1899_16 Southampton County Chancery Hill, Elizabeth vs Courtland Lumber Co.

Comp Manufacturing Co.

To produce original
Contract between Courtland
Lumber Co. + Elizabeth Hill
and injunction be awarded

Everett Waddey Co.,
Stationers and Printers,
Richmond, Va.

Form No. 17.

Elizabeth P. Hill

against

Bill & Exhibits

Camp Manufacturing Co.

To _____ Rules, 189__

JOHN N. SEBRELL, JR.,
ATTORNEY AT LAW,
COURTLAND, VA.

To Honorable Robert R.Prentis,Judge of the Circuit Court of Southampton County,Virginia.

Humbly complaining sheweth unto your Honor your complainant,Elisabeth P.Hill of the County of Southampton,Virginia, that she is,and has been for several years,possessed of a life estate in the land of which George Hill died seized and possessed and is seized and possessed of a certain other tract described as the tract upon which she now resides,both of said tracts being in the said County of Southampton. That sometime in the early part of the year 1899 she was approached by the Courtland Lumber Company who sought to purchase from her a right of way for railroad,tramroads,and cartways over the same formerly owned by said George Hill deceased. That your complainant being a woman and not being acquainted with such matters secured the services of three intelligent and disinterested persons to view the proposed route and advise her of the value of the same. That they did so and she finally agreed with the said Courtland Lumber Company to grant them right of way over the LANDS OF WHICH GEORGE HILL DIED SEIZED AND POSSESSED, for the period of two years in consideration of the sum of forty dollars, and that a contract was then drawn up and exhibited to your complainant by the said Courtland Lumber Company and was read by her; that she then and there expressed a willingness to sign same as it properly expressed their agreement but the agent of the said Courtland Lumber Company who was acting for it expressed the desire to first show the said deed or contract to the president of the said Courtland Lumber

Company for his approval and would bring it back on the day following for your compdainant's signature. That on the day following according to his promise the said agent of the Courtland Lumber Company returned with a contract or deed which was represented to your compdainant by the said Courtland Lumber Company as the identical contract or deed which had been exhibited to her on the prededing day; that your complainant relying upon the representations and statements of the said Courtland Lumber Company, and believing therefrom that it was the same contract or deed which she had seen on the preceding day and to which she had agreed, signed the contract then presented to her, sealed and delivered same to the said Courtland Lumber Company. That previous to the signing of the said contract your complainant had granted to J.E.Vincent & Co a right of way over the tract or parcel of land upon which she now resides for a period of five years from the I7th day of April I894, and that your complainant has been informed that the rights and privileges arising under the contract executed to said J.E.Vincent & Co., as aforesaid have been assigned by them to the said Courtland Lumber Company, and that the said Courtland Lumber Company has since assigned its rights and privileges under the said deed to J.E.Vincent & Company she also the deed from your complainant to said Courtland Lumber Company to the Camp Manufacturing Company. That sometime soon after the I7th day of April I899, when the period granted said Vincent & Company for a right of way over the said land upon which your complainant resides had expired, your complainant requested the Camp Manufacturing Company, who were continuing to operate their Engines and cars upon the said land upon

which your complainant resides, to desist from the same as the period had expired, but she was then informed that a right of way across the said land upon which she resides had been included ### in the deed conveying right of way over the land o of which George Hill died seized and possessed. Your complainant was greatly surprised at this as she well knew that the # deed which had been exhibited to her and which she thought she signed contained no such grant. Your complainant after receiving this intelligence made an examination of the deed as the same had been admitted to record in the Clerk's Office of the County Court of Southampton County and found that it did then contain a clause which did purport to convey a right of way over the land upon which she resides as well as over the George Hill tract. A copy of the said deed is filed herewith marked exhibit "A" and prayed to be read and taken as a part of this bill. Your complainant says that she never intended to convey a right of way over her land upon which she resides to the said Courtland Lumber Company and had she known that the deed contained such a provision she would never have signed same. That such a provision was never mentioned to her by the said Courtlnad Lumber Companyand that such a grant was not contemplated by the Courtland Lumber Company or your complainant on the day they made their agreement. That there was no consideration for any grant of a right of way over the tract of land upon which she resides. That so much of said contract or deed as purports to convey a right of way over the land upon which she resides is not her deed and that she never knew anything of said provision till it was mentioned to her by the said Camp Manufacturing Company. That such provision in said deed was inserted in a fraudulent manner, without the knowledge of your

complainant and is a fraud upon her rights. That relying upon the representations and statements of the said Courtland Lumber Company she believed it to be the identical deed to which she had agreed on the day preceding the signing of the same. That the deed which was exhibited to her contained no provision for a right of way over the land upon which your complainant resides and that the deed which she signed was represented to her by the said Courtland Lumber Company as the same deed.

Im tender consideration whereof and in asmuch as your complainant is without remedy in the premises save in a Court of Equity where all such matters are alone and properly cognizable she prays that the said Courtland Lumber Co. and the said Camp Manufacturing Company be made a party to this bill and be required to answe r the same but answer under oath is waived, and that they be required to produce and discover the original contract or deed between the said Courtland Lumber Company and your complainant; that proper process issue; that an injunction be awarded your complainant restraining and enjoining the said Camp Manufacturing Company, their servants and employees and all others from further moving or operating engines, locomotives, cars or carts in, upon or across the said land upon which your complainant resides; that so much of said deed as pur-ports to grant a right of way over the land upon which your complainant resides be cancelled and annulled; that all proper orders and enquiries may be directed and taken and that all such other further general and special relief may be granted your complainant as the nature of her case may require or to equity shall seem meet &c And your complainant will ever pray &c.

May it please the Court &c. E. P. Hill

Jno. T. Spence S. Sol.

Virginia, Southampton County, towit:

I, J. A. Bishop, a justice of the peace for the County of Southampton in the state aforesaid do hereby certify that Elizabeth P. Hill whose name is signed to the foregoing bill this day personally appeared before me in my said county and state and made oath that the statements contained therein so far as made from her own knowledge are true and so far as made from information derived from others she believes to be true. Given under my hand this 15th day of June 1899.

J. A. Bishop JP

Hill

vs. } Costs

Iowa Land Lumber Co.

Hill

vs } Stat: of costs

1899 The Boomilland Lumber Co.

July 1st Summ. 25. 2 cop. 26. receipt 18. atty. 10. Dock. 18= 97

Rules 1.00, return 35. Fil. bill 15. Do Exhibits 20= 1.70

Do. 3 sets of depositions 45. Do. 2 answers 30= 75

Tax costs re. 40. abstract of deeds 25= 65

Execution 50. receipt 18. Fil away pap. 25= 93

Deeds to remove from docket 36= 36

1900. Apr. 6 2 continuances 50. Tax costs 1 year 10= 60

Clerk $5.96

Sheriff of Franklin 50

Land re. 16.50

$22.96

Fee of J.F. Edwards N.P. 3.00

$25.96

Teste: L. A. Gay C.C.

Mark Hill

J. F. Hill Jr.

Elizabeth P Hill.

vs. [redacted]

Camp Manfg. Co
and Cauldland Lumber Co

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answer of Cauldland
Lumber Co.

The answer of the Courtland Lumber Company-a corporation-to the bill in equity filed against it et al by E. P. Hill in the circuit court of Southampton County Virginia.

This defendant for answer to the said bill, or as much thereof as it is advised it is material for it to answer. Answering says, it is true that on April the 17th 1894, E. P. Hill et als sold and conveyed to J. E. Vincent & Co. for the sum of $1000.00 all standing green pine timber down to 12 inches in diameter on the stump, on the tract of land in Southampton County, Virginia, on which she lives and known as the Home place, granting and conveying therein to the said grantees among other rights and privileges, the exclusive right of way across said tract of land for the purpose of cutting and removing the timber therein conveyed and of cutting and removing the timber from any other tract of land that may be owned by the grantees, all of which will fully appear from the original deed, herewith filed, marked exhibit No. 1, and prayed to be read as a part of this answer. It is true that on March the 7th, 1894 J. F. Knight (et al) in consideration of $425.00 sold and conveyed to J. E. Vincent & Co. all the pine timber down to 12 inches on the stump on the tract of land in Southampton County, Virginia, purchased by him from Geo. E. Hill's estate and known as the Geo. E. Hill farm and granting and conveying to said purchasers among other things the right of way across the said farm to cut and remove the said timber or any other timber of grantees, all of which will fully appear from a copy of said deed marked exhibit No. 2 and prayed to be read as a part of this answer. It is true that all the aforesaid timber rights and privileges, along with other properties, timber, rights and privileges were duly sold and conveyed to this defendant by Gray & Bro. by deed dated January 12th, 1897 and all of which will appear from a copy of said deed herewith filed marked exhibit No. 3 and prayed to be read as a part of this answer. That this defendant having purchased other timber and there still remained uncut a portion of Gray & Bro.'s timber) which he de

desired to haul over the right of way across the said land; and there being some possibility of question as to it's right to do so under the said deeds; It proceeded to secure an unquestioned right, and had Mr. R. H. Barrett see the parties in regard to it, and a deed was duly drawn up by the book-keeper of the Courtland Lumber Company, Jno. M. Sebrell Sr. for the same.(and he never drew but that one deed in regard to it) and carried by Mr. R. H. Barrett, and was duly handed to F. M. Hill, to read and he did read it and was handed to J. T. Knight to read and he read it. That Mr. Barrett came back and reported to W. T. Sears, President of the said Courtland Lumber Company that the Hills were willing to execute the deed upon the payment to them of $40.00 and that Mr. Sears then filed in the said deed the amount of the consideration and handed Mr. Barrett/ a check for Mrs. Hill for the desired amount and that he took the deed and check and went to Mrs. Hill's house, and along with J. T. Moore, a Justice of the Peace, and asked Hill if he should read it to him, and he replied, "No, he could read it" and took it, and went into an adjoining r room where his mother was and stayed there with her between fifteen and thirty minutes, and then both came into the room where Barrett and J. T. Moore, J. P. were with the deed already signed by them and acknowledged the same before the Justice and Barrett received for us the deed and paid Mrs. Hill the check for $40.00 and which check was duly paid. This defendant herewith files the original deed marked exhibit No. 4, and prayed to be read as a part of this answer. The same
part of this answer. The said deed shows on its face that the charge of its being altered and changed is false and this respondent denies most emphatically each and every charge contained in the plaintiff's bill that the said deed was procured by fraud and deceit, or that it has been in any way fraudulently changed or altered. And this defendant cannot imagine how such a suit as this could have ever been instituted, unless the plaintiff knowing that this defendant had ; as stated in her bill; sold ~~all the~~ and conveyed all its properties, timbers, rights and privileges in this County to The Camp Manufacturing Company; and that its officers and employees who were familiar with the circumstances

attending the above matters had removed from this section, and that as The Camp Manufacturing company knew nothing of the circumstances attending the Matters, hoped that the Camp Manufacturing company rather then be annoyed with a law suit would pay plaintiff something to dismiss the suit. That the cars and engine are operated only on the track on the right of way granted in the deedpto J. E. Vincent & Co. ; never has any harm or damage occirred to the plaintiff by the use of the same. That she has been amply reapid for all timber, rights and privileges which this defendant had from her, or which its assignee, the Camp Manufacturing company has. And this defendant states most emphatically that it knows of no good reason why the prayer of the plaintiff's bill should be granted, and it most strongly and respectfully prays that the said bill be dismissed, and that this defendant be allowed all costs expended by it in its behalf in this course. All of which it will ever pray and so forth.

The Courtland Lumber Company,

by William Shands, their Attorney.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County--Greeting:

We command you to summon Courtland Lumber Co.

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 1st Monday in June 1899 ~~next~~, to answer a bill in Chancery exhibited against it in our said Court by Elizabeth P. Hill

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

WITNESS, L. A. GAY, Clerk of our said Court, at the Courthouse, this 1st day of June, 1899, in the 123rd year of the Commonwealth.

Teste: L. A. Gay C. C.

