1900-11 Southampton County Chancery Sebrell, James E. gdn. vs Sebrell, B.M.W. et als

Sale confirmed and proper deed be made to Surry Lumber Co.

Sebrell, B.W.M.

Davis, Lucy B. formerly Sebrell, Lucy B

Comp, S. V.

Comp, Romine

Davis, E. W.

Davis, Lucy B.

Surry Lumber Co.

Sebree Gdn &c
vs } Bell &c
Sebree's Infants &c

1897. 1st Mch. Rule filed
L. A. Gay C.C.

Price & McLemore p.q.

To the Honorable Robt: R. Prentis, Judge of the Circuit Court of Southampton County. Va.

In Chancery,

Your Complainant, James E. Sebrell Gdn of B. W. M. Sebrell and Lucy B. Davis formerly Lucy B. Sebrell - both minors, but over the age of fourteen respectfully shows unto your Honor as follows. That he is the lawful Guardian of B. W. M. Sebrell, and Lucy B. Davis, formerly Sebrell - now the wife of E. W. Davis, as will more fully appear from a copy of his qualification, filed herewith as Exhibit 'A' as a part of this bill - That the said minors with their adult sister Romina I. Camp - are seized of a farm in Southampton County containing 192 acres - which has never been divided and the said two minors have some moneyed Estate, not to exceed $450 - apiece. That upon their farm is some pine timber, with other timbers - and recently they have made a sale of the said pine timber down to ten inches at the stump to the Surry Lumber Company, a corporation chartered under the laws of Va. for the sum of $3050 - in cash with the understanding that / the said Surry Lumber Co is to pay the costs of getting the decree to confirm the sale - Excepting the costs of receiving and disbursing the purchase money. The said Surry Lumber Company is to have the right of way over the said farm to

Tried &

operate a rail road, or rail ways to get out said timber and any other timber bought by said Surry Lumber Company and a period of 3 years from the time the sale is confirmed to cut and remove said timber. Your complainant believes and charges that it is to the best interest of all parties concerned that this sale should be confirmed; that the interests of no party interested would be violated. The timber sold does not include the timber on the dower lands of the mother of the infants. That in the event of the death of the two minors under age, their sole heir at law would be their married sister Rommie J. Camp. formerly Scheel. who is now the wife of S. V. Camp.. and over the age of 21. The price at which said timber sold is believed to be an excellent one, and but for the fact that the Surry Lumber Co is getting timber in the neighborhood, it is not believed that any such price could be realized..

Inasmuch as your complainant is without remedy in the premises except in a Court of Equity where matters of this kind are properly cognizable, to the end therefore that justice may be done. Your complainant prays that S. V. Camp and Rommie J. his wife. E. W. Davis and Lucy B. his wife, and B. W. M. Sebree, the last two minors over 14 years of age - and the Surry Lumber Co. may be made parties defendants to this bill & compelled to answer the same, but answers under oath are waived except where the law provides that they must be made under oath - That some fit and proper person may be assigned guardian ad litem for the minors, and he too may be compelled to answer according to law - That the sale mentioned in this bill may be confirmed, and a proper deed directed to be made to the Surry Lumber Co. and that your Honor will grant all such other, further, special and general relief as to Equity may seem meet or the nature of this case may require - And as in duty bound your Complainant will ever pray &c. May it please the Court &c.

James E. Sebrell
Gdn for Lucy B. Davis and
B. W. M. Sebree.

Prince & McLemore p.q.

Virginia:

In the Clerk's office of the Circuit Court of Southampton County.

This day personally appeared before me in my office. James E. Sebrell Gdn for Lucy B Davis and B. W. M. Sebree. and made oath that the facts set forth in the above bill in chancery are true to the best of his knowledge and belief. Given under my hand this 3rd day of March 1897.

L. A. Gay C.C.

Sebrell's Gdn

vs. {Report of Comr W. Shands
& Depositions

Sebrell et als

1897 10th Mch filed
L. A. Gay cc

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

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

Sebrell's Guardian
vs } Spa
Camp & wife & als:

1897. Mch 8.

Executed March 4th 1897 by delivering a copy of this Spa to E H Davis & wife and a copy to O. C. Camp & wife
J W Williams Shff

I will take this to [illegible]
Camp [illegible] & see
Mr Walter [illegible]
Miss Sarah R. [illegible]

(4)

vs.

Notice.

