profits thereof
be applied to the said liens
and to the costs of this suit
till the same are paid, and
that all such other, further,
general, and special relief may
be granted as the nature of
the case may require or to equity
shall seem meet. Notice is hereby given
that the court will be asked to
allow a reasonable fee to plain-
tiffs, attorneys, in this suit,
and your complainants will ever
pray &c.

Boone & Jenkins
Per Shands & Son their attys