A Copy—Teste: L. A. Gay C. C.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County--Greeting:

We command you to summon Camp Manufacturing Co.

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 1st Monday in June 1899 ~~next~~, to answer a bill in Chancery exhibited against it in our said Court by Elizabeth P. Nicol

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

WITNESS, L. A. GAY, Clerk of our said Court, at the Courthouse, this 1st day of June, 1899, in the 123d year of the Commonwealth.

Teste: L. A. Gay C. C.

A Copy—Teste: L. A. Gay C. C.

Hill Elizabeth P.

vs. } Spa. In Chy.

Courtland Lumber Co.

1899. 1st. July Rules

Gen. Ret.

We hereby acknowledge
legal service of the within
summons.

Courtland Lumber Co, by
Wm Shands Their atty

Camp Manufacturing
Co. by J. H. Parker
their atty.

J. N. Sebrell Jr. p. q.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County--Greeting:

We command you to summon Courtland Lumber Co. and Camp Manufacturing Co.

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 1st Monday in June 1899 next, to answer a bill in ~~Chancery~~ exhibited against them in our said Court by Elizabeth P. Nicl

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

WITNESS, L. A. GAY, Clerk of our said Court, at the Courthouse, this 1st day of June, 1899, in the 123d year of the Commonwealth.

Teste: L. A. Gay C. C.

Hice

v.

Camp Mfg Co.

Executed, by
delivering a true
copy of the within
to P. D. Camp
President of the
Camp Mfg Co.
at Aug. Ga.
June 22nd
1899.

J. W. Mayo Sheriff.

To the Camp Manufacturing Company.

Please take notice that I shall on Monday June 26th 1899
at the hour of 10 o'clock A.M. at the office of Camp Manufacturing Co.

To the Camp Manufacturing Company:

Please take notice that I shall, on Monday June 26th 1899 in the morning of that day, at the office of Judge Robert R. Prentis in the town of Suffolk, Va., apply to the Judge of the Circuit Court of Southampton County, Virginia for an injunction enjoining and restraining you from further operating or moving any engine locomotive, cars or carts in, upon, or across the tract or parcel of land upon which I now reside.

This 21st day of June 1899.

Very respectfully.

Robert P. Hicks

By counsel.

Hill

Notice to

Stoke Defendants

Crenshaw Lumber Co et al

Notice of Pendency of Action.

To the above named defendants:

You are hereby notified that I am the plaintiff in the above entitled action, and that the object of said action is to obtain a judgment of this Court declaring that I am the owner in fee simple of the following described real property situate in the County of Kern, State of California, to-wit:

[illegible] Section 1 in Township 30 South of Range 26 East, Mount Diablo Base and Meridian, containing 640 acres, more or less, according to the official plat of the survey of said land on file in the office of the Surveyor General of the State of California.

That the said defendants claim some estate or interest in said real property adverse to me, and that I desire to have my title to said property quieted as against said defendants and each of them.

That the said action is now pending in the Superior Court of the County of Kern, State of California, and that the said Court has jurisdiction of said action and of said property.

That the said defendants are required to appear in said action within thirty days after the service upon them of this notice, exclusive of the day of such service, or judgment will be taken against them by default.

Dated this 1st day of October, 1907.

J. C. Welch

Attorney for Plaintiff.

Residence and Postoffice address, Bakersfield, California.

Filed at request of Plaintiff, Oct. 1st, 1907, at 9 o'clock A.M.

J. H. Lynch, County Clerk.

By [illegible] Deputy.

To the Superintendent Common Schools of Kern County, California.

To the Courtland Lumber Company and the Camp Manufacturing Company.

Take notice that on Wednesday the 5th day of July 1899 between the hours of ten o'clock A.M. and ten o'clock P.M. at the office of John N.Sebrell Jr., in the town of Courtland Va. I shall proceed to take the depositions of F.T.Hill and others to be read in evidence in my behalf in a certain suit in equity pending in the Circuit Court of Southampton County, styled Hill vs. Courtland Lumber Company et al. in which you are defendants and I am plaintiff. And if for any reason the said depositions be not commenced or if commenced be not concluded, the taking thereof shall be continued from day to day or to such time as shall be agreed on, at the same place or at such place as shall be agreed on, and between the same hours till the same shall be concluded.

Very respectfully.

Elizabeth P. Hill

By Counsel.

Elizabeth P. Keil

vs.

Camp Manfg Co
and Courtland Lumber Co

Answer of Camp
Manfg. Co.

The separate answer of the Camp Manufacturing Company- a corporation- chartered and doing business under the laws of the State of Va., whose chief office is in Isle of Wight County Va. to a bill in equity exhibited against it [redacted] the Courtland Lumber Company by Elizabeth P. Hill in the Circuit Court of Southampton County Va.

This defendant, now and at all times hereafter, saving and reserving to itself all benefit and advantages of exception which can or may be had or taken to the many errors, uncertainties and insufficiencies in the said bill contained, for answer there to or so much thereof as it is advised it is material or necessary for it to answer, this defendant answering saith, that sometime in the spring of 1899 this defendant bought from the said Courtland Lumber Company all its standing timber and the rights and privileges connected therewith, located in Southampton County Va, , and among other things the right of way for a timber Railroad across the place in the said County upon which the said Elizabeth P. Hill and her son Frank T. Hill reside and across the plce known as the Geo. Hill place ,on which the said Elizabeth P. Hill has a dower interest. At the time that this defendant bought the said property, they examined the records of the Clerk's office of the County Court of Southampton County and found recorded therein the conveyance from Elizabet P. Hill, Frank T. Hill and James T. Knight bearing date the 24th day of March, 1899, and acknowledged before J. T. Moore, J. P. on the 25th day of March, 1899; which deed is [redacted] that referred to by the plaintiff in her bill in this suit, and a copy of which she makes exhibit A, in her bill and asks that the defendant in this suit may be required to produce and discover the original deed referred to. This your defendant now does and files the original [redacted] deed with this, its answer. Your defendant further says that in addition to this said deed, that it found recorded in the said office a deed from Elizabeth P. Hill to J. E. Vincent & Co.

in which she conveys to the said J. E. Vincent & Co. certain st a standing timber therein described located upon the place in the said County, upon which she resides, commonly ~~known~~ throughout the papers in this suit as the (Home Place) together with a right of way across the said place for the purpose of running a timber road to convey to the Atlantic & Danville Railroad at Courtland the timber bought from the said place and any other timber whivh ~~they~~ might desire to convey over the said road. Your defendant was and is of the opinion that the right conveyed to the said J. E. Vincent & Co. in the said deed, (which rights were afterwards conveyed by the said J. E. Vincent & Co. to Gray & Bro. and by the said Gray & Bro. to the Courtland Lumber Company) gave the said Courtland Lumber Co. the right to use the right of way of the said Timber Road across the said , Home Place, as long as they might desire to do so for the purpose of hauling logs over the said Road, the limitation and time contained in the said deed referring only to the right to cut and remove the timber and in no wise qualifying the lenght of time that the right of way should be enjoyed. The original deed from J. E. Vincent & Co. thus referred to had been already alluded to by the Courtland Lumber Co. in its answer, which together with the deed to Gray &Bro. to the Courtland Lumber Co. was filed with the answer, and this defendant invites the inspection of the same by the Court for a confirmation of the opinion held by this defendant as above stated. Your defendant is further of the opinion that if there was any question as to the right to cross the said place under the terms of the said J. E. Vincent & Co.'s deed above referred to that that question was settled by the deed of March 24th 1899 from Elizabeth P. Hill Frank T. Hill and James T. Knight , above referred to, as that deed conveyed in distinct terms a right of way for two years from date thereof across the place upon which the said Frank T. Hill and Elizabeth P. Hill reside (known as the Home Place) for the term of two years from date of that deed. The said deed was signed by the, said parties, acknowledged

edged before the proper officer and duly recorded in the Clerk's office of the county Court of Southampton County, and the original deed shows no evidence whatever of any material interlineations or alteration, and there was absolutely no means of fraud put upon this defendant upon his guard as to any possible fraud or deceit in the provisions of the said deed, and your defendant is informed and believes that there was no fraud in its procurement, and that the said parties making the said deed were at this time that they made it fully cognizant of what they were conveying and that they did convey in that deed the right of way across the said ,(Home Place,) for two years from the date of the said deed. If there were any fraud in its procurement, your defendant has no knowledge of that fraud. It took the conveyance from the said Courtland Lumber Co. with all its rights and privileges connected with the standing timber in Southampton County, including the right of way in contention in this bill , with the records of the said County before it, which records show a clear and indisputable title to the said right of way for the Courtland Lumber Co. and they task this Court to protect them as innocent purchasers for value of the said right of way against interference on the part of the said Elizabeth P. Hill or any other person in their use and enjoyment of the same right of way for the term during which they have the right to use the same which have been before alluded to in the terms of the deed. This defendant denies most emphatically that the deed of March the 24th 1899 was procured by fraud or deceit as is said by the plaintiff in her bill, but on the contrary, state that from the best information that they can obtain that the said deed was submitted to Frank. T. Hill, the son and agent of the said plaintiff, on the day before it was signed and that he, the said Frank T. Hill, being fully competent to do so, carefully read all the provisions contained in the said deed, and fully understanding the same believes that he for himself and his mother, agreed to sign the said deed in consideration of the sum of $40.00, and that on the day following this agreement, the Courtland Lumber Co. paid the the said Elizabeth P.

Hill the said sum of $40.00 , and that the said Elizabeth P. Hill and Frank T. Hill signed the said deed when the same was in the their possession, and entirely from under their control and away from the presence of the Courtland Lumber Co. or any of its agents, or any other person excepting the said Frank T. Hill nad Elizabeth P. Hill, and that they were fully aware when they signed the said deed of all the provisions contained therein. Your defendant demands strict proof from the plaintiff of all charges of fraud set up in her said bill. Your defendant alleges that the said deed is the deed of the said Elizabeth P. Hill, and that it was obtained from her by fair and honest business methods and without fraud or deceit. Your defendant believes this claim has been set up by the said plaintiff simply for the purpose of trying to force them to pay more for the right of way , which has been already paid for, in order to keep from being annoyed and damaged by possible suspension of the use of that right of way, and that the said claim would never have been set up had the said Courtland Lumber Co. remained in the use and possession of the said right of way, and its officers and agents, who were fully and entirely familiar with the whole transaction above alluded to, remained in this section of the country. This defendant says that even should there have been any fraud in the procurement of the said deed that it is a matter that should be settled for by damages between the Courtland Lumber Co. and the said Elizabeth P. Hill, as the title to the said right of way is not in dispute, and merely the use and occupation of it for the term of years is disputed, and that your defendant having purchased the said right of way upon the strength and faith of the clear title of the Courtland Lumber Company as shown by the record above alluded to, should not be disturbed in the use of said right of way, as such disturbance would result in the almost entire suspension of all timber operations of the defendant in that section, thus throwing out of employment a large number of hands and seriously interfering with the operations of this Company

for Manufacturing timber at their plant in Isle of Wight County to the serious detriment of this defendant and of the whole community in which they reside. This defendant respectfully urges the Court that it will not allow the plaintiff in this suit, upon such a flimsy charge as is set up by her in her bill to thus interfere with, and damage, the interest of so large a number of people, including this defendant, and that the Court will therefore refuse to grant the injunction and dismiss the said bill at the cost of the said plaintiff.

And now, having fully answered the complainant's bill, and denying all unlawful combination and confederacy with therein charged this respondent prays hence to be dismissed with its reasonable costs in this behalf expended, and will ever pray,

Camp Manufacturing Company
by J. C. Parker, its Counsel

Virginia, Southampton County, to wit: This day personally appeared before me, the undersigned, a notary public for the county aforesaid, R. J. Camp, Secy & Treasurer R. J. Camp Manfg. Co. and made oath that the statements made in the foregoing answer, so far as made of his own knowledge, are true, and, so far as made upon knowledge or information derived from others, he believes them to be true.