To S. V. Camp + Romine J., his wife + others

You are hereby notified that on the 8" day of March, in the year 1897, at the office of ~~B. F. McLEMORE,~~ Wm Shands, in the village of Courtland, Southampton county, Va., between the hours of 9' A. M. and 6" P. M. of that day, I shall proceed to take the depositions of John A. Hundley, W. T. Pace + ~~others~~ and others, to be read as evidence in my behalf in a certain Chancery suit depending in the Circuit Court for Southampton county, wherein I am Plaintiff and you are Defendants; and if, from any cause, the taking of the said depositions be not commenced, or, if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours, until the same shall be completed.

Your obedient servant,

Jas. E. Sebrell, Gdn &c.
By Counsel

J. E. Sebrell Gdn.
vs. } S. pa.
Camp & Nifo & als

1897 Mch 8"

Executed March 3rd
1897
W. T. Pace
J. W. Williams
Shff.

(2)

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON Jno. A. Hundley and W. T. Pace

to appear before ~~the Judge~~ Wm Shands — a Comr in chancery for circuit of our ~~County~~ Cir Court of Southampton County, at his office in Courtland, Va ~~the Courthouse thereof~~, on the 8 day of March, 1897, to testify and the truth to speak on behalf of J. E. Sebrell, Gov &c

in a certain matter of controversy in our said Court depending and undetermined between J. E. Sebrell, Gov, plaintiff, and Camp Griffin & als, defendant,

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

Witness, Wm Shands Comr in chancery at his said office ~~B. F. McLEMORE, Clerk of our said Court~~, ~~at the Courthouse~~, this 1 day of March, 1897, in the 121 year of the Commonwealth.

TESTE: Wm Shands Comr in chancery, ~~C. C.~~

The depositions of Jno. A. Hundley, W. S. Briggs and W. T. Pace taken before Wm Shands a Commissioner in chancery for the Circuit Court of Southampton Co Va at his office in Courtland Va. on March 8th 1897, to be read as evidence in the chancery cause of Sebrell's Gdn vs Sebrell et als

Present – Prince and McLemore Counsel in the Cause

" J. N. Sebrell. Gdn ad Litem for infants

The witness Jno. A. Hundley being duly sworn deposes and says as follows

I am sixty three years old. occupation farmer and manufacturer of lumber know the parties to this suit and live about four miles from the timber in question and know pretty well all about it & the land there

2 State whether or not in your opinion the sale of the oak, pine, poplar timber on the land in question (dower land excluded), for the sum of $3050. and the parties who buy the timber agreeing to pay costs of getting the said sale confirmed, is a good sale or not?

a I think it is as good a sale as has been made in the county In other words a most excellent sale

Q State whether or not you think it is to the interests of the interested parties that the said sale should be confirmed?

a I do, greatly to their interests to confirm it

Q State whether you think this price could have been obtained except under the circumstance of the said Surry Lumber Co operating in that section. and if they were to leave now without buying it do you think any one else would give as much as $3050 for it,

a I do not

Q Would the rights of any interested party be violated by the confirmation of said sale?

a I think not. but be promoted by said sale & confirmation thereof further this deponent sayeth not

Signed John A. Hundley

Witness W. S. Briggs being duly sworn deposes and says as follows

I am 45 years old. and know all parties to this suit. being husband of the mother of the infants and live upon the place mentioned in the bill and know all about land the timber thereon

2 You have heard the evidence just given here by Mr Jno. A. Hundley do you concur in what he says or not?

a Yes sir I do, and knowing the property as I do, think it one of the best sales I ever knew of and in every way advantageous to the parties interested therein, and I am further of the opinion that the money arising from this sale will be to the greatest possible advantage to those interested. and I most earnestly recommend the confirmation of the sale'

and further this deponent sayeth not

Signed

W. T. Briggs.

The witness H. T. Pace being duly sworn and deposes as follows

I am 31 years old. and was raised near the land mentioned in the bill and lived there until some years ago and know the property in question well. the owners being cousins of mine. and I know the sale is a most excellent one and the interests of the parties interested would be promoted by said sale and agree + concur with what has already been said by Jno. A. Hundley and W. S. Briggs. with the exception that possibly if the Surry Lumber Co did not buy it. Some

