1905 - 16 Southampton County - Chancery Person, Joseph W et als Vs Bradshaw, J. T.

Injunction
Prohibiting Cutting of Timber trees or trees of any Nature

Person, Mary A
Firs, Elvin L
Firs, Virgie A.
Firs, Carrie S.
Firs, Nanny B infant

Persons et als
v. Bill of Ex.
Bradshaw J.P.
Feb. 6. 1907 Filed

2 Fils: Bills

McLemore & Corbitt
Attorneys

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIRCUIT COURT FOR SOUTHAMPTON COUNTY:

Humbly complaining showeth unto your honor your complainants Joseph W. Person, Mary A. Person, his wife, Elvin L. Pierce, Virgie A. Pierce, Carrie S. Pierce and Nanny B. Pierce, the latter an infant under the age of twenty-one years who sues by Joseph W. Person, her next friend, that E. R. Pierce, a farmer, during his life was seized and possessed in fee simple of certain lands in Southampton County, Virginia, adjoining the lands of John J. Dyer, Dr. W. H. Daughtrey and others, and while so seized and possessed he by deed dated the 28th. day of May, 1895, and admitted to record the 29th. day of May, 1895, in the Clerk's Office of the County Court for Southampton County, sold to J. T. Bradshaw, of Isle of Wight County, Virginia, a manufacturer of lumber, subject to certain terms and conditions, timber trees of certain kinds and sizes standing on the said lands lying in said Southampton County, all of which is clearly set forth in said deed, a certified copy of which is herewith filed marked "Exhibit A" and prayed to be read as a part of this bill.

Your complainants further showeth that on the 28th. day of March, 1898, the said E. R. Pierce departed this life, and by his last will and testament duly proved and ordered to be recorded as such in the County Court of Southampton County, the said E. R. Pierce devised the fee simple estate in said lands described in "Exhibit A" to his grand-children, who were then Amorette L. Pierce, Mary A. Pierce, Elvin L. Pierce, Virgie A. Pierce, Carrie S. Pierce and Nanny B. Pierce.

Your complainants further showeth that on the 25th. day of June, 1902, Amorette L. Pierce became the wife of F. E. Everett, and on the 2nd. day of April, 1903, Mary A. Pierce became the wife of Joseph W. Person, and by deed of bargain and

sale dated day of August, 1903, the said AmoretteL. Everett and F. E. Everett, her husband, conveyed to Elvin L. Fiews all of the said AmoretteL. Everett's (nee Fiews') interest in the said lands, which said interest by deed dated January 1st.,1904, was conveyed by Elvin L. Fiews to Joseph W. Person, making your complainants Joseph W. Person, Mary A. Person, his wife, Elvin L. Fiews, Virgie A. Fiews, Carrie L. Fiews and Manny B. Fiews, the present owners of the fee simple title to said lands formerly belonging to E. R. Fiews and described in "Exhibit A".

Your complainants are advised and therefore believe and aver that sometime in the fall of the year 1895, to-wit, about October 1st., 1895, or certainly not later than the spring of the year 1896, the said J. T. Bradshaw located a saw-mill on t the said lands about one mile from Sunbeam, Virginia, and began the cutting of timber trees from said lands, and manufacturing same into lumber, continuing at this location the cutting and manufacturing of said timber trees into lumber until about September 1st.,1901, when the said Bradshaw relinquished said mill site and moved and re-located his saw-mill on said lands about one mile from Handsoms, Virginia, where he continued the cutting of timber trees from said lands, and manufacturing same into lumber, until about the 1st. day of February, 1903, when, your complainants aver, the said Bradshaw ceased to operate on the same, having cut over the said lands, and having also cut over the lands of some adjoining owners, a and ceased operating said saw-mill, and on the 5th. day of February, 1903, shipped by railroad the saw-mill machinery etc. from Handsoms, in Southampton County, Virginia, to Carrsville, in Isle of Wight County, Virginia, and on the 12th. day of February, 1903,after advertising same, offered for sale at public auction all the buildings at his old location about one mile from Sunbeam, Virginia, and at his latter loca-

tion about one mile from Handsoms, Virginia,including dwelling houses,store houses, barnes,stables,in fact all buildings at the two locations,and actually sold same except one dwelling house,which, being unable to sell, he himself tore down and removed from the lands, and relinquished to the owners the full possession of their lands, and he relinquished and abandoned all claims to any timber trees on said lands,and all right to enter thereon for any purpose whatsoever.

Your complainants further aver that even the tram roads, or bogy tracks,constructed by said Bradshaw and used by him for the most part for operating on said lands,have been torn up and removed.

Your complainants further aver that after relinquishing and abandoning,as set forth above,the said lands with the timber trees thereon to the owners,and after remaining away from said lands for the period of nearly twelve months, the said Bradshaw on or about the 11th. day of January,1904,through his agents and employees,without any right whatsoever,again entered upon said lands and began to cut and remove therefrom valuable timber trees and kept on cutting and removing them, and threatens to continue to cut and remove many more,to the irreparable injury of the freehold,said timber trees constituting a most valuable part of the substance of your complainants' estates,and by his operations on the said lands the said Bradshaw is annoying and injuring your complainants in the use and enjoyment of their property,which destruction,annoyance and injury said Bradshaw will continue unless a court of equity will put forth its restraining hand and enjoin the perpetration of the wrong, and prevent further injury.

Your complainants are advised,and therefore believe and aver that one-third of the purchase price mentioned in said deed marked "Exhibit A",namely, the sum of $1666.67,was paid by said Bradshaw to the said E.R.Fiers during his life time; that the remaining two-thirds of the purchase price mentioned in said deed, namely, $3333.32, was paid to W. J. Sebrell,Administrator with the will annexed of the estate of the said E. R. Fiers,deceased,on the dates and in the sums following:

1898

June 30th.----------$500.00
Sept.30th.---------- 800.00
1899
Aug. 10th.---------- 366.66
1900
March 8th.----------1666.66
$3333.32

the said amounts aggregating $3333.32 received by W. J. Sebrell, Administrator, from J. T. Bradshaw on the timber being shown in the administration account filed in the chancery papers in the chancery cause in the Circuit Court of Southampton County, of Fiews' Administrator v. Fiews et als; and that no other payments have been made by the said Bradshaw.

Your complainants showeth that at the end of three years from the time the said Bradshaw began to cut and remove the said timber conveyed in "Exhibit A", that is, three years from about October 1st.,1895, or certainly from not later than the spring of the year 1896, there was still unpaid $2033.32 of the purchase price, and that at the time the said Bradshaw ceased to operate on the said lands the entire purchase price of $5000.00 had been paid, but nothing more.