Given under my hand this 27th of July 1899.

J. C. Edwards
Notary Public

Hill

vs

Carey Mfg. Co

Depositions of

Plaintiff

Copy for Court

The depositions of F.T.Hill and others taken before me, ,a commissioner in chancery for the Circuit Court of Southampton County,Virginia,pursuant to notice hereto annexed,at the office of John N.Sebrell Jr.,in the town of Courtland,Virginia,on the 5th day of July 1899,between the hours of ten A.M.and ten P.M.,to be read in evidence in behalf of Elizabeth P.Hill in a certain suit in equity,depending in the Circuit Court of Southampton County,wherein Elizabeth P. Hill is plaintiff and Courtland Lumber Company and Camp Manufacturing Company are defendants.

Present:

John N.Sebrell Jr.,Attorney for Plaintiff

Wm.Shands and J.C.Parker,Attorneys for Defendants.

The witness Elizabeth P.Hill being first duly sworn deposes and says,

Q.1. State your name,age residence,and do you know the parties to this suit?

A.1. Elizabeth P.Hill, 68, Southampton County, and am the plaintiff in this suit.

Q. 2. You have alleged in your bill that the Courtland Lumber Company sought to purchase from you a right of way over the tract of land known as the Geo.Hill tract and that a deed was written and signed by you without your knowledge of its contents,including a right of way over your Home tract as well as over the other. Please state who attended to this matter for you.

A. 2 Frank (my son) was the one I looked to.

Q. 3. State whether or not you intended to grant them a right of way over your Home tract?

A 3. No sir there was nothing said to me about the Home tract.

Q. 4 Did you read the deed which has been signed by you conveying as it purports to do a right of way over your Home tract?

A. 4 I did not.

Q. 5. Why did you not read it?.

A.5. They were in a hurry for me to sign. Frank brought the paper in and said there is no use to say anything about it as Jim Knight has done signed and I put my name to the paper.

Q. 6 State whether or not you knew that there was a provision in the paper which purported to convey a right of way over your Home tract?

A.6. No sir that I did'nt or I should not have signed it.

Q. 7 Can you read well Mrs. Hill?

A. 7 No Sir,very little I can read.

What did intend to grant when you signed that paper?

A. 8 The privilege to travel through the Geo.Hill tract.

Cross-Examination by defendants counsel.

+ Q.1. Where were you when you signed the deed which conveyed the right of way over your Home place to the Courtland Lumber Co.?

A. 1 Sitting in the dining room at the table.

+Q. 2 Who else was present?

A. 2 There was no one else in that room but Frank my son.

+ Q. 3. Did he bring the deed in for you to sign?

A. 3 Yes sir.

+ Q. 4. What did you do after signing it.

A. 4. I got up and stepped across the room to where Mr.Barrett and Moore were.

+ Q. 5 Were Mr.Barrett and Mr.Moore in the same room with you when you signed the paper.

A. 5 No sir.

+ Q 6 Where were they?

A. 6 They were in the chamber.

+ Q. 7 What did you do when you took the paper back to them.

A. 7 I did not do any thing.

+Q 8 Did you acknowledge your signature to that paper before Mr.Moore the justice of the Peace?

A. 8 He asked me if I acknowledged it and I told him yes.

+Q 9 Was that all that passed bewteen you.

A. 9 Yes
Q. I0 Did you then leave the room that they were in?
A. I0 They then told me good bye and went right out.
Q. II Did you have any conversation with Mr.Barrett that morning?
AII No sir.
+ Q I2 Was Mr.Barrett the representative of the Courtland Lumber Co.?
A I2 Now you ask me something I don't know.
+ Q.I3 Did you have any talk that morning with any other representative of the Courtland Lumber Co?
A. I3 No sir.
+ Q. I4 Then the Courtland Lumber Company nor any agent thereof made any representations to you as to what was in the paper that you signed did they?
A. I4 No sir.
+ Q. I5 Where did you get this piece of land from Mrs. Hill?
A. I5 My husband bought it from Mr.Gad Barrett and when he died he left it to me.
+ Q. I6 Did he leave it to you for your life or did he leave it to you in fee simple.
A. I6 He left it to me my life.
+ Q. I7 Did you not when I asked you the last question give as your answer before your answer was ready to be taken down in addition to what you have given above as your answer,that when your son Frank got in debt that you had to buy his interest in it?
A. I7 Yes sir.
+ Q. I8 Was Mr. Frank Hill's interest the reversion in fee simple after your death.
+ A. I8 It would have belonged to him when I died.
+ Q. I9 Do you not leave the management of that place almost entirely to your son Frank?
A. I9 He manages part and I part
+Q. 20 Which part do you manage and which part does he manage.
A. 20 We consult each other about it.
+ Q.2I Didn't you leave the whole negotiation of this matter with the Courtland Lumber Co.with your son.Frank?
A. 2I Yes sir.
+ Q. 22 If Mr. Frank Hill had have agreed with the Courtland Lumber Co for right of way across th is place.it would have been all right with you would it not.
A. 22 I don't know sir.
+ Q. 23 When Mr. Hill brought you this paper.I understood you to say that he told you it was all right?
A. 23 No I did not say that he told me it was all right.
+ Q. 24 What di d you say.
A. 24 Here is the paper for you to sign Jim Knight has done and signed it.
+ Q.25 Was that all he said.
A. 25 Yes sir.
+Q. 26 How long had Mr. Barrett and Mr. Moore been there when Mr. Hill brought you this paper?
9
A. 26 Not very long they had just come in and they asked them to take a seat and then handed them a paper I reckon.
+ Q.27 To whom was the money for this right of way paid.
A. 27 Paid to me by check.
+ Q.28 What did you do with the check?
A 28 I gave it to Frank to bring to Courtland.

Re-examination.

Q. I Was your son Frank attending to your business for you?

4

A. I Yes sir.
Q. 2 Were you relying on him to see that the deed was the proper one for you to sign or not.
A. I Yes sir.

And further this deponent saith not. E P Hill

The witness John N.Sebrell Sr.,being first duly sworn deposes and says as follows:

Q. I. State you name ,age residence and do you know the parties to this suit?
A. I John N.Sebrell Sr.,51,Courtland,and knew the parties.
Q. 2. What was your occupation on the 24th day of March 1899?
A. 2. Book-keeper for Courtland Lumber Company and W.T.Sears & Co.,
Q. 3 Do you remember writing a deed conveying a right of way across the trqct of land upon which Mrs. Elizabeth P.Hill resides to the Courtland Lumber Co?
A. 3 I remember writing a deed for Mr. Bob Barrett or rather at his request ~~of Mr.Barrett~~, for a right of way across the land of Mrs. Hill. The three parties who were granters in the deed were Mrs. Hill Mr.F.T.Hill and Mr.Knight,and the consideration was forty dollars. Mr.Barrett came to me that morning and asked me to write the deed and also asked me for the forty dollars which I gave him out of the safe.
Q' 4. Witness is here handed the original deed and is asked please sate if this is the deed you have reference to.
Yes sir it is the deed I wrote.
Q. 5. Was Mr. Barrett at that time representing the Courtland Lumber Company?
A. 5. He was acting for Mr.Sears who was president of the Courtland Lumber Co. He told me that Mr.Sears told him to ask me to give him the forty dollars.
Q. 6. Did you write the deed and give him the forty dollars on the same day?
A. 7 I think so.I am sure of it as I am of anything.
Q. 8 Was that the morning the deed was signed.
A. 8 I do not know when the deed was signed.

Cross--Examination

+ Q. I Do you remember what portion of the day was it when Mr.Barrett came to you?
A. I I do not remember but I think it was in the afternoon.
+ Q. 2 Did Mr. Barrett give you any written memorandum from which to prepare the deed
A. 2 I am sure he did not.
+ Q. 3 Do you know whether Mr.Barrett at the time he requested you to write the deed had been out to Mrs. Hill's or not.
A. 3. I do not Mr. Barrett was working over that way every day in the log woods.
+Q. 4 Did you write that porty of the eighth line in said deed in ~~the~~ which is contained the words " forty no/100 ($40.00)"
A. 4 I did not.
+ Q. 5. ~~I do not know~~ think it Mr.Sears'hand writing
+ Q. 6 Do you recall why you left that blank space in the deed when you wrote it.
A. 6 Mr.Barrett told me to write the deed and did not give the sum at that time I wrote the deed blank and he afterwards asked me for forty dollars for the Hill right of way.

And further this deponent saith not.

J N Sebrell, Sr

The witness F.T.Hill being first duly sworn deposes as follows:

Q.1 State your name,age,residence,and do you know the parties to this suit.

A. 1 Frank T.Hill.45. Southampton County,son of the plaintiff and know the parites.

Q. 2. Please state whether you were acting as agent for your mother in the matter of the right of way whcih she granted to the Courtland Lumber Co,for right of way over the Geo.Hill tract of land?

A. 2 I was.

Q. 3 A deed bearing your signature,as well as that of your mother has been exhibited and contains a grant of right of way over the tract of land on which your mother resides as well as over the Geo.Hill tract,please state if you have any knowledge of signing any deed which had any such provision in it.

A. 3 I have no knowledge of signing any such deed.

Did you make any agreement with the Courtland Lumber Company as agent for your mother, for a right of way over any land and ifso over what land?

A. 4. I did make an agreement with them for a right of way over the George Hill tract.

Q. 5. What was the consideration for this grant.

A. 5 Forty dollars.

Q. 6 Who made the arrangements for the contract with the Courtland Lumber Company,you or your mother?

A. 6 I.

Q. 7 What was said by either you or the Courtland Lumber Company about right of way of the Home tract?

A. 7 Nothing was ever said to me about the right of way over home tract.

Q. 8 Was the forty dollars to be paid for right of way over the Geo. Hill tract alone.

A. 8 Yes sir.

Q. 9 Why did you sign a deed which contained a clause conveying a right of way over the Home tract if you did not wish to convey same.

A' 9 Mr. Barrett come to our house the day before the contract was signed with a contract and went up to the Geo.Hill place He pulled out the contract and showed it to me for me to read. and it was for the Geo.Hill place alone.

Q. 10. How do you know it was for the Geo.Hill place alone?

A. 10 I read it.

Q. 11 Can you say positively that there was no grant of a right of way over the Home place in the deed that he then showed to you.

A. 11 I can sir.

Q. 12 Why did you not sign the deed then.

A. 12 He said he wanted to bring it back to show to Bill Sears to see if he would agree to the amount I said we would take.

Q' 13 How long was it after this that you signed the deed?

A. 13 Next day.

Q. 14 Did you read the deed which he brought the next day?

A 14 No sir.

Q. 15 Why not?

A. 15 Mr. Knight had already signed it and I thought it was the same contract that he had brought the day before and he represented it to be the same.

Q. 16 Who represented it to be the same.

A. 16 Bob Barrett.

Q. 17 Did your mother read the deed when you carried it to her for her signature?

A. 17 No sir.

Q. 18 Do I understand you to say that Mr.Barrett came one day and showed you a contract which provided for a right of way over the Geo.Hill

tract and which contained no clause about the Home tract, and that you agreed to that contract and that he took the same away with him for the purpose as he said of showing it to Mr. Sears and that the next day he returned and presented you another contract which he represented to be as the identical contract he had shown you on the preceding day and that you signed same and got your mother to sign same thinking that it was the same deed as shown you on the preceding day?

Objected to on the ground that it is leading.

A. I8 Yes sir.

Q. I9 Had you known that the deed contained a clause conveying right of way over the Home tract what would you have done about signing it?

A. I9 I would not have signed it.

Q. 20 What would you have done about advising your mother to sign it?

A. 2I I would have asked her not to sign it.

Q. 22 Had you ever had any talk with the Courtland or any of its officers, agents, or employees about a right of way over the Home tract.

A. 22 No sir.

Q. 23 State whether or not J.E. Vincent & Co., own any land or timber in the neighborhood of the Home tract or whether the Camp Manufacturing Company are hauling any timber from any of the lands of J.E. Vincent & Company of their assignees.