II

Commissioner's Office
Courtland Va March 8th 1897

To the Hon R. R. Prentis Judge of the Circuit Court of Southampton Co Va

Your undersigned commissioner in pursuance of notice duly given to all parties interested in the Chancery cause of Sebrells Gdn vs Sebrell et als. proceeded on March 8th 1897 to take at his office in Courtland Va the evidence of Jno. A Hundley. W. S. Briggs and W. J. Pace gentlemen of fine business judgement and well versed in the value of land and timber. Some of them being in the lumber business. and all of them well acquainted with land and timber mentioned in the bill and proceedings. and they are very emphatic in pronouncing the sale of the aforesaid timber to the said Surry Lumber Co for the sum of $3050. a most excellent one (and the said Surry Lumber Co further paying all costs of this suit & in getting necessary order confirming & said sale). And that the same should by all means be confirmed. That the interests of no interested party will be violated by confirming said sale. but their interests will be greatly promoted. That should said sale not be confirmed and said Co (who own about all the timber in that section) finish cutting their other timber in that section and move away no one will give as much as they now offer for said timber. Such being the facts your commissioner recommends the confirmation of said sale. all of which is

Respectfully submitted by
Wm Shands
Com'r In Chancery

Com'rs fee	$5.00
Witness fees	
Jno. A Hendley	.50
W. S Briggs	.50
W. T. Pace	.50
Shff	2.40

11

#2

other forty might give the same price but no more

Signed

W. T. Pace

Sworn & Subscribed to before me by Jno A Hundley. H S Briggs; and W. T. Pace this 8th day of March 1897

Wm Shands
Comr. In. Chancery

The answer of Lucy B. Davis formerly Ezell, a minor over fourteen years of age — and who is now in her twenty first year — to a bill of complaint, exhibited in the Circuit Court of Southampton Co. against herself & others by James E. Ezell, Gdn &c.

This respondent, saving and reserving &c, for answer to said bill says — That, ~~that~~ she is now in her twenty first year — and thinks she has some knowledge of what is for her interest, and she believes the sale of the timber as mentioned in the bill of complaint is a good one, to her interest, and she hopes the Court will confirm the same — and having answered, she prays hence to be dismissed &c.

x Lucie B. Davis

Sworn to before me this 5th day of Mch 1897
A. M. Adkins J. P.

Schueler Gdn

vs } Assessors of
} Lucy B. Davis

Schueler & others

1897. 8th. Mch Filed

L. A. Gay Cl.

Scheller Edw.
vs } Receiver of
} Terry Lumber Co

Scheller Infants &c.

1897. 8th. March. filed
L. A. Gay C.C.

The answer of the Surry Lumber Company to a bill of complaint exhibited in the Circuit Court of Southampton Co. against itself and others by James E. Lehew Gond &c.:

This respondent for answer to said bill says that it has bargained to pay the sum of $3000 for the timber in the bill mentioned and to pay all costs of getting the decree to confirm the sale except the costs of receiving and distributing the purchase money. and is ready to comply with its purchase, if the Court will confirm the sale by May 1. 1897. and having answered, prays hence to be dismissed &c.–

Surry Lumber Company
by Edward Rogers.
Supt.–.

Debrell, Guardian,
vs. } Statement of Costs
Debrell's Infants

Sebrell. Guardian.
vs. } Statement of Costs
Sebrell's Infants.

	Atty. 10c. Dock. 18c. Rule 50c. Fil. Bill 15c. Do. Ex. 15c =	1.08
	Fil. 7 answers $1.05, replication 15c. Do. Com's report &c. 25c =	1.45
	2 Decrees & Copy $1.44. Com's bond $1.40 =	2.84
	Taking bonds of Receivers & Guardian bonds $2.30 -	2.30
	Tax Costs & Copy 40c. Filing away papers 25c. -	.65
	Future Costs $2.50 -	2.50
	Taking Com's bonds in suits of Doyle's Gdn. vs. Doyle's infants et als, &c Sebrell's Gdn. vs. Sebrell's infants et als. &c not included in statements of costs made up in said Causes $2.80	2.80
	Paid L. A. Gay — Clerk	$13.62
	Paid J. W. Williams — Shff.	1.20
	Paid I. B. P. — Law &c.	16.50
		$31.32
paid. B. F. M.	Comr. B. F. McLemore's Fee	10.00
	Witness fees J. A. Hundley $1.00 Pd J. A. H	
Paid	J W Urquhart J. W. Urquhart 1.32	
Paid	R H Rollings R. H. Rollings 1.00	3.32
		$44.64
	Deed	5.00
		49.64

A Copy.
Teste: L. A. Gay C.C.

I hereby acknowledge service of the within summons
Feby 23. 1897

Surry Lumber Co
by J B Prince atty

Surry Lumber Co.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON Surry Lumber Company a Corporation Chartered under the laws of Va.