Your complainants maintain that in the sale of the timber there was contemplated at most a reasonable time for its removal and that the seven years taken by Bradshaw was more than a reasonable time; that upon ceasing to operate on the lands and abandoning same,as above set forth,about February 1st.,1903, removing the saw-mill and offering for sale all buildings thereon, J. T. Bradshaw's right to cut and remove timber ceased; that no consideration has been paid by the said Bradshaw for the right to re-enter, cut and remove the timber; and that in re-entering upon said lands, cutting and removing timber therefrom said Bradshaw and continues to so trespass, committed a trespass, and should be required to account to your complainants for the value of the timber he has cut and removed.

Wherefore,inasmuch as your complainants are remediless save in a court of equity, they pray that the said J. T. Bradshaw may be made a party defendant to this bill, and required to answer same, but not on oath, the oath being hereby expressly waived; that an injunction be granted to your complainants prohibiting the said J. T. Bradshaw, his agents, employees, or anyone claiming through or under him, from cutting or removing any timber trees or trees of any nature from the said lands belonging to your complainants, and also prohibiting the said J. T. Bradshaw, his agents, employees and every one claiming through or under him from entering upon the said lands belonging to your complainants, for any purpose whatsoever; that the said J. T. Bradshaw be required to account for the value of the timber cut and removed from said lands since his re-entry thereon on or about the 11th. day of January, 1904; that the said Bradshaw be also required to account to your complainants for any sums that the court may judge to be due your complainants under the contract above set forth marked "Exhibit A"; and that it be decreed that the judgment of this honorable court shall have the same force and effect against the said J. T. Bradshaw as a judgment at law; and that all such other, further and general relief may be granted your complainants as the nature ofthis case may require or to equity shall seem meet. And your complainants will ever pray, etc.

McLemore & Corbitt, p.q.

Joseph W Person

Virginia,

To-wit:

Nansemond County,

This day Joseph W. Person appeared in person before me Julia A. Brinkley, a Notary Public in and for the County aforesaid , in the State of Virginia, and made oath that the matters in the foregoing bill stated as of his own knowledge are true, and those stated upon the information of others he believes to be true.

My term of office expires 28th. day of July, 1906.

Given under my hand this 1st. day of February, 1904.

Julia A. Brinkley,

Notary Public.

"Exhibit A"

This Deed, made this 28th day of May 1895, between Elvin R. Fiers of the County of Southampton, State of Virginia party of the first part, and Jacob T. Bradshaw, of Isle of Wight, County, Virginia, party of the second part, Witnesseth: That for and in consideration of the sum of Five Thousand Dollars ($5000.) to be paid as follows, to wit: one third on ~~on~~ beginning to cut the timber herein after described, one third immediately after one-third of said timber has been cut; remainder of said purchase price immediately after two thirds of said timber is cut; the said party of the first part hereby grants, bargains, sells and conveys in fee simple and with general warranty, to the said party of the second part his assigns or successors, all the pine, poplar & sweet gum timber 14 inches in diameter across the stump 18 inches from the ground and larger on the following

described land, all the land owned by the said Elwin R. Fiers in fee simple, lying in said County of Southampton, adjoining Jno. J. Dwyer, Dr. H. H. Daughtry & others, It is provided that if the parties of the first & second part shall disagree as to when any of the payments shall become due, the said disagreement shall be settled by reference to three disinterested men to be selected by said parties or their representatives as to two, the third by the two so selected - The said party of the first part hereby covenants with the said party of the second part that he is seized of said timber in fee simple, that the same is free from all incumbrances whatever, that he will execute such further assurances as may be necessary to give a good and sufficient title to the said party of the second part for the said timber. It is agreed that the said party of the second part, his

assigns or successors, shall have the right to erect such buildings on said land as he sees fit, and to build use and operate railroads, trainways or bogy roads across the lands of the said party of the first part, for the purpose of removing said timber or any thing else which he may now or may hereafter wish to carry over said rail roads, train ways etc. and he may use such material except stringers for bogy tracks from said land along said roads, trainways etc., as may be necessary to build and maintain the same and he shall have the right to remove the said buildings, railroads trainways, etc from said lands within three months after ceasing to operate on the same - The said party of the second part, his assigns or successors, shall have three years from the date of beginning to cut in which to remove the timber herein conveyed from said land, and if he shall fail to remove said timber in said time, he may

have such further time in which to remove the same as he may desire, provided however, that he shall pay interest to the said party of the first part, or his assigns, at the rate of six per cent per annum, on the amount of the unpaid purchase price above mentioned from the expiration of the said three years until he removes the said timber, And the party of the first part shall pay all levies, taxes, assessments and dues upon said land or timber until the said timber shall be removed. It is provided that the said party of the second part shall not use anything for ties for any railroad which he may build, except the tops of trees already cut down for logs. It is further provided that the said party of the second part shall have no right to the stable manure made in stables on said land unless floors of plank are kept in said stable. It is

further provided that no boggy track shall be run nearer than Alleys old track, east of dwelling of party of 1st part, and nearer than the County road on the West side of said dwelling. It is provided that the said party of the second part shall have the riget to cut such small dogwood or oak or gum as may be necessary for ape helves, cant hooks handles, or for making causways.
Witness the following signature and seal

E. R. Fiers. {Seal}

State of Virginia
County of Southampton

I L R Edwards, a Notary Public in & for County aforesaid in the State of Virginia do certify that Elonie R Fiers whose name is signed to the writing above bearing date on the 28th day of May 1895, has acknowledged the same before me in my County aforesaid.

Given under my hand this 28th day of May 1895.

L R Edwards. Notary Public.

Virginia:

~~In the Clerks Office of Southampton~~
~~for County Court~~

Virginia

In the Clerks Office of the County Court for Southampton County, May 29th 1895. This Deed was presented and with the certificate annexed admitted to record

Teste: B F McLemore D.C.

A Copy

Teste B. F. McLemore D.C.

Jarson, et. als.
vs
Opia: in Chy

Braschaus. J.P.

1904. 2. Feb. Rules
Civ: Ct.

I accept due and legal
service of this Process.
July 9-1904
J. T. Bradshaw
& W. S. Hallam
his atts.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County--Greeting:

WE COMMAND YOU THAT YOU SUMMON J. J. Bradshaw

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the 3rd Monday in February 1902 ~~next~~, to answer a Bill in Chancery exhibited against him in our said Court by

Joseph W. Person, Mary A. Person, his wife; Elvin L. Fiers, Virgil A. Fiers, Carrie D. Fiers and Nannie B. Fiers, the latter an infant under the age of ~~twenty one years~~ ~~years~~, who sues by Joseph W. Person, her next friend.

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

WITNESS, ~~L. A. GAY~~, B. F. McLemore Clerk of our said Court, at the Courthouse, this 6th day of February ~~1902~~, in the 126 year of the Commonwealth.

Teste: B. F. McLemore C. C.

JAMES L. McLEMORE. JAMES H. CORBITT.
McLEMORE & CORBITT,
ATTORNEYS AT LAW,
SUFFOLK, VA.

Feb. 5, 1906.

Mr. B. F. McLemore, Clerk,

Courtland, Va.

Dear Sir:

In re Person et als v. Bradshaw.