A. 23 They own none that I know of, and the Camp Manufacturing are hauling none across there (of the Vincent timber I mean).

Q. 24 What was the intention of the parties to the deed to Vincent & Company as to the length of time they should have to use a right of way across the Home tract.

Question objected to on the ground that the deed is the best evidence and because verbal testimony cannot be introduced to qualify a written instrument.

A. 24 Five years.

Cross Examination

Q. I. Did you go up to the Geo Hill place with Mr. Barrett on the first morning that you spoke of?

A. I Twas not in the morning but I went up there with him in the afternoon.

Q. 2 Was that the time that he showed you the contract that you said you read.

A. 2 Yes.

Q. 4 Where were you when he showed you the contract?

A. 4 Up there on the right of way.

Q. 5 Had you agreed to the price of the right of way before he showed you the contract.

A. 5 No sir.

Q. 6 Was the contract that he showed you written with type writer or with pen and ink.

A. 6 Pen and ink.

Q. 7 What sort of paper was it written on.

A. 7 Legal cap I think.

Q. 8 Could you read it easily?

A. 8 Yes sir.

Q. 9 Do you know whose hand writing it was?

A. 9 I thought it was Mr. Willie Shands! It was mighty straight up.

Q. I0 Do you remember how much of the page it filled up?

A. I0 I do not.

Q. II Was it a complete contract, that is were there any blank spaces in it.

A. II There was one blank place in where the amount of money was to be put in

#Q
#Q I2 Was that all the blank spaces?
A. I2 All that I remember.
#Q. I3 What was the date of the paper that you read?
A. I do not remember.
#Q. I4 Was it dated the day that you read it?
A. I do not remember.
#Q. I5 Who was with you when Mr.Barrett gave you that contract?
A. Jim Knight and Charlie Dickens.
#Q. I6 Did they read it.
A. Jim Knight did but I do not think Dickens did.
#Q. I7 Is this the paper that Mr. Barrett showed you on the first day? (Witness is here shown the original deed which was recorded in the Clerk's office of Southampton County,and which is alleged in bill to be fraudulent.)
A. It is not.
#Q. I8 Whose hand writing is that?(meaning same paper above referred to)
A. I think it is that of Mr.John Sebrell Sr.
#Q. I9 Who gave you this deed the day it was signed.
A. Bob Barrett
#Q. 20 Did he request you to read it.
A. No sir.
#Q. 2I Who was present when he gave it to you.
A Joe.Moore,Justice of the peace.
#Q. 22 Did you look at it at all?
A. I opened it and started to read it but saw Jim Knight had signed and took it in to the other room to mother told her that Jim Knight had signed it and for her to sign it.
#Q. 23 You have stated that the paper first shown you by Mr.Barrett was written in a little straight up hand and that you thought it was Mr.Shands' writing,while you also stated that the deed that you signed next day is in your opinion the writing of Mr.John Sebrell Sr.why can you so readily see a difference in the two papers today and yet did not detect it on the day that you signed this paper though you opened it and started to read it?
A. I did not read a word on the paper the day I signed it I just opened it and saw that Mr.Knight had signed it in a large black hand writing and that attracted my attention.
#Q. 24. When Mr. Barrett handed you this paper where did you take it and sign it.
A. In the dining room. My mother signed ###### there I may have signed it in the room where Mr.Barrett and Mr.Moore were.I do not remember
#Q. 25 Was the room where your mother signed it in where Mr.Barrett and Mr.Moore were at that time.
A. No sir.
Where were they at that time?
A. In the chamber.
#Q.27 Did you them come and acknowledge it before Mr.Moore. ###.
A. Yes mother come in that room and acknowledged it before Mr.Moore

Re - Examination.

Q.I Did you rely on the representation of Mr.Barrett that the contract you signed was the same as the one shown you on the day before? and if so did this fact have any thing to do with your not being particular to read the contract before signing.
Objected to as leading
A. Yes I did rely on them and it was the confidence that I had in him that made be not particular.

And further this deponent saith not.

E. J. Sill

The witness Thos. Vaughan being first duly sworn deposes as follows:

Q.I. State you name age,residence and do you know the parties to this suit.

A. Thomas Vaughan. 41. Southampton County,and know the parties to this suit.

Q.2. What connection if any have you had with the granting of a right of way by Mrs. Hill to the Courtland Lumber Company?

A. At the request of Mrs. Hill through Mr.F.T.Hill I went to see what should be paid for a right of way through the field.

Q. 2 What field?

A. A portion of the Geo.Hill tract.

Who went with you.

Q. Mr. Hill

Q. 5 What did you consider a fair value for the right?

A. Seventy five dollars.

Q. 6 Was this before or after Mrs. Hill had granted the right of way over that tract? Ans. Before.

Have you heard Mr. Sears,the president of the Courtland Lumber make any statements reggrding the right of way over the George Hill tract?

A. No sir,except when I appraached with reference to the matter he told me he had sold out to the Camp Manufacturing Company.

Q. 9 Was this before or after Mrs. Hill had given her deed conveying the right of way?

A. Before.

Cross- Examination.

Q. I Give as near as you can the date when you saw Mr.Sears and had that conversation with him.

A. I do not even recollect what month it was in.

Q. 2 What was the date when Mr.Hill and Mrs. Hillexecuted the deed for the right of way across the George Hill farm and the Home tract?

A. I do not know because I do not know when that deed was made but know it was some time after he told me they had sold out.

Q. What was the date when you went on the Geo.Hill farm to examine the proposed right of way?

A I think it was some time in April.

Q. You are quite intimate with Mr.&.Mrs.Hill are you not.

A. Yes sir.

And further this deponent saith not.

Thos. Vaughan

The witness Charles Dickens being duly sworn deposes and says

Q. I State your name age,residence,occupation and do you know the parties to this suit.

A. Charles Dickens,28. Southampton County,Farmer,and know the parties to this suit.

Q. 2 What connection did you have with the matter of the right of way over the Geo.Hill tract?

A. At the request of Mr.Hill I went to see what would be a fair vaule for a right of way across the Geo.Hill tract I told him I thought it was worth $75 or $80.

Q.2 Who went with you.

A Mr. Hill Mr.Barrett and Mr.Knight
Q. Did Mr.Barrett knew what you were there for?
A. Yes sir.
Q. Did he hear you say what you thought a fair value for the right of way.
A. Yes sir.
Was anything said about a right of way over Mrs.Hill's Home tract?
A. Nosir.
Q. Did you see any papers exhibited or read by any body if so what and by whom?
A. I saw Mr. Barrett have a paper and saw him give it to Mr.Hill
Q. Do you know what was in the paper. Ans. No sir.
Q Do you know whether J.E.Vincent & Co own any land or timber in the neighborhood of the right of way?
A. I do not sir.

Cross examination.

Q. What was the date when you went up there to look at the right of way,was it April,May,or March.
I would not be positive Mr.Shands but I think it was the latter part of March.
Q. What relation are you to Mr.Frank Hill?
A. He married my sister.

And further this deponent saith not.

C.W. Dickens

By consent of parties the further taking of these depositions is continued till

Saturday Mch 26. 1899.

20r	L. L. Maury Cr.		
	By Cash	2 90	
67	W. T. Sears		
	Paid L. L. Maury, Insurance	33 15	
65	Geo. W. Howell		
	Ins. pd L. L. Maury	16 80	
66	C. L. Co		
	paid Wm Shands a/c	116 00	
20	Wm Shands Cr		
	By a/c in full	70 49	
	Lumber returned Geo Howell a/c	3 00	73 49
			70 49
65	Geo. W. Howell Dr		
	To paid Wm Shands	2 80	
	~~C. L. Co. Cr~~		
	~~By 1365 ft Lr~~		
	C. L. Co		
66	Check to E. B. Hill for right of way across Mrs Geo. Hill & J. D. Knights Land for 2 years	40 00	
179	J. G. Williams Cr.		
	By Cash for wagon	15 00	

168	J. W. Ridley Cr in settlement	29 68
	(Deduct 5 22/100 on Lumber)	
	" 4 57/100 " "	
	Cash 1 69/100	
	Chg C. L. Co. 18 00/100 – 29.68	
66	C. L. Co. To paid J. W. Ridley Hauling Logs.	18.00

The depositions of John N.Sebrell,and James T.Knight taken this 25th day of July 1899 in the office of John N.Sebrell Jr. at Courtland, Va.,Pursuant to agreement between counsel for plaintiff and defendants ~~&~~ to be read as evidence in behalf of the plaintiff in the chancery suit of Hill vs.Courtland Lumber Company and Camp Manufacturing Company.

Present:

Wm.Shands and Jno.C.Parker counsel for defendants.

John N.Sebrell Jr.,counsel for plaintiff.

The witness John N.Sebrell being duly sworn deposes and says as follows.

You have stated in your testimony given in this ~~&~~ suit on the 5th day of July 1899 that you were on the 24th day of March 1899,book-keeper for the Courtland Lumber Company and for W.T. Sears & Company,will you please state whether as such book-keeper you made any entry of any check paid Mrs.E.P.Hill for the right of way through any of her lands,and if so will you please say what entry was made by you.

A. My recollection is that I made an entry there that I paid her ~~[illegible]~~ forty dollars for that purpose.But I do not remember whether the entry was made on the 24th or not. ~~[illegible]~~

Q. Counsel for plaintiff here introduces,copy of page 383 of the Day Book of W.T.Sears & Co.,showing entry above referred to which is agreed by counsel for plaintiff and defendant shall be read as evidence.

Q. Will you please state whether the entry on page 383 of the book which is now shown you (the day book above referred to being now handed witness) was tye original entry of said transaction. I mean the entry having regard to check paid Mrs.Hill for right of way.)

A. It was the entry that was made by me when the check was passed. And it appears from this book that it was made on ~~[illegible]~~26th 1899. I heard Mr.Barrett told,in his testimony that the check was paid by Mr.W.T.Sears,but all ~~[illegible]~~ the transactions passed through my hands as book-keeper and

cashier of the Courtland Lumber Co.,and W.T.Sears & Co. Mr.W.T. Sears had to sign all the checks if he was present. He was president of the Courtland Lumber Co.and senior member of W.T. Sears & Co.,and after his signatures to the checks they were passed to me for entry.

Cross examination

Q. You stated in your first deposition given in this cause upon examination in chief that when you wrote the deed for Mr.Barrett that he,Mr.Barrett,asked you for the forty dollars which you gave him out of the safe,your memory was at fault when you made that statement was it not?

A. No it was not at fault I mean that every check and check book was in the safe and was taken out by me and given to Mr.Barrett.

Q. Then when you said that you gave him the forty dollars out of the safe you meant that you gave him a check out of a check book that was or had been in the safe?

A. I meant that I delivered him forty dollars,whether it was in currency or by check I did not remember till I saw the entry here on the book just now.

How much of the check if any did you write?

A. It is possible that I did not write any of the check Mr.Sears may have written it all,but he got the check from me,if he did write it,and after writing it gave it back to me to be entered

Then Mr.Sears was in Courtland the day you gave Mr.Barrett the check.

A. I presume he was if he signed the check. Some times when he was away Mr.Newell signed the checks. I am inclined to think Mr.Sears was here on that day as he filled up the blank in the deed which was alluded to in my former deposition.

And further this deponent saith not.

J W Debrell

James T.Knight.

The witness being first duly sworn deposes and says:

Mr.R.H.Barrett in his depositien given in this suit has said that you were present with him at Mr.Hill's house,on the day he went there to get deed arranged for right of way across the the George Hill tract,will you please state whether the deed which Mr.Barrett had was shown by him to Mr.or Mrs. Hill?

A. I do not think it was there then,no sir.

Q. Were you present with Mr.Hill all the time Mr.Barret was there on that day.

A. Yes sir. All the time he was at Mr. Hill's house.

Mr. Barret said that he gave the deed to Mr.Hill at his house that day and that he th ught Mr.Hill read it carefully,is that correct or not.