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 Mch. 1897 ~~next~~, to answer a Bill in Chancery exhibited against it et als in our said Court by James E. Sebrell Gdn. of B. W. M. Sebrell &c Lucy B. Davis - formerly Lucy B. Sebrell

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 20th. day of February, 1897, in the 121 year of the Commonwealth.

TESTE: L. A. Gay, C. C.

Agreement

Exhibit 'B'

J. B. Lippincott Company,
Booksellers and Stationers,
Philadelphia, Pa.

This Agreement, made and entered into this 9th day of March A. D., 1897, between Martha S. Briggs W. S. Briggs, S. V. Camp and R. J. Camp his wife acting for themselves and other parties interested of the County of Southampton in the State of Virginia, of the first part, and the Surry Lumber Company, a corporation duly chartered under the laws of the State of Virginia, of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Five dollars

to them in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, and which the said Surry Lumber Company are to observe and to perform, do~~th~~ hereby grant, bargain and sell, with general warranty, unto the said Surry Lumber Company, their successors or assigns. all the timber on the tract of land formerly belonging to the late B. W. Sebrell which was ~~allott~~ allotted to his widow the said Martha S. Briggs as her dower. It is understood however that the parties of the first part reserve all timber under ten inches in diameter at the stump at the time of cutting the same and also fifty trees to be selected by them

It is understood however that this sale is made subject to a Decree of Court confirming the same, and that the purchase price is to be $675 00/100 (six hundred and seventy five dollars) The Surry Lumber Co. to pay the costs of getting the Decree but not of distributing the purchase price. It is also agreed that this sale only includes the pine and poplar, and that it is on the understanding that it is optional with the Surry Lumber Co. to take the timber if the sale is not confirmed by May 1st 1897

together with a right of way across the said tract of land above described for the purpose of removing the timber cut from said tract of land, and the timber cut from any other tract of land, by the said parties of the second part, and also for the purpose of running and operating a Railway.

And the said Surry Lumber Company, in consideration of the premises and the bargain and sale of the said timber made to them as aforesaid, do covenant and agree with the said part of the first part, that they, the said Surry Lumber Company, ~~shall and will, on or before the first day of 18 , pay to~~ shall pay for the said timber as soon as the necessary title can be given

and it is further covenanted and agreed by and between the parties hereto, that the said Surry Lumber Company shall have ~~five~~ three years in which to cut and remove said timber, ~~from the time they commence to manufacture said timber into wood or lumber, but that they shall not be limited as to the time in which they shall commence to cut or remove the same~~. And it is also further covenanted and agreed, by and between the parties hereto, that the said Surry Lumber Company shall not commence to cut or remove any of the timber conveyed by this instrument of writing, until the purchase price in full for the same shall have been paid.

J. B. Lippincott Company,
Booksellers and Stationers,
Philadelphia, Pa.

And the said parties of the first part, also hereby covenant that they have a full and lawful right to convey the said property, that they have done no act to encumber the same, and that the Grantee shall have quiet possession of the same, free from all incumberances, and that they the said parties of the first part, will execute such further assurance of the same as may be requisite.

Witness the hands and seals of the parties hereto, this 9th day of March 1897

S. V. Camp. [Seal.]
N. S. Briggs. [Seal.]
M. S. Briggs. [Seal.]
[Seal.]

STATE OF VIRGINIA, } ss.
County of

I, , a in and for the County and State aforesaid, do hereby certify that

whose name signed to the foregoing writing, bearing date on the day of 18 , has acknowledged the same before me in my county aforesaid.

Given under my hand this day of 18

Sebree's Gdn

vs ℨ

Sebree & others

Answer of

S. V. Camp & wife

The answer of S. V. Camp and Romine I. his wife to a bill of complaint exhibited in the Circuit Court of Southampton County against themselves & others by James E. Tebree, Gdn &c.

These respondents for answer to said bill say. That they are well satisfied the sale made by them & others to the Surry Lumber Co of the timber alluded to in the suit is a most excellent one. and not only to their interests, but to the interest of all parties concerned. and they hope the Court will confirm the same. And having answered pray hence to be dismissed &c.
May it please the Court &c.

× S. V. Camp
× Romine I. Camp.

Sebree Gdn.

vs } Statement of Rents

Sebree et als.

James E. Sebrell Gdn. of B. W. M. Sebrell. }
and Lucy B. Davis } Plaintiff

vs.