We are enclosing herewith check for $11.82 in payment of writ tax and costs in this matter, which has been dismissed from the docket. We do not recollect ever having paid you any costs, please examine your books, and if we have already made payment kindly advise us.

Very truly,

McLemore & Corbitt

Dic. J. H. C.- J.

Enclosure.

Jos. H. Pearson, Wife & als

vs

J. J. Bradshaw

State: of Cost

1904 Feb 1 Issuing Summons 25 - Recd 18 - Atty 10 .53

Docket 18 - Rules 1.00 Entering above 35 - 1.53

Filing Bill 15 - Filing Exhibits 15 .30

Copying Exhibits 4.50

Filing Answer .15

" 15 Taking Bond .50

3 Decrees & Copies @ .72 2.16

Taxing Costs 40 - Filing away papers 25 .65

Paid Feb 6/06 Balance $10.32

Sheriff 0.00

Lawyer 16.50

$26.82

W.S. Holland fd.

J.Y. Brado Law

Ads

Ferdone + wife et als.

Answer of

J.Y. Brado Law

The answer of J. T. Bradshaw to a bill of complaint exhibited against him in the Circuit Court of Southampton County by Joseph H. Persons and Mary A. Persons his wife, Elvin L. Piers, Virgie A. Piers, Carrie S. Piers and Nannie B. Piers, the last being and infant under the age of twenty-one years.

This respondent reserving to himself the benefit of all errors, inacuracies and imperfections in the said bill of complaint contained, and without waiver of exception, for answer to the said bill, or to so much thereof that he is advised that it is material and proper for him to answer, answering says.

That he does not deny entering into a contract for the sale of timber with E. R. Piers as shown in exhibit "A" filed with said bill of complaint, nor does he deny the death of said E. R. Piers, but as to who his heirs are this respondent is not advised and is not prepared to admit or deny that the complaintants now own the land mentioned in said exhibit.

This respondent denies that he went upon the said tract of land in the Fall of 1895 but admits that he went upon the same in the year 1896 but not at the time of the year alleged in the bill and that he located a saw mill thereon and began to cut the timber trees but this respondent utterly and emphatically denies that he ever ceased to operate on the land in the said exhibit mentioned and that he has ever cut over the land in the said exhibit mentioned, and this respondent denies that he ever relinquished to the owners the full possession of the said land and denies that he ever abandoned all claims to any timber trees on the said land and denies that he in any way abandoned the right to enter on the said land for any purpose whatsoever; on the contrary this respondent says that he bought the gum timber on the said tract of land but has never cut the same or any of it, that he began cutting the same

a short time ago and but for the injunction awarded in this proceedings he would have finished the same in a few months, that it was his purpose to finish the same as soon as he could reasonably do so.

This respondent says that under the terms and conditions of said deed filed with the said bill as an exhibit, by which he bought from E. R. Fiers the said timber, which deed is dated on the 28th day of May 1895 and was duly recorded in the Clerk's office of Southampton County on the 29th day of May 1895, that he had three years from the date of beginning to cut and remove said timber and to cut and remove any other timber which might belong to him in that locality, and that if from any cause he failed to cut and remove the timber aforesaid, within the time aforesaid, then he had, in the language of the said deed, "such further time in which to remove the same as he might desire; provided however, that he shall pay interest to the said party of the first part or his assigns at the rate of 6% per annum on the amount of the unpaid purchase price above mentioned from the expiration of the said three years until he removed the said timber". This respondent submits to the Court that if the whole of said deed is properly construed and construed with especial reference to the rights of the owners of the land it must mean that this respondent had such time after the expiration of three years as aforesaid, to cut and remove the timber mentioned and included in the said deed and also to cut and remove all timber which he might own in that locality as might be reasonable from the standpoint of this respondent, that is to say, the deed on its face shows that the length of time was to be left entirely with this respondent, and that in considering the reasonableness of any time he might desire, the surrounding circumstances must be viewed and considered from the standpoint of this respondent. This respondent says that he bought many other tracts of timber in the same locality and that he had to cut with reference to his tram-ways, the location of his

saw mill etc., in order to make the said enterprise pay him; he says that during the time he was located upon this land he had the misfortune to have a forty horse boiler blown more than one hundred yards, killing two men, whereby he sustained great loss and was compelled to delay for a long time. This respondent says that he is not and was not at that time a man of any considerable means but was and is a man who had to work on small capital and that he could not replace machinery as quickly as a man might do who had a plenty of capital, and this fact was known to the said grantor and those who claim under him he supposes; this respondent says that on this tract of land were several sandy hills and miry places on which timber could not be hauled in wet weather, and if hauled at all to be hauled at a very great expense and at a loss to this respondent who own a limited number of team; this respondent says that he was prevented by a severe attack of rheumatism which kept him in the house for months, from making arrangements to get the logs off the land; this respondent says that he could not cut and haul the pine timber and the gum timber at the same time with convenience and profit, that he was compelled to go over the land and cut the pine timber first and then intended and proposed to cut the gum timber, and before he could get to the gum timber he was delayed by the amount of timber he had to cut, by the bad weather, by trouble and inconvenience arising from inability to get labor, by the breaking down of machinery, by sickness of himself and by various other causes, that it was his purpose to sell the gum timber in the log by shipping it over the railroad, that he exercised all due haste and speed in cutting the said timber and that in finishing the same he will exercise all due and reasonable speed and haste and that he will leave the lands as soon as he can do so.

This respondent says that he has left upon the said tract of land lots of pine timber which belonged to him and which still belongs to him, but which was his purpose to leave on the same had he

not been seriously inconvenienced by this proceeding in Court, and if this Court should so decide he is now perfectly willing to release all his rights in all the timber on the said tract of land except the gum timber except for the purpose of keeping and maintaining his tram-ways and for the proper and convenient removal of the said Gum timber.

This deponent says that the gum timber on this tract of land lies practically in a body or in bodies and is standing on swampy, wet or low lands and that he has never cut anything off the said land where this gum timber now stands and that the same has been ~~carefully purposely~~ left untouched, that it would be no injury whatsoever to the free-hold to go upon said land and remove said gum timber which he bought and which belongs to him, other than the value of the timber.

This deponent says that he has mislaid his receipts taken when he paid the purchase price for the said timber, and he is not prepared to say whether the dates and amounts of payments named in the bill are true or not but he does know that he paid a part of the purchase price to the owner and that he paid the rest of the purchase price to Mr. W. J. Sebrell who was representing the estate of the owner, that he intended to pay and thought he was paying all that was due. If there is any interest or any other money due under the said contract by reason of the delay in cutting the said timber or in paying the said purchase price then he is perfectly willing to pay the same, and here and now offers to do so. He says that he is perfectly willing to consent to a reference to a Commissioner as prayed for in the bill of complaint, and that said Commissioner be required to ascertain the balance, if any, which is due from him to the said complainants or to the legal representatives of the said E. R. Piers, and that when said balance is so ascertained he is perfectly willing to pay the same and he is willing to give bond and security for the payment of the said balance when properly ascertained. This respondent says that he has offered to

the said complainants any interest which may be due from him to them if they would inform him as to the amount due and it should turn out to be correct.