A. No sir.

Cross examination.

Q. You stated in your former depositien in this case that after you went up to the Geo.Hill place and came back thatMr. Hill and Mr.Barret went off from you and others about thirty yards and that you saw Mr.Barrett give Mr.Hill a paper and that Mr.Hill read it,and that they agreed as you thought,where were you when this happened.

A. Up on the George Hill land.

Q. What paper was it that Mr.Barrett gave to Mr.Hill and Mr. Hill read?

A. I thought it was the deed that I read partially going out there but could not tell about that.

Q. Then you think that Mr.Barret did give the deed to Mr.Hill to read and the difference in your recolections is that you think he gave it to Mr.Hill to read while you were up on the Geo.Hill place,while Mr.Barret thinks that they down at the home place when he gave it to Mr.Hill to read.Is that correct?

A. I do not know what Mr.Barrett thinks but that it what I think it was at the George Hill place.

And farther this deponent saith not.

Jas. T. Knight

This Deed made and entered into this 24th day March 1899 between Frank T. Hill, Elizabeth Hill and Jas T. Knight of the first part and the Courtland Lumber Co. of second part. Witnesseth that for and in Consideration of the sum of Forty no/100 ($40.00) Dollars paid the parties of the first part by the parties of the second part, the receipt of which is hereby acknowledged, the parties of the first part do grant and convey with general warranty for the period of two years from the above date, a right of way across the lands known as the George Hill Tract, for a Rail Road, Tramroads and Cartways for the purpose of hauling logs.

And the said Frank T. Hill and Elizabeth Hill also grant & convey a right of way for said purposes across the lands upon which they now reside.

Witness following signatures & seals

F T Hill (Seal)

Elizabeth T Hill (Seal)

Jas T Knight (Seal)

Virginia
County of Southampton, to-wit

I, J. T. Moore, a Justice of the Peace for County and State aforesaid do certify that F. T. Hill, Elizabeth P. Hill and James T. Knight whose names are signed to the above ~~writing~~ dated 24th day of March 1899 personally appeared before me in my said County and ~~acknowledged~~ the same

Given under my hand this 26th day March 1899. J. T. Moore J.P.

Hill & others
To
Deed
Deed of Trust &c.
1899. March 27. Rec'd & R'd

Recorded in
D.B. #43 - page 533
Examined

$1.20 paid

Virginia
In the Clerk's office of Southampton County Court. March 27th 1899.
This deed was presented and with certificate annexed admitted to record
Teste

Gray & Bro
To. 3333 Deed
Courtland Lumber Co.
1897. Jany 18

Recorded D.B # 44-
Page 390-
Gebit Index 703-185-
15.10.
1.62
16.72 paid

Prince & McLemore
Attorneys

THIS DEED, Made this 12th day of January 1897, by and between E.L.Gray and J.D.Gray partners trading as E.L.Gray & Bro., of the County of Southampton Virginia, parties of the first part, and The COURTLAND LUMBER COMPANY, a Corporation, existing and doing business under the laws of the Stat of Virginia, of the second part, WITNESSETH: That for and in consideration of the sum of FIFTEEN THOUSAND DOLLARS, paid and secured to be paid to the parties of the first part by the party of the second part, they do hereby grant bargain and sell unto the said party of the second part with general warranty, the following property, to-wit:

1st. All of the standing pine timber on the tract of land purchased from T.R.Pond & wife, by E.L.Gray by deed dated 3rd day of March 1896, and duly recorded, and by the said E.L.Gray conveyed to E.L.Gray & Bro. by deed of same date herwwith. by subsequent deed dated 6th day of July 1896, not yet recorded.

2nd. All of the standing timber purchased by said E.L.Gray from J.L. Coggsdale and wife by deed dated 16th day of June 1896, which deed is duly recorded, and by the said E.L.Gray conveyed to E.L.Gray & Bro, by deed of even date herewith.

3rd. All of the interest which the said grantors may have in the tract of timber purchased by E.L.Gray from R. L. Worrell, by deed dated 3rd day of March 1896, and duly recorded, said tract of timber having been purchased by the thousand, and $250. paid on the same by the said Gray, who has this day conveyed his interest therein to said grantors by the deed before mentioned which is admitted to record same day with this deed, to which as to all of the deeds hereinbefore mentioned, reference is hereby made for any and all purposes.

4th. All of the standing timber purchased by J.E.Vincent & Co., from Mrs. Elizabeth Hill and others, by deed dated 17th day of April 1894, and duly recorded in the Clerk's Office of Southampton County, same having been sold by said J.E.Vincent & Co., to grantors herein, by deed dated 1st day of June 1896, and duly recorded D.B.# [illegible] P205.

5th. All of the standing timber on the tract of land bought from Jas. T. Knight by J.E.Vincent & Co., by deed dated 7th day of March I896, and by said J.E.Vincent & Co., sold to E.L.Gray & Bro., by deed dated 1st day of June I896, and duly recorded as aforesaid.

6th. All of the standing timber on the two tracts of land bought from B.F. Knight Jr., by J.E.Vincent & Co., by deeds dated 20th day of November I895, and 20th day of Novemb I895, and duly recorded, same having been conveyed to said grantors by deed from J.E.Vincent & Co., recorded as aforesaid.

7th. All of the standing timber on the tract of land of Elijah G. Joyner purchased by J.E.Vincent & Co., by deed dated 26th day of October I895, and by said J.E.Vincent & Co., conveyed to E.L.Gray & Bro., by the deed herein before described.

8th. All of the standing timber on the tract of land of C.W.Dicken purchased by grantors by deed dated 31st day of October I896, and duly recorded in Southampton County Court, D.B. # 44, P 314.

9th. All of the timber on the tract of land, or tracts of land purchased from R.Howard by deed to J.E.Vincent & Co., dated 13th day of January I896, and by them conveyed to said grantors by deed of 1st day of June I896.

I0th. All of the standing timber on the tract of land purchased from S.T.Pope by J.E.Vincent & Co., by deed dated 7th day of March I896, and by them conveyed to grantors by deed aforesaid.

IIth. All of the standing timber on the tracts of land, as purchased from W.J.& Robert Story, by J.E.Vincent & Co., by deed dated 27th day of April I894, and duly recorded, and by said J.E.Vincent & Co., conveyed to said grantors, as aforesaid. To which deed and to all of the other deeds herein referred to, reference is hereby made for any and all purposes, it being the purpose of this deed to convey such rights as the grantors may have in the standing timber on all of the tracts of land above mentioned, and also all rights of way, and other privileges granted to them

ed to the said parties of the first part,in the deeds to them,as fully and effectually as though the said rights were setforth at length in this conveyance. The timber on the tract of land owned by S.T.Pope,was purchased by the thousand,and $25. was advanced on same by grantors,and it is their purpose to convey such interest as they have acquired by the said payment,and grantee shall assume the unpaid balance. It is also agreed that the deferred payments due on the Elizabeth Hill tract,and on the T.B.Pond tract,are to be paid by the grantee herein,but as to these two,provision shall be made by the said Gray & Bro.in the deed of Trust to them of even date herwith, by deducting from the gross amount of the sale the amount unpaid payment, to wit: $1066.66 - executing note for the other deferred payment

Also One 8 inch Sylinder steam Locomotive and tender,complete with all of the machinery and tools, connected with same,recently purchased by grantors from J.E.Vincent & Co.,and by them purchased from Baldwin Locomotive works,of Philadelphia,Pa., (the right to use said Locomotive for the 90 days next following is reserved to said grantors but they

Also Eight cars used by the said grantors in logging their mill,with the tricks and appliances connected with said cars,including the Crossing over the A.& D. Railroad,which last named cars and crossing is for the additional consideration of $100. to be secured in the deed of trust to said grantors herein,or their Trustee.

Witness the following signatures and seals this 12th day of January 1897.

E K Gray ----------(seal)

J & Gray ----------(seal)

E K Gray Trust ----------(seal)

look for Deed
C H Dickens

Hill
to
J. E. Vincent & Co

Contract or Deed

1894 April 9. Read & AR

Apl 19

Examined

Recorded DB 48
Page 219

2.25 - Paid

J. B. LIPPINCOTT COMPANY,
Booksellers and Stationers,
Philadelphia, Pa.

This Deed made and entered into this
the 17th day of April 1894 by and between
Elizabeth T. Hill of the County of Southampton and
State of Virginia, of the one part and J. E. Vincent
& E. L. Gray trading as J. E. Vincent & Co of the second
part Witnesseth: That for and in consideration of
the sum of One Thousand Dollars to be paid by the
parties of the second part to the said Elizabeth T.
Hill the grantee as herein after to be mentioned she
doth grant bargain sell & convey with general war-
ranty unto the said parties of the second part the fol-
lowing property to wit: All the standing green pine timber of
every description down to twelve inches in diameter
on the stump, on the tract of land upon which T.
T. Hill now resides, containing by estimation 436
acres and bounded West by the lands of Elijah
Joyner, North by the lands of Richard Whitehead
& the lands of Edwin T. Story & his brothers, South &
East by the lands of J. B. Pope's Estate. - And in con-
sideration of the sale aforesaid the said J. E. Vincent
& Co agree to pay One third of the purchase price for
said timber Cash when this deed is signed & acknowledged,
One third when they begin to cut the said timber, and
the remaining One third when the timber is one half cut.
And it is furthermore agreed between the parties
that the grantees herein shall have & the extension right of way
across the said tract of land for the purpose of cutting
removing the timber herein conveyed, and of cutting &
removing the timber from any other tract of land that
may be owned by the grantees, also the right to cut
ties or other timber necessary to be used in constructing
a rail way or tram road across the said land without
charge therefor. The grantees shall also have the right
to erect all such mills, machinery, shed or other houses

on the said Farm as they may desire & shall also have the right to remove the same at their pleasure.

It is also further agreed that the grantees shall have five years in which to cut & remove the timber herein conveyed.

And B. E. Worrell who holds a deed of trust on the property herein conveyed, consents to this sale, (it being agreed between all the parties hereto that the purchase price for the said timber shall be paid to him). as is evidenced by his signing this deed.

Witness the following Signatures & Seals.

Witness:
J. J. Dickens
W. H. Ferguson

Elizabeth P. Hill (Seal)
Benj. E. Worrell (Seal)
(Seal)

J. L. McLemore Attorney for messrs Bain & Co. and S. T. Pully & Co. who have sued out attachments against the property conveyed in this deed, consents to the sale of the timber as set forth in the above deed provided the money is paid to Mr. B. E. Worrell.

April 17. 1894

J. L. McLemore Attorney
for Bain & Co & S. T. Pully & Co.

Southampton Co to wit

Personally appeared before me R. F. Barham a justice of the said County B. E. Worrell whose name is signed to the above writing bearing date the 17th of April 1894 and acknowledged the same before me in my County aforesaid Given under my hand this 18th day of April 1894

R. F. Barham J. P.

Knights Ld

To

Truckee

25.00

Recorded in O B No. 44

Page 139.

1500.00
750.00
250.00

150
200
250

Exam

This deed made this 7th. day of Mch. A.D. 1896 between J. T. Knight of the Co. of Soampton, grantor of the first part, and E. L. Gray J. E. Vincent & J. D. Gray partners trading and doing business as J. E. Vincent & Co. of the second part Witnesseth that in consideration of the sum of Four Hundred & Twenty five Dollars, Cash in hand paid, receipt of which is hereby acknowledged, The said J. T. Knight, does grant unto the said J E Vincent & Co. With general Warranty all the pine timber down to 12 inches on stump on the tract of land of grantor lying in Soampton Co. containing 543 acres more or less, excepting portion lying West of lane running from the dwelling house north to County road leading to Carrsland, and from said dwelling down lane to point on Thomas Pope land in a Southern direction. It being the same land grantor now resides on, which was purchased of G. E. Hill Est. Known as the Geo. E. Hill farm.
It is agreed that grantees shall have right of Way across said farm to Cut & Remove this or any other timber of grantees and shall have four years to Cut & Remove same also right to erect Houses any more same at Will and enough live timber to cross the said

farm.