S. V. Camp and Romine J., his wife.
E. W. Davis and Lucy B. his wife and
B. W. M. Sebrell, the said Lucy B. Davis
and B. W. M. Sebrell - infants under 21 by
J. N. Sebrell Gdn ad litem and The Surry
Lumber Company a Corporation Chartered
under the Laws of Va. } Defendants

1897. February 20th. Process Isd. to 1st. March Rules.

1897. 1st. Mch. Rules. Process returned executed as to adult defendants, Bill & Ex. filed. Jno. N. Sebrell Jr. appointed Gdn. ad litem to infant defendants. his answer filed and answer of B. W. M. Sebrell filed Decree nisi vs adult defendants

1897. 2nd. Mch. Rules. Bill taken for confessed as to adult defendants.

Answers of Lucy B. Davis, Surry Lumber Company and S. V. Camp and Romine J. Camp. Filed. Genl Rep. and Cause set for hearing.

Schuler Gdn

vs {
Aussenof
Gonad Klein

Camp + sup to others

1897. 1st. Mch. Rules filed
L. A. Gay C.C.

The answer of J.N. Sebrell Jr. Gdn ad litem for B.W.M. Sebrell and Lucy B. Davis, formerly Sebrell, both infants over the age of 14 years, to a bill of complaint, exhibited in the Circuit Court of Southampton County, against them and others by James E. Sebrell Gdn of said minors -

This respondent for answer to said bill says, that he is not well advised as to the value of the timber mentioned in the bill of complainant, but from the information he has, he is of opinion it is a good sale and should be confirmed - and having answered prays hence to be dismissed &c. -

J.N. Sebrell Jr.
Gdn ad litem.

Sworn to before me this 9th day of Mch 1897

H.B. McLemore D.C.

Schuer Son

vs } Answer of
M. W. M. Schuer

Cauch Smith & Sorten

1897. 1st. Mch. Rules Filed

L. A. Gayle C.

The answer of B. W. M. Sebrell, a minor over the age of fourteen years to a bill of complaint, exhibited in the Circuit Court of Southampton County, against himself & others by James E. Sebrell. Gdn &c. [illegible]

This respondent, saving and reserving &c. for answer to said bill says. That he is a minor over fourteen years of age and is now in his 19th year - and he thinks he knows something of his rights and interests - and he does not hesitate to say that he thinks the sale of the timber as mentioned in the bill of complainant is a good one and for his best interests - He hopes the Court will confirm the same - And having answered, prays hence to be dismissed &c.

x B. W. M. Sebrell.

Sworn to before me this 8th day of Mch 1897

A B McLemore D.C.

Served Feb 24-97

Sebrell. Guardian,
vs. } Summ. In Chy.
Camp et als.

1897. 1st. Mch. Rules
Ex. ret.

Wm

Edd Davis &
Stafford Camp &
wife

(4)

Prince & McLemore p. q.

Executed Feb. 24th 1897 by delivering a copy of this (Summ.) to the following within named parties defendant A. V. Camp, Rosanna Camp, E. W. Davis & Jno. N. Sebrell jr Guard ad litem.

J. T. Hatfield Dept
for J. W. Williams
Shff.

(4)

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON S. V. Camp[1] and Romine[2] I. his wife E. W. Davis[3] and Lucy B. his wife and B. W. M. Sebrell – the said Lucy B. Davis and B. W. M. Sebrell – infants under 21, by J. N. Sebrell[4] Gdn. ad litem and the Surry Lumber[5] Company a Corporation chartered under the laws of Va.

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 March 1897 ~~next~~, to answer a Bill in Chancery exhibited against them in our said Court by James E. Sebrell Gdn. of B. W. M. Sebrell and Lucy B. Davis – formerly Lucy B. Sebrell

And this they 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 20th day of February, 1897, in the 121 year of the Commonwealth.

TESTE: L. A. Gay, C. C.

Form No. 309.

Debrell, Guardian.
vs.
Debrells Infants

J. B. Prince

to } **COMMISSIONER'S BOND.**

Commonwealth.

1897. April 3d. Filed

L. A. Gay C. C.

Everett Waddey Co.,
Stationers and Printers,
Richmond, Va.
} Form No. 309.

Know all men by these Presents, That we, J. B. Prince and Jas. L. McLemore are held and firmly bound unto the Commonwealth of Virginia, in the sum of Four Thousand Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our Homestead Exemptions as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State. Sealed with our seals, and dated this 3rd day of April one thousand eight hundred and ninety 7.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound J. B. Prince shall faithfully perform the duties of his office or trust, as Special Commissioner under a decree of the Circuit Court of the County of Southampton pronounced on the 23rd day of March, 1897, in the suit therein depending under the name and style of Debrell, Guardian vs Debrell's Infants and of any future decree that may be entered in said cause, then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

J B Prince SEAL.
Jas L McLemore SEAL.
SEAL.