This respondent prays that the injunction granted in this cause be dissolved and that he may be permitted to take and carry away the timber standing on the said tract of land which belongs to him.

This respondent denies each and every allegation in the said bill contained and calls for proof of the same except insofar as the said allegations are expressly and clearly admitted.

And now having fully answered this respondent prays to be hence dismissed with his reasonable costs in his behalf expended. And he will ever pray.

J. T. Bradshaw by
Wm. S. Hall his atty

Wm. S. Hall Sol

Person et: als:
(Pl^ff) } Stat: Rules
Brashaw

Joseph W. Person.
Mary A. Person, his wife.
Elvin L. Fiers. Virgie S. Fiers,
Carrie S. Fiers. and Nannie B.
Fiers. the latter an infant,
under the age of twenty one
years. who sues by Joseph
W. Person, her next friend. Pltffs.

vs

J. J. Bradshaw. Dft:

1904. Feb: 6. Process issued to 5th Feb: Rules.
" 7 " Rules: Process returned Ex.
Bill & Exs filed. Decree Nisi:
1904 / Mch Rules. ~~Cause set for hearing~~
" / " " - Bill taken for Con-
fessed & Cause set for
hearing.

Form No. 304.

Person &c

to } BOND.

Commonwealth

1904 Feb 15 Feb 5

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No 304

Know all Men by these Presents, That we, Joseph W. Person and Elvin L. Fiers

are held and firmly bound unto the Commonwealth of Virginia, in the sum of One Thousand Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our exemption 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 the bonds of the State. Sealed with our seals, and dated this 15th day day of February, one thousand nine hundred and four.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas Joseph W. Person, Mary A Person, Elvin L. Fiers, Virgie A. Fiers, Carrie S. Fiers and Nannie B. Fiers infant by Joseph W. Person her next friend have sued out before the Judge of the Circuit Court of Southampton County an Injunction vs. J. J. Bradshaw dated February 3rd 1904, Now if the said Obligors herein shall pay all such costs as may be awarded against them, and all such damages as may be incurred by the defendant, J. J. Bradshaw in Case this injunction shall be dissolved

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

Joseph W Person SEAL.

Elvin L. Fiers. SEAL.

SEAL.

In the ..... *Court of the* ..... *of* ..... *the* .....

day of *190*

This bond was executed and acknowledged in open Court by the obligors, and ordered to be recorded.

the suret therein having first justified on oath that estate, after the payment of all just debts, and those for which he bound as security for others and expect to have to pay worth the sum of dollars, over and above all exemptions allowed by law.

Teste:

Clerk.

JAMES H. CORBITT,
ATTORNEY AT LAW,
ATLANTA, GA.

Complainants Exhibits

Notice of sale of J. T. Bradshaw's Saw Mill, at Handsom Feby 12-1903 to be filed with depositions taken in case of J. W. Person et als v. J. T. Bradshaw on April 12 — 1904

Exhibit "A"

Auction Sale

— OF —

VALUABLE HOUSES!

I shall offer for sale at public auction on

Thursday, Feb. 12, 1903,

beginning at 11 o'clock a. m.,

All the buildings at my old location about one mile from Sunbeam, Va., and at my new location about one mile from Handsom, Va., Dwelling Houses, Store House, Barns, Stables, and in fact all the buildings at the two locations. Persons desiring to buy can inspect the property at any time.

Terms Made Known on Day of Sale.

J. T. BRADSHAW.

All parties holding claims against me are requested to present them that day, and all parties indebted to me are urged to come that day prepared to settle same.

Exhibits of Complainants

In the name of God Amen. I Elvin R. Fiere of the County of Southampton and State of Virginia being of sound mind and memory do make this my last will and Testament in manner and form following that is to say: Item 1st I give to my three sisters Lucy Fiere, Priscilla Fiere, and Matilda Fiere, five hundred dollars each out of my chattle estate, and I loan to my three sisters just named during their lives the piece of land where Davy Stephenson sold two lives containing 70 or acres, called good water bounded by the County Road on the East and on the South by the Brett Dozier Pond and on the West by the Nathan Swamp and South by a ditch below the free school house a plat of which I have, as I wish the line to go. And if one of my sisters should die I loan that land to the other two and if another one of them should die I loan the whole of it to the remaining one during

her life and at the death of the last one of the above named sisters I give that piece of land to the then living children of my son Richmond F. Fires, except his son Elvin Lewis Fires as I will give him what land I want him to have in the next item. Should what I have given to my three sisters prove not sufficient to support them as long as they all live, then in that case I desire that they shall have enough out of what I give to R. F. Fires Children to support them all as long as either of them may live. Item 2nd I give to A. F. Fides son Elvin Lewis Fires on Lewis Elvin Fires whichever is his right name the Whitfield land the Greathouse land and a portion of the Henry Jones land and the Dewey land that Miss Almeda Britt had on the east side of the County Road running from Summerfield to Jerusalem) also a piece of land I bought of Jas Tapley formerly the

Cotton land, in all, some 700 or
800 acres. The ditch south of the
Jones House shall be the dividing
line, commencing at the head of
the ditch and from a straight
line West to the County road
running from Jeffersville to
Mount Carmel. Thence from the head
of the ditch down said ditch
to the lower end and from
there a straight line east to where
it will strike Cooper Sim's land.
I also give him my watch, my
double bbl gun, my spencer rifle
and my bed, provided I should die
before he is 21 years old leav-
ing no lawful child then this prop-
erty in this Item shall go to his
sisters and brothers. But if he should
die before he is 21 years old leav-
ing a lawful child or children, then
this property in this Item shall
go to his children. Item 3rd I give
to my son Richmond L. Field the
Jeffers share tract of land of
150 acres only the line is to be
the same course from the Je-
rusalem Road to the Crumpler

line or land. that the Road from Jamesville to the Poplar Swamp pond which will make the back line near the same length that the line will be along the Jerusalem Road and I will give him all he may owe me at my death to him and his heirs forever.

Item 4th. All the balance of my Personal or Chattle Estate of which sold except my Gin and Boilers that are put up in brick and stills. these articles I wish to remain on the land as they are and I want the rent received from these sales and all of my bonds money &c as well all of my Chattle Estate not disposed of by this will to be equally divided between my son Richmond T. Pitts and all of his lawful children equally to share the same and each child gets to them and their heirs forever.