It is also agreed that parties of second part shall be responsible for all damage to Crops or Fences of grantor, Caused by their negligence or Carelessness in operating the Locomotive.

And J. L. Barham who holds deed of on this property Consents to this sale, as is evidenced by his signing the deed.

Witness the following signatures & seals

J. T. Knight (Seal)

J. L. Barham (Seal)

Hill

vs

Iowa Dress

Comb Mfg Co

To be entered

Oct 3rd Term 1900

Robert Ramsey

11 Entered 327

Elizabeth P. Hill

vs

Courtland Lumber Company and Camp Manufacturing Company

This day this cause come on to be heard on the plaintiff's bill and exhibits filed therewith. answers of defendants & exhibits filed therewith and depositions of witnesses, and was argued by counsel. On Consideration whereof, the court doth adjudge, order and decree that said bill be dismissed, and that the ~~plaintiff~~ defendants recover of the complainant ^ the costs of this suit. And leave is hereby granted the defendants to withdraw from the papers in this cause the following ~~exhibits~~ conveyances, exhibits, filed by them leaving duly certified copies of same in this cause; namely; Hill Mathes To The Courtland Lumber Co; Gray & Bro To Courtland Lumber Co; Hill To J.E. Vincent Bro. J.T. Knight To Vincent; and there being nothing further to be done in this cause ordered that the same be removed from the docket.—

CIRCUIT COURT of SOUTHAMPTON COUNTY STATE of VIRGINIA.	ELIXABETH P. HILL v.s. COURTLAND LUMBER COMPANY and CAMP MANUFACTURING CO.

Depositions of

J. T. Knight,

R. H. Barrett,

J. T. Moore.

PRESENT

William Shands,	Counsel for Defendant,
Jno. C. Parker,	Counsel for Defendant,
Jno. N. Sebrell, Jr.,	Counsel for Plaintiff.

Copy for the Court.

ELIZABETH P. HILL - - -	
-o vs -o	CIRCUIT COURT of
COURTLAND LUMBER CO.and	SOUTHAMPTON COUNTY,
CAMP MANUFACTURING CO.	STATE of VIRGINIA.

Pursuant to Adjournment the further taking of these Depositions was this day commenced before Claud J. Edwards, Notary Public, in the county of Southampton, state of Virginia at the office of Jno. C. Parker, in the town of Franklin, on this 18th day of July 1899.

PRESENT:

Jno. C. Parker, Counsel for Defendant.
William Shands, Counsel for Defendant.
Jno. N. Sebrell,Jr., Counsel for Plaintiff.

o- ---o--- ---o--- -o

The witness, Jas. T. Knight, being first duly sworn deposes as follows:

Question- What is your name, age, occupation, residence, and do you know the parties to this suit?

Answer- Jas. T. Knight, age 31 years, merchant and farmer, Courtland, Virginia. I know the parties to this suit.

What interest have you in the "George Hill" tract of land and described as such in this suit?

There is two-thirds of it belonging to me now; the other third Mrs. Elizabeth P. Hill has a dower right for her life-time, then it is mine.

Then I understand you own the entire property in fee simple subject to a dower right of Mrs. E. P. Hill.

Yes, sir. That is right.

Please state what transaction has been had between you and the Courtland Lumber Company regarding the sale or a right of way to said C.L.Co.across the George Hill tract of land.

I sold to J. E. Vincent & Co. and it was afterwards transferred to Courtland Lumber Co. Of course, I only sold my two-thirds; had nothing to do with the other part of it. They were to have right to haul beyond there and have four years on the land to cut and remove the timber.

State if you remember whether any agreement was reached as to the

Did you ever go with the Courtland Lumber Co.or any of its agents or officers to drill right or way to the Courtland Lumber Co.across the tract of land in question?

Yes,sir. I went with Mr. Bob Barrett; he asked me to go with him.

Please state what conversation was had.

We first went to Mrs. Mills' and Mr. Barrett told Mr. Mill what his business was. We had Mr. C.W.Dickens up there as an appraiser of the value of what the damages were. He asked me to act with Mr. Dickens. I told him I had nothing to do with it.

Did you go with them?

We walked up the right of way and back. I think back and forth was atleast half a mile.

What was done when you went on the Geo. Mill tract?

They were talking about agreeing on a price for crossing there all the way up and Mr. Mill seemed to want more than Mr. Barrett could pay, or was allowed to pay at that time. After we went up and came back Mr. Mill and Mr. Barrett went off from us about thirty or forty yards, I suppose, and I saw Mr. Barrett give Mr. Mill a paper and he read it, and I think, agreed. I don't know anything about that.

What was the purpose of the parties in going up on this Geo. Mill tract?

Well, Mr. Barrett told me the object was to agree on a price for crossing that dower land.

State if you remember whether any agreement was reached as to the whole thing.

What you had heard from the conversation had between you, Mr. Barrett
rice of the right of way across that land between Mr. Barrett and Mr.Hill?
Mr. Barrett told me when we were coming back that they had agree on
Forty Dollars, but he could not close the deal himself; he would have
to carry it back to Mr. Sears and see if he would agree to that price.
Forty Dollars for what?
My idea was for crossing that place. Nothing was said in my presence
about anything else. I had no idea nothing else was to be done. That
is all I was told any thing about.
Who requested you tomgo up there?
Mr. Barrett asked me to go.
State what purpose he said he wanted you to go for, if any.
He wanted me to go up there with him and if he came to a bargain he
wanted me to sign my intrest away in the Hill dower, or intrest that
I might have at any time.
Have you any intrest in the tract or land upon which Mrs. Hill resides?
None whatever.
Have you any interest in the result of this suit?
Nothing at all.
You stated that you saw Mr. Barrett give Mr. Hill a paper. Do you
know what that paper is for, if so, what?
I think it was a deed conveying her right there to cross for two years.
Was that paper exhibited to you at any time on that day?
Yes, sir. While we were going up there I read part of it. Didnot read
the whole thing.
(objected to on the ground that it ask the opinion
of witness concerning a matter of contract between the parties
at suit)

Did you ever go with the Courtland Lumber Co.or any of its agents or
officers to sell right of way to the Courtland Lumber Co.across the
tract of land in question?
Yes,sir. I went with Mr. Bob Barrett; he asked me to go with him.
Please state what conversation was had.
We first went to Mrs. Hills' and Mr. Barrett told Mr. Hill what his
business was. He had Mr. G.W.Dickens up there as an appraiser of the
value of what the damages were. He asked me to act with Mr. Dickens.
I told him I had nothing to do with it.
Did you go with them?
We walked up the right of way and back. I think back and forth was
atleast half a mile.
What was done when you went on the 6oo. Hill tract?
They were talking about agreeing on a price for crossing there all
the way up and Mr. Hill seemed to want more than Mr. Barrett could
pay, or was allowed to pay at that time. After we went up and came
back Mr. Hill and Mr. Barrett went off from us about thirty or forty
yards. I supposed, and I saw Mr. Barrett give Mr. Hill a paper and he
read it, and I think, agreed. I don't know anything about that.
What was the purpose of the parties in going up on this 6oo. Hill tract?
Well. Mr. Barrett told me the object was to agree on a price for
crossing that dower land.
State if you remember whether any agreement was reached as to the

What you had heard from the conversation had between you, Mr. Barrett and Mr. Mill what did you think the deed contained?

Answer. I thought it conveyed their interest in the Geo.Mill dower.

(answer objected to on the ground that it ask for the opinion of the witness and not for facts within his knowledge.)

What statement, if any, did Mr. Barrett make to you for having the Geo. Mill tract put in agreement having been arrived at between himself as agent for the C.L.Co.and Mr. Mill.

He told me they had agreed on Forty Dollars.

Forty Dollars for what?

He told me for crossing that place there.

Was any thing said about the home tract?

Nothing mentioned of it, never heard a word of it.

Why was the contract not signed on that day?

Well, Mr. Barrett did not have the right to close it I think. I am under impression that Mr. Sears thought he would get it a great deal cheaper than that.

Did he tell you that he was going back and see Mr. Sears or that Mill had agreed at Forty Dollars as his lowest figure but contract had not been closed?

He told me he had gotten Mr. Mill down as low as he could and that was Forty Dollars and he would have to take it back for Mr. Sears to act on.

What do you consider a fair price for a right of way across the George Mill tract?

(question objected to on the ground that it ask the opinion of witness concerning a matter of contract between the parties at suit)

Mr. Hill asked me what I thought it was worth and I told him Fifty Dollars; Twenty-five dollars per year for two years.

What time of day was it when you went with Mr. Barrett to the Hill tract, and what time of day did you leave the Hill t ract?

I think we left Courtland about One O'clock and we left the Geo. Hill place about Five O'clock as well as I can remember.

When you signed the deed which is now here shown you, (the witness is here shown the deed signed by F.T.Hill, E.P.Hill and J.T.Knight, which is the deed alleged to be fraudulent in this suit) what did you think it hranted to the Courtland Lumber Company?

Privilege to cross that Hill dower.

Any thing else?

Nothing more; nothing ever said to me about any thing else.

Do you know whether or not any objection was made by Mr. Hill to Mr. Barrett in regard to the failure of the insertion in the contract of the clause providing for the moving of the logs?

Yes, sir. I had bought standing timber on Mrs. Hill's dower and had begun to haul it and this was on the land that Oscar Hill cultivated and wanted to plant in corn. Mr. Hill wanted to know how long these logs would be there. Mr. Barrett told me if that was the only trouble in signing the contract that he would have the logs removed and asked me if I would remove them to the woods on the other side. I told him I would take the logs over there if he would pay mefor it.

I think so, yes sir.

-o-

What you had heard from the conversation had between you, Mr. Barrett and Mr. Hill what did you think the deed contained?

Answer. I thought it conveyed their interest in the Geo.Hill dower.

(answer objected to on the ground that it ask for the opinion of the witness and not for facts within his knowledge.)

What statement, if any, did Mr. Barrett make to you for having the Geo. Hill tract put in agreement having been arrived at between him-self as agent for the C.L.Co.and Mr. Hill.

He told me they had agreed on Forty Dollars.

Forty Dollars for what?

He told me for crossing that place there.

Was any thing said about the home tract?

Nothing mentioned of it, never heard a word of it.

Why was the contract not signed on that day?

Well, Mr. Barrett did not have the right to close it I think. I am under impression that Mr. Sears thought he would get it a great deal cheaper than that.

Did he tell you that he was going back and see Mr. Sears ~~and~~ or Hill had agreed at Forty Dollars as his lowest figure but contract had not been closed?

He told me he had gotten Mr. Hill down as low as he could and that was Forty Dollars and he would have to take it back for Mr. Sears to act on.

What do you consider a fair price for a right of way across the George Hill tract?

(question objected to on the ground that it ask the opinion of witness concerning a matter of contract between the parties at suit)

CROSS EXAMINATION.

Did Mr. Barrett show you a paper that he had had prepared for Mr. and Mrs. Hill to sign while hewas on the way to Mr. Hill's house?

Yes, sir.

I understood you to say that you did not read the entire paper but only glanced at it to see what it said with reference to the Geo. Hill place. Is that correct?

That is correct. Yes, sir.

Do you remember by whom that paper was written?

Mr. Jno. N. Sebrell, Sr., I think.

Have you seen a good deal of Mr. Sebrell's writing?

Yes, sir, enough to give an idea of how he writes.

And you are quite certain in your opinion that the paper Mr. Barrett showed you as you were on your way to Mr. Hill's house was written by Mr. Sebrell?

Yes, sir.

Yes, sir, I believe it was written by him.

And you did not read the entire paper?

No, sir.

(Witness is here shown the original deed above referred to)

Does this paper impress you as being the same one that was shown you on that day by Mr. Barrett?

It does not, Sir.

Is it written by thesame individual?

I think so, yes sir.