In the Clerk's Office of the Circuit *Court of the* County *of* Southampton.

This day Jas. L. McLemore surety on the above bond, made oath before me, L. A. Gay Clerk of the Circuit Court of the County of Southampton that his estate, after the payment of all his just debts, and those for which he is bound as security for others and expect to have to pay, is worth the sum of Four Thousand dollars.

Given under my hand this 3rd day of April, 1897.

Teste: L. A. Gay Clerk.

Sebrell Guardian.
vs } Exhibit "A"
Sebrell's Infants &c.

PURE LINEN STOCK

In Southampton County Court January Term 1880.

On the motion of James E. Sebrell one of the executors named in the Last Will and Testament of Benjamin H Sebrell which was proved and recorded at the last Term of this Court, who made oath according to Law, and together with Wm A. Sebrell, an Emmett F. Reese his securities who justified on oath as to their sufficiency, and entered into and acknowledged a bond in the Penalty of Six Thousand Dollars Conditioned according to Law, which bond is ordered to be recorded, Certificate is granted the said James E. Sebrell for obtaining a Probate of the said Will in due form, liberty being reserved to Martha Susan Sebrell, the other executor therein named to be joined in the said Probate when she thinks fit.

A copy

Teste: B. J. McLemore, C.C.

Sebrell's Gdn.

vs. } Decree

Sebrell's Infants &c.

Entered Sept. 29th/97

Page 166

Sebrell's Gdn.
vs.
Sebrell's Infants &c.

This day this cause came on to be ~~heard~~ further heard on the papers formerly read, the report of Commissioner J.B. Prince filed Sept, 27. 1897. reporting collection of \$3050. in full of purchase price for timber bought by the Surry Lumber Company, from the heirs of B.H. Sebrell decd. outside of the dower land of his widow- the execution of a deed with Special Warranty for same, the payment to Mrs. Romine J. Camp of \$1016.^{67} in full of her share of same, the investment of \$695.^{47}. part of amount due B.H.- M. Sebrell in the purchase of a judgment against Jno. J. Turner & R. F. Barham, the payment of the costs of this suit- all of the disbursements being supported by proper vouchers, and was argued by Counsel.

On consideration whereof, and no exceptions being filed to said report, the same is confirmed.

A Copy.

Teste: L. A. Gay C.C.

Sebrell'S Guardian,

Vs.

Sebrell's Infants et als.

This day this cause which has regularly matured at rules came on to be heard upon the bill and exhibits filed, bill taken for confessed as to the defendant, E.W.Davis, the answer of the infant defendants by their guardian ad litem, J. N. Sebrell Jr., duly appointed at rules, according to law, and also in person, they being over fourteen years of age, the answer of Surry Lumber Co/, and of S.V.Camp and Romine I. Camp his wife, with general replication thereto, the depositions of witnesses sustaining the plaintiff's bill, filed March 13, 1897, and was argued by Counsel. On consideration whereof, the Court doth adjudge order and decree that the sale of the pine timber on the tract of land in the bill mentioned, to Surry Lumber Co/ for the sum $3050. be and the same is hereby confirmed and approved by the Court, and J.B.Prince who is hereby appointed a special Commissioner for the purpose, is directed to execute to the said Surrry Lumber Co., a deed with special warranty for the said timber upon receipt of the purchase price of $3050. in which he shall convey the standing pine timber down to ten inches on the stump (on the tract of land containing 1192 acres) at the time of cutting, and shall give to the purchaser the period of three years from ~~the~~ this day in which to cut and remove said timber from the tract of land, and shall also give to the purchaser such rights as to rights of way, as are set out in the bill of the cause. The funds in his hands by virtue of this decree, he shall dispose of as follows: One third to Romine I. Camp, the other two thirds he shall invest under and by virtue of the Code of Va. Virginia, section 2622, till the parties entitled thereto arrive at the age of 21 years, at which time he shall pay over the same to them taking their receipts ~~for the same~~ therefor.

#2.

But before the said Commissioner shall proceed to act hereunder, he shall enter into bond before the Clerk of the Circuit court in the penalty of $4000. conditioned for the faithful execution of this or any future decree that may be entered herein.