Item 5th All the balance of my land I have, which I have not given away including

the land I have loaned to my 3 sisters, I wish it to be equally divided when Elvin L. Fires comes to the age of twenty one years between all the children my son may have at that time except E. L. Fires I do not want him to have any of that because I have given him his part in Item 3rd. but should either of my sisters be living at that time I do not want their part taken from them as long as either of them may live. Item 6th I devise my executors who I shall hereafter name to rent or Lease out all of my land except the land I gave to my son A. L. Fires and the land I loaned to my Sisters, at their discretion until Elvin L. Fires is 21 years old at which time the land is to be divided and put the money from the rents with these money that will be due my grand children, we use the money from said rents to educate and support said chil-

them until they are of age if it is really necessary to do so but when E. L. Fires is 21 years old and the land is divided then I want all the money due them divided and each ones share to be kept separate and apart from the others. But should either of my grand children die before they are 21 years old then in that case I want their portion to be equally divided between their Brothers and sisters except E. L. Fires part. I have made provision in Item 2nd about his property, but if he others die he shall heir from them Item 7th — I have given some verbal instructions to my Executor in regard to buying some lower land joining my land and I desire them to carry out them instructions. Item 8th — And lastly I hereby appoint my friends Jas. J. Darden and Dr. T. H. Daughtry and my son E. L. Fires my Executors to this my last will

and Testament, and I request the Court before whom this will is proven shall not require security of them but to take each one Bond & binding each one for his own transactions only in settling my Estate, Revoking all former Wills heretofore made by me in witness I have hereunto set my hand and affixed my seal this 7th day of December 1896.

E. A. Fiers (seal)

Signed sealed and acknowledged in the presence of us

Witness

J. H. Fiers

Jas. J. Darden.

This Codicile to my Will made this the 7th day of Sept 1896. in that my wife, that as I have given my homestead to my Grandson Elvin A. Fiers, and the place where my son A. T. Fiers now lives to him at my death if my Grandson E. A. Fiers is not 21 years old I desire my son A. T. Fiers to take his

family and move to my Home-
stead and live there until
my Grandson is 21 years old
if my son is willing to do so
and then give it up to him
as I do not wish my Homestead
rented out. The rent of the place
where R. L. Fiers now lives is to
go to my estate as long as he
R. L. Fiers occupies my home-
stead I also request my Executors
to buy the piece of land of Mr
Amanda Britts Heirs containing
about 69 acres for me. The sharp
land on on the East side of
the road running from
Jonesville to Coupland and
that piece of land when bought
I give to my Grandson E. L. Fiers
and I also give him the piece
of land I bought of Henry Johnson
containing about 20 acres, a part of
the Brafton land for which I
paid $7½ per acre and I desire
my Grandson to pay his sisters,
each one, an equal share with
himself of what I paid for that

land, he to retain one part for himself but the other children are not to have any part of that land but only to be paid for in money an equal share of what I paid for that land. Given under my hand and seal this the above day and date written

C. A. Fierd (seal)

Attest

T. H. Daughtry

Jas. A. Darden

Jas. J. Darden

Third Codicile to my last Will and Testament is what I want to change in my Will formerly made by me, it is this, if that will is in item 3 I gave to my son Richmond I. Piers, the Jonesville land of five hundred acres, with all houses on it, in fee simple, but now I change that item, and I loan that land to him his life only, or only a life right and I forbid that that land shall be sold from him for any debt or contract he may make during his life, but if

is only to be used by him and his lawful children and his wife for a home as long as he may live, and at the death of Richmond, my interest this land shall be equally divided between all of Richmonds then lawful living children. Second- at the time my Grandson, Elvin Lewis Piero arrives at the age of twenty one years, I then require that all the balance of my land, including all the land previously given to my grandson R. Piero, which includes all land that I own at my death, except the Somerville land just above disposed of shall be equally divided between my said R. Piero then living lawful children. Given under my hand and seal this 11th day of Oct. 1899

Elvin R. his X mark Piero (seal)

Witnesses
L. A. Daughtry
Jas. A. Darden
Jas. J. Darden

Southampton County Court April
10. 1895 A writing purporting to be
the last Will and Testament with
codicils annexed of Elvin A. Fiers
dec'd was produced in Court and
partly proved as to the will
by the oath of Jas. J. Darden one
of the subscribing witnesses thereto
and fully proved as to the co-
dicils by the oaths of W. H. Daugh-
try. Jas. A. Darden and Jas. J.
Darden, the subscribing witnesses
thereto and continued for further
proof as to the will. At a County
Court held for said County on
May 16. 1895. The said Will and
Codicil was fully proved by
the oath of L. H. Rives one of the
subscribing witnesses thereto and
ordered to be recorded as the
last will and testament of the
said Elvin A. Fiers deceased.

Teste B. F. McLemore C.C.

A Copy - Test: B F McLemore C.C.

To the Hon. Judge of the Circuit Court of Southampton County.

We the commissioners appointed by your honor at April 1900 Term of the Circuit Court of Southampton County, Va. For the purpose of dividing and allotting the real estate of which Elvin R. Fiers died seized and possessed in accordance with the last will and testament of the said Elvin R. Fiers, having regard to quantity and quality. Beg leave to report, that with the aid of a competent surveyor we went upon the premises and after a careful examination of the said premises did on the 30th. day of August and on the premises, make the allotments as follows

Lot No.1. The family residence containing 136 acres we allotted to Mary A. Fiers, who we have decided must pay to the drawer of lot No.6 $100.00.

COPY

Lot No.2, known as Low land tract, we allotted to Amorett L. Fiers who must receive ($250.00 Two hundred and fifty dollars from Virgie A. Fiers to whom was allotted lot No. 3.

Lot No.3 We allotted to Virgie A. Fiers who must pay to Amorett L. Fiers Two hundred and fifty dollars.

Lot No.4 We allotted to Elvin L. Fiers, the said lot being valued at $2500.00 which we consider and have decided to be equal to one sixth of the total valuation of the said real estate.

Lot No.5 We allotted to Nannie B. Fiers and is the same as lot No.5 in the division of the estate of the late Wm. E. Beale, and purchased at Trustee's sale by Elvin R. Fiers, a full description of which can be seen by reference to D.B. 38, P,606, and D.B.39, P,57. This lot we value at $2500.00 equal to one sixth of total value of the real estate under consideration.

Lot No.6 known as Little Quarter tract situated west of Sunbeam and Courtland road, we allot to Carrie Fiers. This tract we value at

$2400.00 and the deficiency of $200.00 must be paid by Mary A. Fiers who draws lot No.1.

We your commissioners after being duly sworn and after due consideration and with the aid of a competent surveyor did on the 30th. day of August, 1900 make the allotments as above shown and in accordance with map of survey herewith enclosed. All of which are respectfully submitted as partsof this report.

J. R. Gilliam

I.C.Wills Surveyor — R. T. Fiers — Commissioners.

Fee $40 — C. C. Ferguson

COPY

~~Abstract from the~~

A true Copy from the original report of Commissioners filed September 22. 1900 in the Cause of Fiers v Fiers.

Test: B. F. McLemore, Clk
Cir: Ct: Southampton Co.

May 14. 1904

Southampton

Southampton County To wit:

I B. F. McLemore, Clerk of the Circuit Court of said County, State of Virginia, hereby certify that the foregoing is a true copy of the Decree, entered by the Circuit Court of Southampton County on the 3rd day of October 1900, in the cause of Fiers Vs Fiers.