Mr. Hill asked me what I thought it was worth and I told him Fifty Dollars; Twenty-five dollars per year for two years.

What time of day was it when you went with Mr. Barrett to the Hill street, and what time of day did you leave the Hill ? reet?

I think we left Courtland about One O'clock and we left the Geo. Hill place about Five O'clock as well as I can remember.

When you signed the deed which is now here shown you, (the witness is here shown the deed signed by T.T.Hill, M.P.Hill and L.T.Knight, which is the deed alleged to be fraudulent in this suit) what did you think it pruvted to the Courtland Lumber Company?

Privilege to cross that Hill deed.

Any thing else?

Nothing more! nothing ever said to me about any thing else.

Do you know whether or not any objection was made by Mr. Hill to Mr. Barrett in regard to the failure of the insertion in the contract of the clause providing for the moving of the loge?

Yes. sir. I had bought standing timber on Mrs. Hill's dower and began to haul it and this was on the land that Oscar Hill cultivated and wanted to plant in corn. Mr. Hill wanted to know how long these loge would be there. Mr. Barrett told me it that was the only trouble in signing the contract that he would have the loge removed and asked me if I would remove them to the woods on the other side. I told him I would take the loge over there if he would pay me for it.

-o-

Will you state wherein in your opinion it differs from the other?
As well as I can remember I think the paper here is shorter by ten or twelve lines than the other one. I mean the paper that is here
Then you mean that the paper that was shown you by Mr. Barrett was so far as your recollection goes a longer paper than the original which is here exhibited?
Longer I think by ten or twelve lines.
You have no knowledge, however, of what was contained in that paper that was shown you by Mr. Barrett further than so far as it alluded to the George Hill place?
None sir. I only read down to about the middle of the page. All I was after was to see what I was signing.
At the time Mr. Hill and Mr. Barrett with drew from your presence to talk the matter over and concluded their agreement you did not hear what passed between them did you?
No, sir.
It would not have been necessary for them to have said any thing to them so far as you know you don't know whether their agreement included any thing about the place on whichMr. Hill and his mother resided or not?
And you don't know whether they had any agreement about that or not?
No more than what Mr. Barrett told me going out there.
Are you postive that when stating to you on your way back that Mr. Barrett stated that he and Mr. Hill had agreed on the price of Forty Dollars that Mr. Barret stated definitely any thing about the Forty Dollars being solely for right of way across the Geo.H.Hill place or not?

No, sir. He did not tell me that postively. I was carried up for no other purpose except the Geo. Hill land.

Then Mr. Barrett did not tell you whether this Forty Dollars was for the Geo. Hill place along or whether it included any thing else or not did he?

No, sir.

Then the impression which you have stated was on your mind that it was for the Geo. Hill place alone arose entirely out of the fact that you had not heard Mr. Barrett and Mr. Hill discuss any other place and that the only place you had any interest in was the Geo. Hill place. Is that correct?

Yes, sir.

You had no interest in the places upon which they resided?

No, sir.

Then if there had been any agreement between them as to that place it would not have been necessary for them to have said any thing to you about it would it?

Not at all, I think though, he would have told me.

And you don't know whether they had any agreement about that or not?

No, sir.

(by Wm. Shands) do you know my hand writing?

I think I do.

Was any contract shown you in reference to this matter which was in my hand writing?

Will you state wherein in your opinion it differs from the other? As well as I can remember I think the paper here is shorter by ten or twelve lines than the other one. I mean the paper that is here. Then you mean that the paper that was shown you by Mr. Barrett was so far as your recollection goes a longer paper than the original which is here exhibited?

Longer I think by ten or twelve lines.

You have no knowledge, however, of what was contained in that paper that was shown you by Mr. Barrett further than so far as it affected the George Hill place?

None sir. I only read down to about the middle of the page. All I was after was to see what I was signing.

At the time Mr. Hill and Mr. Barrett with drew from your presence to talk the matter over and consulted their agreement you did not hear what passed between them did you?

No, sir.

Then so far as you know you don't know whether their agreement included any thing about the place on which Mr. Hill and his mother resided or not?

No more than what Mr. Barrett told me going out there.

Are you positive that when stating to you on your way back that Mr. Barrett stated that he and Mr. Hill had agreed on the price of Forty Dollars that Mr. Barret stated definitely any thing about the Forty Dollars being solely for right of way across the Geo.Hill place or not?

None I think.

You were very sure to have known by the hand writing if one had been shown you that was in my hand writing.

Yes, sir. I think I would have known it.

The timber which you bought on the Dewer tract was to be hauled over this right of way was it not?

Yes, sir.

They have not finished hauling there yet have they?

No, Sir.

Did you receive any part of the money which was called for in that deed referred to?

I did not

---o---

R.H.Barrett, being first duly sworn, deposes as

Do you know who did receive it?

No, sir. I don't know whether Mr. Hill or Mrs. Hill -- I reckon I can answer that question better -- Mr. Barrett told me he paid the money to Mrs. Hill.

---o---

Further this deponent saith not. Signature waived.

depositions of R.H.Barrett and J.F.Moore, taken this 15th day of ..., at Franklin, Va., pursuant to notice and agreement of Counsel for Plaintiff and Defendant to be read as evidence in the suit of Elizabeth P. Hill and others, Plaintiff and Defendant to the Courtland Lumber Company and Camp Manufacturing Co.

PRESENT:

..., Counsel for Plaintiff.

Counsel for Defendant.

---o---

I witness, R.H.Barrett, being first duly sworn, deposes as

I am twenty-seven years, was born and raised in Southampton County and at the time the matter in controversy took place I was employed by the Courtland Lumber Co.Courtland,Va. Am now residing in Georgetown,S.C. and am employed by The Atlantic Coast Company. I know the parties to this suit.

Did you attend in March 1899 to the securing of a right of way across the place of Elizabeth P. Hill and Geo. Hill for the Courtland Lumber Company?

Yes, sir.

State the circumstances attendant upon that transaction from the beginning.

No, sir. He did not tell me that positively. I was carried up for no other purpose except the Geo. H.Hill land.

Then Mr. Barrett did not tell you whether this Forty Dollars was for the Geo. Hill place along or whether it included any thing else or not did he?

No, sir.

Then the impression which you have stated was on your mind that it was for the Geo. Hill place alone arose entirely out of the fact that you had not heard Mr. Barrett and Mr. Hill discuss any other place and that the only place you had any interest in was the Geo. Hill place. Is that correct?

Yes, sir.

You had no interest in the place upon which they trenched?

No, sir.

Then if there had been any agreement between them as to that place it would not have been necessary for them to have said any thing to you about it would it?

Not at all, I think though, he would have told me.

And you don't know whether they had any agreement about that or not?

No, sir.

(by Mr. Shands) do you know my hand writing?

I think I do.

Was any statement shown you in reference to this matter which was in my hand writing?

I The Depositions of R.H.Barrett and J.T.Moore, taken this 18th
day of July, 1898, in the office of J.C.Parker, at Franklin,Va.,
before Claud J. Edwards, Notary Public.

Pursuant to agreement between Counsel for Plaintiff and Defendant to
be read as evidence in behalf of Defendant in the case of Elizabeth
P. Hill against Courtland Lumber Company and Camp Manufacturing Co.

PRESENT:

W. Sebrell, Jr., Counsel for Plaintiff.

C. Parker, Counsel for Defendant.

am Shands, Counsel for Defendant.

The witness, R.H.Barrett, being first duly sworn, deposes as
follows:

That is your name, age, residence, occupation, and do you know the
parties to this suit?

R. H. Barrett, thirty-seven years, was born and raised in Southampton
County and at the time the matter in controversy took place I was em-
ployed by the Courtland Lumber Co.Courtland,Va. Am now residing in
Georgetown,S.C. and am employed by the Atlantic Coast Company. I
knowthe parties to this suit.

Did you attend in March 1898 to the securing of a right of way across
the place of Elizabeth P. Hill and Geo. Hill for the Courtland Lumber
Company?

Yes, sir.

This right of way was it not?

Yes, sir. I think I would have known it.

The timber which you bought on the dower tract was to be hauled over
been shown you that was in my hand writing.

You were very sure to have known by the hand writing if one had
none I think.

Did you receive any part of the money which was called for in that
deed referred to?

I did not.

Do you know who did receive it?

No, sir. I don't know whether Mr. Hill or Mrs. Hill. -- I reckon I
can answer that question better -- Mr. Barrett told me he paid the
money to Mrs. Hill.

---o---

Further this deponent saith not. Signature waived.

I went over to Mr. Hill's on Friday preceeding the signing of this paper with Mr.J.T.Knight; he took me with him. This deed was prepared that morning by Mr. Jno. N. Sebrell, Sr.,our book-keeper at that time. He wrote this deed himself at my request. This blank here (space referred to is shown in deed which witness has in hand) he did not write for the reason that I did not know then what the amount would be. I got in the buggy with Mr. J.T.Knight and showed him this paper. He read it in my buggy beside be. This wasbefore it was signed. We went to Mrs. Hill house and went into a room with four present. (shall I name the four?) Mr. P.T.Hill, Mr.J.T.Knight, Mr. Chas. Dickens and myself. I gave this paper to Mr. Hill and he read it, I thought, very carefully. We then went out on the land known as the Geo. Hill land. Mr. Knight and myself went on the same buggy and Mr. Dickens and Mr. Hill went on the same buggy. We had already graded through the property. I do not know what Mr. Dickens was there for, unless, maybe, to access damages. We had not thought of condemning the property: did not go there for that purpose. Mr. Hill and myself had talked as to the damages -he was acting for agent for Mrs. Hill in this property of course- I made him an offer for a right of way through all the land belonging to his mother. We did not agree as to price that after-noon. Mr. Hill made a propesition to me as to what he would take for his mother's right of way for two years. Forty Dollars was the amount he agreed to take. Mr. Hill said if the Courtland Lumber Co.agreed to pay the price he asked, forty dollars- we might take this paper back

Sears & Co.in favor of Mrs. Elizabeth P. Hill in person. She received
ny time and he and his mother would sign it. I came back to Courtland.
r. Sears, our President, was away at this time; he returned the follow-
g day at 11:30. I showed him this identical deed and told him that I
secured the right of way through both places for the sum of Forty
llars and he advised me to settle it in this way, which he did by
awing up a check signed by W.T.Sears & Co.,either on theBank of Com-
rce or Citizens Bank, of Norfolk,Va.I just don't remember which now,
nd Mr. Sears inserted the amount -forty dollars- in this paper. I took
e paper which is here shown over to Mr. Knight's store and he said he
ght as well sign before the other parties as he might not be at home
hen I got back. He, Mr. Knight, signed this paper and acknowledged it
efore J. T. Moore,Esq. I took the deed and Mr. Moore and myself drove
er to Mr. Hill's. I met Mr. Hill on the embankment between Courtland
d his house. I stopped him and said Frank, we have agreed to settle th
matter of right of way upon your place. In other words, will accept
r offer. I have just started to your house with Mr. Moore to have Mrs
sign the deed. He said very well, I will go back with you. We went
s house. When we got into the house I gave this deed to Mr. Hill.
ked him if I should read it to him. He remarked 'I can read Mr.
ll's writing.' He took the deed went into another room and was absent
een to thirty minutes and then came back into the room where Mr.
Moore and myself were with the deed signed by himself and mother,
E.P.Hill. I gave the deed to Mr. Moore and Mr. Hill and his mother
owledged the same. I gave Mrs. Hill the check for $40:00 drawn by
the identical paper which you showed him on that day?

Sears & Co.in favor of Mrs. Elizabeth P. Hill in person. She received
and Mr. Moore handed me the deed signed and acknowledged.
Will you not state when the acknowledgment to that deed was filled
out and by the Justice of the peace and the circumstances attending it?
The acknowledgement was written after we came back by Mr. Sebrell in
the office of the Companie's store and signed by Mr. Moore. My idea as
to the right of wayfor both places, itwas understood all the time
that this deed comprised right of way for both places. We had graded
through the Geo. Hill property when this deed was written, but had
not laid the track. The track was already laid through the home place
and we had been operating across that land for quite two years and of
course the Geo. Hill right of way would be of no use to us unless the
right of way across the home tract could be secured, and this was my
idea all the time to secure the right for both places and it was they
idea embodied in the deed.
(Mr. Shands) Mr. Knight has stated in his depositiom in here to-day
that the contract which you showed him in regard to the right of way
in question was in the hand writing of Mr. Jno. N. Sebrell,Sr.,that
he only casually read a part of it concerning the Geo.Hill tract in
which he was interested and did not read the remainder of the deed,
but his impression is that the deed which you showed him that day
and the deed which he afterwards signed and which is shown here to-
day is ten or twelve lines shorter than the deed which you showed him
on the first day. Is the deed which he signed, will you please state,
the identical paper which you showed him on that day? purpose of paying

It is.

You have stated that your intention was all-along to secure rights of ways across both the Hill places which were under control of Frank Hill and his mother and that you would not have cared for the right a of way across the Geo. Hill place unless you had had it across the other.

Why was this true?

For the simple fact we had to cross the home place before we got to the Geo. Hill place.

Were you already operating the home place when this deed was signed?

Yes, sir. We were.

Did Mr. Hill read the paper which you gave him on the first day and which he signed on the next day, carefully at the time you gave it to him?

Yes, sir, he did the day before on Friday and I suppose did the same thing in the presence of his mother the day they signed it, as they were out of the room long enough to have done so.

Was there ever but one contract or deed written with reference to this matter?

Never so far as my knowledge goes.

And you state postively that the deed which was signed by the parties on March 25th is the same deed that was written by Mr. Sebrell on March 24th and was shown that daybto Mr. Knight and Mr. Hill?

It is sir.

Mr. Sebrell has stated in his deposition that the time he handed to you the deed which he wrote or within a few minutes thereafter that you requested him to give you Forty Dollars for the purpose of paying

the Hill right of way and that he went to the safe and gave you $40.00 in currency. Is this correct?

It is not, sir.

Did you get any money or check to take with you on the first day you went out?

I did not, sir.

Then the check that you refer to as having been written and given you by Mr. Sears was not given until after the agreement was made and Mr. Sears had approved the contract?

That is correct.

(question and answer objected to on the ground that it is leading)

Do you mean to say that upon your return from seeing Mr. Hill about the Geo. Hill tract and this right of way on Friday you saw Mr. Sears upon his return to Courtland on Saturday and told him what arrangements had been made in regard to the matter and that then he drew the check and gave to you.

(question excepted to on the ground that it is leading)

Yes. then the check was given after the amount was accepted by the Company.

Did you ever request William Shands, as attorney for the Courtland Lumber Company, or otherwise, to draft any deed in regard to this right of way?

Never.

Then you had no writing or mine in regard to this matter to show to Mr. Frank T. Hill or any one else?

It is.

You have stated that your intention was all-along to secure rights of way across both the Hill and Geo. Hill places which were under control of Frank Hill and his mother and that you would not have asked for the right of way across the Geo. Hill place unless you had had it across the other.

Why was this true?

For the simple fact we had to cross the Geo Hill place before we got to the Hill place.

Were you already operating the Geo Hill place when this deed was signed?

Yes, sir. We were.

Did Mr. Hill read the paper which you gave him on the first day and which he signed on the next day, carefully at the time you gave it to him?

Yes, sir. He did the day before on Friday and I suppose did the same thing in the presence of his mother the day they signed it, as they were out of the room long enough to have done so.

Was there ever but one contract or deed written with reference to this matter?

Never so far as my knowledge goes.

And you state positively that the deed which was signed by the parties on March 26th is the same deed that was written by Mr. Sebrell on March 24th and was shown that day to Mr. Knight and Mr. Hill?

It is sir.

Mr. Sebrell has stated in his deposition that the time he handed to you the deed which he wrote of within a few minutes thereafter that you requested him to give you Forty Dollars for the purpose of paying

No, sir. I would also,like to state that I told Mr. Moore that this deed was for right of way over both places.

Please state whether or not you ever got Mr. Jno. M. Sebrell to draft any other deed for you relative to this right of way except the one which was signed by the parties, or did he ever give to you any other deed about this right of way except the one signed by the parties and has been referred to in this matter.

No, sir, this is the only paper.

CROSS EXAMINATION.

In this transaction were you not acting as Agent fot The Courtland Lumber Company?

Yes, sir.

Did you ever mention to Mr. Hill or Mrs. Hill anything specially about right of way over the place upon which she resides?

I don't know that I have except as to the deed.

At the time of your negotiations for right of way over the Geo. Hill tract and while you were there and up to that time had anything been said by you to either Mr. Hill or Mrs. Hill about right of way across the home place?

Nothing specially.

Do you remember whether or not it had even been mentioned?

I don't know as to that.

Was not the Forty Dollars which wasagreed upon as consideration for this grant arrived at between you and Mr. Hill as a proper value for the rightbof way across the Geo. Hill tract?

It was not. that I did.

Had you not been told by Mr. Sears, Prest.of The Courtland Lumber Co. that if Mr. Hill would agree to accept Forty Dollars that he would agree to the same, or he was willing to give that much?He's right of He did not. The home tract expired on the 16th day of April 1899.

Did not Mr. Sears tell you to try and get him to agree to the sum of Forty Dollars ,or express his willingness to pay that sum? any deed. I He did not.Mr. Griffin, the Woods Foreman? We were then cutting the What did Mr. Hill tell you about the consideration of amount to be paid for the right of way over this land? red on this date, and I presumed, I was not limited. There was no pacific price agreed upon between Mr. Sears and myself for the right of way over the Hill tract.

Was not something said by Mr. Sears about Forty Dollars for a right of way before you exhibited this contract to Mr. Hill?

There was not. Mr. Sears was not in Southampton county at the time.

Did you not say in your examination in chief that Mr. Sears told you that if they would agree to Forty Dollars that you would bring the deed back, or something of that kind? on on the day that you went

No, sir. Hill to the geo. Hill tract the same in every word as that please state what offer you had made to Mr. Hill before he named you ch a price? eed which was signed by the parties on the day following with Twenty Dollars. of the consideration and the signatures of the parties

Did you say pacifically what this was for. the S.P.?

For right of way over both places with those exceptions.

Did you say to him pacifically that that was for right of way over both places?

Don't know that I did.

At that time did not The Courtland Lumber Company already have right of way across the home place?

From what information I had the Courtland Lumber Company's right of way across the home tract expired on the 16th day of April 1899.

From where did you get that information?

From --now, I could not tell to save my life. I never saw any deed. I think from Mr. Griffin, the Woods Foreman? We were then cutting the timber on this land. Mr. Soare also told me his impression was that our time for cutting the timber expired on this date, and I presumed, the right of way also.

Who wrote out the check that you paid to Mr. Hill,

Mr. W. T. Soare.

Was it prepared at the same time the deed was?

The deed was prepared the day before by Mne.M.Sebrell,Sr.

When did Mr. Knight sign this deed?

Saturday after-noon; same day the other parties signed it.

Was the deed which you carried with you on the day that you went with Mr. Hill to the Geo. Hill tract the same in every word as that which is now shown you bearing the signatures of the parties and which is the deed which was signed by the parties on the day following with the exception of the consideration and the signatures of the parties and the certificate of acknowledgement by the J.P.?

It is identically the same paper with those exceptions.

Do you mean by that that nothing was inserted in the instrument after

you returned from the Geo. Hill tract except the amount of the consideration, the signatures of the parties and the certificate of
the Notary?

Mr. Moore please state your name, age, residence, occupation
I do positively.

and do you know the parties to this suit?

id you tell Mr. Hill at the time he signed this deed that it provided for right of way across both places?

I didn't say to him that it provided for right of way across any
place. I simply gave him the deed and asked him to read it.

id you ever say to him or inform him that it provided for the right
f way across both places?

I simply asked him to read it and explain it to his mother, which I
suppose he did.

Did you tell Mr. Moore that it provided for right of way across both
places?

At whose request did you go there?

Mr. Bob Barrett and Mr. Bill Sears both requested me to go there. I
did.

When?

Did you see the deed prior to the signing of it by Mr. & Mrs. Hill?

On the day we went over there.

I did not.

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Further this deponent saith not. Signature waived.

The witness, J. T. Moore, being first duly sworn, deposes as follows:

Mr. Moore please state your name, age, residence, occupation and do you know the parties to this suit?

J. T. Moore, age 42 years, Southampton county, Va. Justice of Peace also engaged in the business of sinking Artesian Wells. I know the parties tothis suit.

Did you take an acknowledgement of Elizabeth P. Hill, Frank P. Hill and J. T. Knight to a deed which is now here exhibited to you?

Yes, sir. I took that acknowledgement.

Where were you when Mr. Hill and Mrs. Hill acknowledged the deed?

At Mrs. Hill's house.

At whose request did you go there?

Mr. Bob Barrett and Mr. Bill Sears both requested me to go there. I went with Mr. Bob Barrett.

Did you see the deed prior to the signing of it by Mr. & Mrs. Hill?

I did not.

Did Mr. Barrett say any thing to you about the provisions in it?

Mr. Barrett said the deed was for right of way through the Hill tract and the Hume tract also.

Tell what occurred after you reached Mr. Hill's house, write?

Before we got to Mr. Hill's house we met him and he went back with us. After we got there Mr. Hill made a fire in a room and we set there and warmed -it was a very cold day- after we had warmed Mr. Barrett took out of his pocket the deed and said to Mr. Hill here is the deed Mr.

ill. Mr. Hill took the deed and said I will take it in to mother. He
hen took the deed into an adjoining room. I heard them talking but did
t understand what they were saying. I suppose they were out about fifteen
inutes; not less than that, and came back with the deed signed. I asked
and Mrs. Hill if they acknowledged that as being their signatures and
y said they did.

I Was the certificate to the deed at that time?

No, sir. Mr. Barret tell you so especially that it contained pro-

Who wrote it?

I Jno. N. Sebrell, Sr.

When, over on the way and it came up in a way of general conversa-

I think immediately after we returned to Courtland.

Did Mr. Hill read the deed over before taking it to his mother?

Don't think he did not. I asked him where the right of way was

Was any thing said about his reading it. to me.

I don't recollect that Mr. Barrett asked him to read it. I don't know if he was asked to read it or not. I suppose that was what it was.

(counsel for plaintiff objects to so much answer as supposition.)

Mr. Knight also signed the paper before you did he not?

Yes, sir.

Mr. Hill, Mrs. Hill and Mr. Knight can all read and write?

Each of them acknowledged that was their signature.

Mr. Knight is the merchant at Courtland, is he not?

Yes, sir.

Virginia Circuit and Corporation Court
Northampton County, to wit:
I, Sidney Hand, Clerk of the said Court, do hereby certify that
the year 1899.
Volume for 1900
Notary Public

CROSS EXAMINATION.

Do you remember ever to have heard Mr. Barrett say in the presence of Mr. Or Mrs. Hill that the deed was for right of way over both places?

I don' recollect hearing that.

What made Mr. Barret tell you so specially that it contained provision for right of way over both places?

I don't know that I can explain that question. We were talking the matter over on the way and it came up in a way of general conversation. When we were talking about it I asked some questions about where the right of way went to and he said across the Geo. Hill tract and the home tract. I asked him where the right of way was before we got there and that was his reply to me.

Further this deponent saith not. Signature waived.

The taking of depositions is here concluded.

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Virginia, Southampton County, to-wit:
I J. Edwards a notary public for the County of Southampton, in the said State, do hereby certify that the foregoing depositions of J. T. Knight, R. H. Barrett and J. T. Moore, were duly taken and sworn to before me, at the time and place, and for the purpose in the caption hereto mentioned. Given under my hand this 18th day of July, in the year 1899.

J. Edwards
Notary Public.

Notarial fee $3.00