Given under my hand this 14th, day of May 1904.

B. F. McLemore Clerk

Fiers vs Fiers Decree

3 Oct. 1900, Entered this-

Robert R. Prentis.

W. J. Sebrell, p.d.

Entered 332-3-4

Fiers

vs. Decree.

Fiers

This day this cause came on to be further heard upon the papers formerly read, and upon the report of J. R. Gilliam, R. T. Fiers, and C. C. Ferguson, three of the commissioners appointed by a decree herein entered on the 3rd. day of April, 1900, of the partition of the land in the proceedings mentioned among the parties entitled thereto, there being no exception to the said report, which was filed September 22nd. 1900, and was argued by counsel. On consideration whereof, the court doth approve and confirm the said report. And it appearing to the court that in the partition made by the said commissioners, lot No.1, embracing the family residence and containing 136 acres, and more clearly shown on the map of survey accompanying the said report, fell to the share of Mary A. Fiers; lot No.2, embracing that certain tract or parcel of land known as Low-land tract, and more fully and clearly set forth and shown in the said map of survey, fell to the share of Amorette L. Fiers; lot No.3, as set forth and shown in the said map of survey, fell to the share of Virgie A. Fiers; lot No.4, as set forth and shown in the said map of survey, fell to the share of Elvin L. Fiers; lot No.5, embracing that certain parcel of land formerly belonging to the estate of Wm. E. Beale and purchased at Trustee's sale by Elvin R. Fiers in his life time, a description of which can be seen by reference to D.B.No.38, page 606, and D.B.No.39, page 57, in the Clerk's Office of Southampton County Court, fell to the share of Nannie B. Fiers; and lot No. 6, embracing that certain tract or parcel of land, known as Little Quarter, and situated on the west of the Sunbeam and Courtland road, fell to the share of Carrie S. Fiers, the court doth

adjudge, order and decree that the partition in manner and form aforesaid made, be held firm and stable. And it appearing to the court from the report of the said commissioners that the sum of $100.00 is due from the infant defendant, Mary A. Fiers, to the plaintiff, Carrie S. Fiers; and the sum of $250.00 from the infant defendant, Virgie A. Fiers, to the plaintiff, Amorette L. Fiers, as owelty of partitition on the division of the aforementioned lands, it is ordered that W. J. Sebrell, guardian of the said infants, Mary A. Fiers and Virgie A. Fiers be, and he is hereby authorized to pay, out of any funds now in his hands, or that may come into his hands, belonging to the said wards, the said sums of money to the said Carrie S. Fiers and Amorette L. Fiers on behalf of his said wards, the same being due from them to the said Carrie S. Fiers and Amorette L. Fiers as owelty of partition as aforesaid. And it is ordered that the costs of this suit, including an attorney's fee of $200.00, to W. J. Sebrell, attorney for the plaintiffs, for his services in this suit, and a fee of $40.00 to I. C. Wills, surveyor, for his services in making survey and map of the lands in the proceedings mentioned, and the sum of $3.00 to each of the commissioners, J. R. Gilliam, R. T. Fiers and C. C. Ferguson, for their services, be equally borne by the parties to this suit, the adult plaintiffs, Carrie S. Fiers, Amorette L. Fiers and E. L. Fiers, paying their proportionate part of the same, and W. J. Sebrell, guardian of the infant defendants, Mary A. Fiers, Virgie A. Fiers and Nannie B. Fiers, paying on behalf of the said wards their proportionate part of the same.

And it is further ordered that the said report and plat accompanying it and this decree be certified to the Clerk of the County Court of South ampton County to be recorded and that the necessary expense thereof be taxed as part of the costs of this suit.

This deed of Bargain and Sale, made this 15th day of August, 1903, between Annette L. Everett and F. E. Everett her husband, of the first part, and Elvin L. Fiers, of the second part, Witnesseth: That for and in consideration of the sum of $2650.00 to the parties of the first part in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Annette L. Everett and F. E. Everett her husband, of the first part do grant and convey with general warranty, unto the said Elvin L. Fiers of the second part and his heirs forever, that certain tract or parcel of land, lying near Mt. Hood Church in Southampton County, containing by recent survey 363 3/4 acres, and bounded by the lands of Mrs Mary A. Person, Henry A. Johnson, W. L. Beale and others, the same being known as the Lowland tract, and being the identical tract or parcel of land

allotted to said Amorette L. Everett in the division of the lands of her grandfather, E. R. Fiers, deceased, and for a more particular description of which reference is hereby made to a plat of survey of said tract of land, recorded in the Clerks office of Southampton County Court in deed book no. 46. page 603. Witness the following signatures and seals.

Amorette L. Everett. (Seal)

F. E. Everett. (Seal)

Virginia.

In the Clerks Office of Southampton County Court. August. 10. 1903. This deed was presented, and acknowledged in this office by Amorette L. Everett and F. E. Everett, and admitted to record.

Teste: B. F. McLemore C.C.

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

Fee. 50¢

This deed made this 28th. day of Decem
ber in the year one thousand nine hun-
dred & eight, between Elvin L. Fiers of the
first part and Jos. H. Person of the sec-
ond part, Witnesseth: That in consid-
eration of the sum of $2500. the said
Elvin L. Fiers do grant unto the said
Jos. H. Person, with general warranty
all that certain tract or parcel of land
lying near Mt. Horeb Church in
Southampton County Va. containing
by recent survey 36 3 3/4 acres, and bou-
nded by the lands of Mrs. Mary A.
Person, Henry L. Johnson, W. L. Beale
and others, same being known as
the "Lowland Tract", and being the
identical tract or parcel of land allotted
to Annette L Everett, in the division
of the lands of E. R. Fiers, dec'd. and
for a more particular description
of which reference is hereby made
to a plat of survey of said tract re-
corded in the Clerks Office of Southampton
Co. Deed book No 46. Page 603. The
said Elvin L. Fiers covenant that he has
the right to convey the said land to the Grantee
that he has done no act to encumber the
said land, that the Grantee shall have

quiet possession of the said land, free from all encumbrances, and that he the said party of the first part will execute such further assurance of the said land as may be requisite. Witness the following signature and seal

Elvira L. Fiers Seal.

State of Virginia, County of Southampton to-wit: I, Richard Howard a notary Public for the County aforesaid in the State of Virginia, do certify that Elvira L. Fiers, whose name is signed to the foregoing writing bearing date on the 28th day of December 1903 has acknowledged the same before me in my County aforesaid. Given under my hand this 6th day of January 1904. My commission expires March 18th 1907.

Richard Howard.

Notary Public

Virginia.

In the Clerk's Office of Southampton Circuit Court. Feby. 4th 1904. This deed was presented and with Certificate annexed admitted to record.

Teste: B. F. McLemore

C. C.

A Copy.

Teste: B. F. McLemore C. C.

Fee 50c

J. D. ABBITT. J. W. PERSON.

...ABBITT & PERSON...

(Successors to ABBITT BROS.)

Dealers in Dry Goods, Notions, Boots, Shoes,

Groceries, &c. ...Peanuts and Fertilizers Specialties.

Elandsom, Va., 7/15 1905

Mr J N Bonner
Elandsom Va,

Dear Sir I have been requested by Miss Nannie B Pine and her Guardian to notify you or call your attention to the fact that you have no right to cross her land for any purpose what so ever and if you contuit to cross it, you will be reported as contempt to Court

Resp'y J W Person

Exhibit - Bradshaw No

Franklin, Va. March 1, 1905.

Mr. J. T. Bradshaw,
Carsville, Va.

Dear Sir:

As per your request we, the undersigned, have been over the land of E. R. Fiers, Dec'd. as shown us by Mr. J. H. Barnes of Newsoms Va. and with a map of said land furnished us by yourself showing the lands to be divided in 7 lots and named and numbered as follows: Lot # 1 Mary A. Fiers. Lot #2. Amorett L. Fiers. Lot #3 Virgie A. Fiers Lot #4 E. L. Fiers. Lot # 5 Nannie B. Fiers. Lot #6, Carrie Fiers. Lot #7 Richmond T. Fiers. All the above lots of land were shown us by Mr. J. H. Barnes as being the E. R. Fiers, Dec'd. lands, on which you bought certain timber covered by a contract or Deed, dated May 28th, 1895, and a verbal agreement made some time after that.

Our duties as per your request, as we understand them, are as follows:

1st, Has there been any pine, poplar and sweet-gum timber cut from these lands contrary to the contracts furnished us, if so, on what tracts?
2nd, Is there any pine, poplar and sweet-gum timber now standing on the lands 14 inches in diameter across the stump 18 inches from the ground, and if so, on what tracts?
3rd, Has any of the sweet-gum timber been cut, and if so, on what lots?
4th, In a rough way being shown, to be within bounds, about how much sweet-gum timber do you think still remains on the lands not cut?
5th, If any pine, poplar or sweet-gum timber on the lands has been cut under 14" on the stump, 18" from the ground is there enough of and over 14" on the stump, 18" from the ground to off set what was cut?

We have gone over the land and measured many stumps and do herein report as follows:

Lot # 1, Mary A. Fiers.

We did not see any pine, poplar or sweet-gum timber cut under 14 inch in Diameter across the stump, 18" from the ground, we did see some some little left over that size, but not enough to amount to much. This lot was cut about as the average mill man cuts timber, that is, so far as the pine and poplar, but there does not seem to heave been intention of cutting the sweet gum.

Lot # 2, Amorett L. Fiers.

This lot we did not pay any special attention to, as you told us you bought this timber the second time and paid for it by the thousand feet. There did not show to be much sweet-gum on this lot.

Lot # 3, Virgie A. Fiers.

We could not find any stumps cut under 14" in diameter, 18" from the ground, but we did see several trees standing larger than 14" in diameter, 18" from the ground. We did not see any sweet-gum timber on this lot to amount to much.

Lot #4, EL. L. Fiers,

We could not find any stumps cut under 14" in diameter.

Lot #5, Nannie B. Fiers,

We examined this lot of land carefully and we did find a few pine stumps cut under size, but there is now standing considerable more pine timber over 14" in diameter than what was cut. There is some sweet-gum on this tract and there shows to have been some sweet-gum cut from the land, but nothing like all of it.

Lot # 6, Carrie Fiers,

We spent several hours on this lot and measured many stumps and we did find some pine stumps under 14" in diameter, 18" from the ground, but they would not count 1% and in many cases they were 13 3/4 inches in diameter and posibly 20 to 24 inches from the ground, and as timber when it dies decreases in size we believe the most of the few we found were 14" at the time they were cut, but if they were not there now stands more than enough pine and poplar timber over 14" in diameter 18" from the ground to off set what was cut, notwithstanding the fact that someone has cut during the the past year, as shown by the stumps, several thousand feet of pine timber 14" and larger at the stump. This, however is not intended to cover the trees cut for the mill yard which we understand you had a special right to clear. There is considerable sweet-gum on this lot and it does not appear to us that there has been any pretence

made to cut it, as we only saw about three trees cut.

Lot # 7, Richmond T. Fiers,

We went on this lot, but as you told us you bought the pine and poplar timber on this lot from 14" to 6" we did not measure any stumps , but we did find some sweet-gum had been cut, but not any great amount, we dont think to exceed 30,000 feet and that was practically all cut on a few acres, we only saw a few trees cut on the land at other places. On this lot there is a nice lot of sweet-gum and it does not appear to us th that any pretence was made to log the sweet-gum during the time that you were logging the pine and poplar. We did not take the time to estimate accurately the sweet-gum timber on the E. R. Fiers, Dec'd, lands, but we are satisfied that 1,000,000 feet is an underestimate of the quanity now standing 14" in diameter 18" from the ground . And for your further information will say that the principal part of this gum can be found on lots #6 & 7. We also notice that ther has been ~~done~~ sweet gum cut rec-ently ,but we did not make any estimate of the quantity. We hope this report will be satisfactory to you. It is as we find things, and we hereto affix our signatures and seals and extend to you the privileges of useing this report in any manner you see fit.

Sign { H. V. Kellam
F. W. Ross.

Entered February 3, 1904
Attest
Entered
C.O.B. Page 50

Circuit Court of Southampton County, in vacation, on the 3d. day of February 1904.

Joseph W. Person, Mary A. Person, his wife, Elvin L. Pipes, Virgie A. Pipes, Carrie S. Pipes and Mannie B. Pipes, the latter an infant under the age of twenty-one years who sues by Joseph W. Person, her next friend,----------Complainants

against

J. T. Bradshaw----------Defendant

O

On motion of complainants in the above entitled cause, the defendant therein being represented by counsel, an injunction is granted in accordance with the prayer of the bill, restraining the defendant J. T. Bradshaw, his agents, employees and every one claiming through or under him, from cutting or removing any timber trees or trees of any nature from the lands belonging to the complainants, formerly belonging to E. R. Pipes, deceased, and described in the deed from Elvin R. Pipes to J. T. Bradshaw dated the 28th. day of May, 1895, and admitted to record on the 29th. day of May, 1895, in the Clerk's Office of the County Court for the County of Southampton, as "being all the land owned by the said Elvin R. Pipes in fee simple, lying in the said County of Southampton, adjoining John J. Dwyer, Dr. W. H. Daughtrey & others", and restraining the said J. T. Bradshaw, his agents, employees and every one claiming through or under him from entering upon the said lands belonging to the said complainants for any purpose whatsoever.

But before this injunction shall take effect, the said complainants, or one of them, or some one for them, shall enter into and acknowledge bond before the Clerk of the Circuit Court for the County of Southampton, with security to be approved by him, in the penalty of one thousand ($1000.00) dollars, conditioned to pay all such costs as may be awarded against them and all such damages as may be incurred by the defendant, J. T. Bradshaw, in case this injunction shall be dissolved.

To the Clerk of the Circuit Court of Southampton County:

Robert R. Pipes

Person to sue als:

v } Injunction.

Bradshaw

The bond required by the within order has been given with sureties deemed sufficient.

B. F. McDermand b.b

Executed by delivering a true copy of the within writ to J. H. Barnes agt of J. L. Bradshaw Feb 17th 1904

J. F. Bishop Deputy for J. L. Gillett Sheriff

Circuit Court of Southampton County, in vacation, on the 3rd day of February, 1904.

Joseph W. Person, Mary A. Person, his wife, Elvin L. Fiers, Virgie A. Fiers, Carrie S. Fiers, and Nannie B. Fiers, the latter an infant under the age of twenty one years who sues by Jospeh W. Person, her next friend,----------Complainants

against

J. T. Bradshaw----------Defendant.

On motion of the complainants in the above entitled cause, the defendant therein being represented by counsel, an injunction is granted in accordance with the prayer of the bill, restraining the defendant J. T. Bradshaw, his agents, employees, and every one claiming through or under him, from cutting or removing any timber trees or trees of any nature from the lands belonging to the complainants, formerly belonging to E. R. Fiers, deceased, and described in the deed from Elvin R. Fiers to J. T. Bradshaw, dated the 28th day of May, 1895, and admitted to record on the 29th day of May, 1895, in the Clerks Office of the County Court for the county of Southampton, as "being all the land owned by the said Elvin R. Fiers in fee simple, lying in the said county of Southampton, adjoining John J. Dyer, Dr. W. H. Daughtry and others," and restraining the said J. T. Bradshaw, his agents, employees and every one claiming throigh or under him from entering upon the said land belonging to the said complainants for any purpose whatsoever.

But before this injunction shall take effect, the said complainants, or one of them, or some one for them, shall enter into and acknowledge a bond before the Clerk of the Circuit Court of for the county of Southampton, with security to be approved by him, in the penalty of one thousand dollars, ($1000.) conditioned to pay all such costs as may be awarded against them and all such damage as may be incurred by defendant, J. T. Bradshaw, in case this injunction shall be dissolved.

To the Clerk of the Circuit Court of Southampton County.

Robert R. Prentis.

A Copy. Teste: R. F. McLemore C.C.

For H. Persons writ of Ch.

vs

J. T. Bradshaw

Decree

March 22nd 1904

To be entered.

Robert R. Reed Ch.

Entered.
C. O. B. p. 68.

Mr Arnett
McLemore Corbitt P.Q.
W.S. Holland p.d

Jas H. Persons and Mary A Persons his wife, Elvin L. Fiers and Virgie A. Fiers ~~his wife~~, Carrie B. Fiers and Nannie B. Fiers, the last being an infant under the age of twenty one years

vs

J J. Bradshaw

This cause came on this day to be heard on the bill of complaint, and the answer of the defendant, filed this day by leave of court, with general replication thereto, and was argued by counsel.

On consideration whereof the court, by consent of parties entered of record, doth order that ~~the papers in~~ this cause ~~may~~ be submitted to the Judge of this Court ~~in vacation~~ for such decision and decrees thereon, in vacation, as might be ~~rendered and entered~~ made in term.

Jas H.

1905

Joseph W. Person et als.

v.

J. T. Bowdidew

DEMURRER--

Entered July 1905.

Filed July 1905

Robert H. Starbuck

Clerk

D. C. Bk 169.

Demurrer to Bill of Complaint

Filed in the Circuit Court of the United States for the Eastern District of North Carolina.

The defendant, J. T. Bowdidew, by protestation, not confessing all or any of the matters and things in the complainants' bill of complaint contained to be true in such manner and form as the same are therein and thereby set forth and alleged, doth demur to the said bill of complaint and for cause of demurrer showeth that it appears by the said bill of complaint that the complainants have not any equity in the matters and things therein contained whereby they can or ought to have any relief against this defendant touching the matters aforesaid; and this defendant doth aver that the said bill of complaint is not sufficient in law to ground any decree thereon against this defendant; and this defendant is ready to aver and maintain this demurrer as this court shall direct; and prays to be hence dismissed with his reasonable costs and charges in this behalf sustained.

Wherefore, for want of sufficient matter in the said bill of complaint to entitle the complainants to any relief against this defendant in this court, this defendant demands the judgment of this court whether he shall be compelled to make any further answer to the said bill of complaint, and prays to be dismissed with his reasonable costs and charges in this behalf sustained.

J. T. Bowdidew

By Counsel.

Rodman & Rodman

Solicitors for Defendant.

IN THE CIRCUIT COURT OF THE COUNTY OF SOUTHAMPTON, IN VACATION,

ON THE 7th DAY OF JULY, 1905.

Joseph W. Person, Mary A. Person, his wife, Elvin L. Piers, Virgie A. Piers, Carrie S. Piers, and Nanny B. Piers, the latter an infant under the age of twenty one years, who sues by Joseph W. Person, her next friend,----------Complainants

v.

J. T. Bradshaw----------Defendant

This cause came on this day to be again heard by consent of parties heretofore entered of record in open court, on the papers formerly read and upon the evidence of witnesses filed, and was argued by counsel.

On consideration whereof, it appearing to the court from the statements of counsel that all matters and questions which have arisen and may arise under this suit including any question in regard to interest due by J. T. Bradshaw to the estate of E. R. Piers, deceased, or to owners of the land, and including as well all questions concerning timber cut under size or left standing over size, have been settled by an agreement between the defendant, J. T. Bradshaw, and adult complainants, so far as their own interests are concerned, the court doth adjudge, order and decree that the said settlement by way of compromise, the terms of which agreement are herein indicated, be and the same is hereby approved, ratified and confirmed as to all parties to this suit including the infant complainant.

And the court, by consent, doth further adjudge, order and decree that the injunction heretofore awarded the complainants

in this cause on the 3rd. day of February, 1904, enjoining the defendant, J. T. Bradshaw, his agents, employees and those claiming through or under him, from cutting or removing any timber tree or trees of any sort from the lands belonging to the complainants formerly belonging to E. R. Fiers, now deceased, and described in the deed from E. R. Fiers to J. T. Bradshaw dated on the 28th. day of May, 1895, and recorded in the Clerk's office of the Circuit Court of Southampton County, and more fully described in the bill and proceedings in this cause, and further to enjoin the said defendant, his agents and employees and those claiming under him, from entering upon the said land for any purpose whatsoever, be, and the same is hereby made perpetual.

And the court doth further adjudge, order and decree that the complainants pay all the taxable cost of this suit, but no attorney's fee shall be taxed.

All matters, controversies and questions which have arisen or may arise in this suit having been settled, and nothing further appearing to be done, it is ordered that the same be removed from the docket.

Robert R. Davis

To the Clerk of the
Circuit Court of
Southampton County: