1906-12 Sumpter County Chancery Lessy Lumber Co. vs Bryant, Julian et al

"Injunction"
Restrained from cutting
Timber

Bryant, A.A.
Hill, Frank
Muse, Susan
Hart, E.B.

Surry Lumber Co.

v. Bill & Exhibits

Julain Bryant et als.

1905. May 25. Filed.

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIR-
CUIT COURT OF SOUTHAMPTON COUNTY:

Surry Lumber Company, a Corporation,- - - - - - -Complainant

v. --IN CHANCERY--

Zulain Bryant, A. A. Bryant, Frank T. Hill, Simon Merr and E. P. Hart,- - - - - - - - Defendants.

Humbly complainaning your orator, SURRY LUMBER COMPANY, a corporation chartered, existing and operating under the laws of the State of Virginia, showeth unto the Court the following case:-

That heretofore, to-wit, on the 20th. day of February, 1886, H. K. Williams and Mary E. Williams, his wife, by deed which was duly executed and recorded in the Clerk's Office of the County Court of Southampton on the 18th. day of May, 1886, conveyed to your orator, with general warranty, and for good and valuable consideration, all of the timber on that certain tract or parcel of land in the County of Southampton, owned by the said H. K. Williams and Mary E. Williams, bounded and described as follows:

"On the north by the lands of Henry Joyner and Mrs. George Bryant; on the east by the lands of Edwyn N. Williams and the Jerusalem road; on the south by thelands of James Babb; and on the west by the lands of the said James Babb, containing three hundred and seventy two and one half (372 1/2) acres by survey, and situated about two and one half (2 1/2) miles north east from the town of Courtland".

That in addition to the usual stipulations as to rights of way and other privileges, the said deed contained the following clause:

"And it is further covenanted and agreed by and between

the partied hereto, that the said Surry Lumber Company shall have five years in which to cut and remove said timber from the time they commence to manufacture said timber into wood or lumber, but they shall not be limited as to the time im which they shall commence to cut or remove the same".

Prior to the execution of said deed, the said H. K. Williams and wife had executed to Thomas J. Pretlow, Trustee, a deed of trust bearing date the day of whereby they conveyed the tract of land above referred to, in trust to secure the payment of a certain debt which was then owned and held by John Pretlow, Jr.; and the said John Pretlow, Jr., the beneficiary under said deed, consented to the sale of said timber to your orator, evidencing his consent thereto by joining with the grantors in signing and acknowledging the said deed to your orator first above referred to; as will more fully appear from a certified copy of said deed which is herewith filed, marked Exhibit A, and prayed to be read as a part of this bill.

Your orator further avers that on the 17th. day of February, 1891, the said H. K. Williams (also sometimes called Henry K. Williams) and Mary E. Williams, his wife, being still the owners of said tract of land, subject to the rights of your orator under the deed first above referred to, by another deed, bearing date the 17th. day of February, 1891, and duly recorded in the County Court of Southampton County, conveyed to your orator, its successors or assigns, with general warranty,

"All the pine timber on the land of said H. K. Williams, in Southampton County, bounded as follows, to-wit: On the north by Henry Joyner and Mrs. Bryant, east by Edwyn N. Williams and the public road leading from Courtland to Ivor; south and west by lands of James Babb.

This deed includes all the timber not included in a deed from Williams and wife to the Surry Lumber Company, executed February 20th.,1886, and of record in the Clerk's office of Southampton County, and is intended as a finality. It includes all the pine timber down to 12 inches at the stump; it being the timber on the land surveyed by W. H. Hood, and contains 216 1/4 acres."

of this bill, marked Exhibit C.

That in addition to the usual stipulations as to rights of way and other privileges, there is contained in said deed the following clause:

"And it is further covenanted and agreed by and between the parties hereto, that the said Surry Lumber Company shall have five 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 and remove the same."

Your orator further avers that the above deed conveyed the timber upon the same tract of land that was conveyed to your orator by deed bearing date the 20th. day of February, 1886, first above referred to; and further avers that the said John Pretlow, Jr., was still the holder of the debt secured under the deed of trust thereon to Thomas J. Pretlow, Trustee, above referred to, and that he, the said John Pretlow, Jr., and John A. Hundley and Pretlow & Co., judgment creditors of said H. K. Williams, consented to the sale of said timber to your orator, and evidenced their consent thereto by signing and acknowledging the deed to your orator, bearing date the 17th. day of February, 1891, as will more fully appear from a certified copy of said deed, filed herewith as Exhibit B, and prayed to be read as a part of this bill.

Your orator further avers that afterwards, to-wit, in the month of December, 1893, Thomas J. Pretlow, Trustee in the deed of trust above referred to, sold the said tract of land by public auction, and by deed bearing date the 18th. day of December, 1893, conveyed the said land to John Pretlow, Jr., the purchaser thereof, (he being the same John Pretlow, Jr., who held the debt the payment whereof was secured by said deed of trust), and in said deed, described the land as the land of H. K. Williams, consisting of 372 1/2 acres; as will more fully appear from a copy of said deed, filed herewith as a part of this bill, marked Exhibit C.

Your orator further avers that John Pretlow, Jr., the owner of said land, afterwards departed this life, having first made his last will and testament, and that the executors under the said will, to-wit, R. A. Pretlow and J. A. Pretlow, in pursuance of power granted them in the will of said John Pretlow, Jr., on the 17th. day of April, 1900, conveyed to Zulain Bryant, the wife of A. A. Bryant, of the County of Southampton, the aforesaid tract of land, describing the same as containing 372 1/2 acres; as will more fully appear from a certified copy of said deed, herewith filed, marked Exhibit D; and your orator avers that at the time the said deed was executed, the said Zulain Bryant and A. A. Bryant had actual personal knowledge of the previous deeds made to your orator by H. K. Williams and wife, above referred to, bearing date, respectively, on the 20th. day of February, 1886, and on the 17th. day of February, 1891.

Your orator further avers that on the 17th. day of April, 1900, (the day on which the said land was conveyed by the executors of John Pretlow, Jr., to Zulain Bryant) the said Zulain Bryant and A. A. Bryant, her husband, by deed bearing date on the said 17th. day of April, 1900, and now duly recorded in the county of Southampton, sold and conveyed with general warranty, and in consideration of the sum of $350.00, to your orator, all of the timber on the said tract of land which measured 12 inches or more in diameter at the stump, except the oak trees, describing the said timber as follows:

"All the timber on the tract of land known as the H. K. Williams tract, which had not been previously sold to the said Surry Lumber Company. This land is situated in Southampton County, Virginia, and contains 375 acres, more or less, and adjoins the land of Henry Joyner, Edwyn Williams, George Bryant, James Babb, and others. It is understood and agreed that when this timber is cut no trees shall be cut which are under twelve inches in diameter at the stump, and none of the oak trees are sold."

Your orator avers that in the last mentioned deed, in addition to the stipulations as to rights of way and other privileges, there is contained the following clause:

"And it is further covenanted and agreed by and between the parties hereto, that the said Surry Lumber Company shall have five years in which to cut and remove said timber, from the time they commence to manufacture said timber into wood or lumber, but they shall not be limited as to the time in which they shall commence to cut and remove the same."

Your orator avers that under the provisions of the said deeds above referred to, all of the pine timber on the said tract of land, known as the H. K. Williams tract, down to 12 inches in diameter at the stump when cut, was conveyed to your orator in fee simple absolute, subject only to one condition, namely: that when it began to cut and remove the same it must complete the work within five years from the time of commencement, and all trees which remained upon the said land at the expiration of the said five years from the time your orator commenced to cut and remove the same should revert to the owner of the said land.

Your orator states that it has not yet cut or begun to cut and remove any of the timber growing or standing on the said H. K. Williams tract; but that Zulain Bryant, who owns the fee in the land upon which your orator's timber is growing, (subject to the rights of your orator to have its trees remain thereon and be nourished therefrom) and A. A. Bryant, have, themselves, and by their agents and employees, entered upon the said timber and without authority, permission, leave or license, wrongfully and unlawfully cut, hauled, wasted, removed and sold from said land, large quantities of your orator's timber, viz: one million (1,000,000) feet of the value of three thousand ($3000.00) dollars, and are still engaged in depredating thereupon, and cutting, hauling, wasting, removing

and selling same; and the other defendants have conspired with them in the commission of said trespasses.

Your orator avers that there is now a large quantity of logs, to-wit, one hundred thousand (100,000) feet, on the banks of the Nottoway river about three quarters (3/4) of a mile north of Courtland, cut from your orator's timber trees on said H. K. Williams tract by the said Zulain Bryant and A. A. Bryant, her husband, and their agents and employees, which it is advised they have sold to one Frank T. Hill, of the County of Southampton, who is now about to remove said logs to his mill to be manufactured by him; that the said Frank T. Hill has full knowledge of your orator's rights, and with this knowledge has aided and assisted the said Zulain Bryant and A. A. Bryant in cutting, hauling and removing the said timber and otherwise committing the wrongs herein complained of, and has, at sundry times in the past eighteen months, conspired, aided and abetted in said trespass, and has bought from the said Zulain Bryant and A. A. Bryant timber and logs (how much your orator does not know) belonging to complainant, with full knowledge of the fact that they had been illegally cut and removed by said Zulain Bryant and A. A. Bryant.

That one Simon Merr, of Courtland, in the County of Southampton, has within the past twelve months conspired with the said Zulain Bryant and A. A. Bryant in committing unlawful trespass upon the property of your orator, and has bought from the said Zulain Bryant and A. A. Bryant, large quantities of timber and logs standing or cut from the said H. K. Williams tract of land with full knowledge of your orator's title thereto, and in defiance of its rights; that the quantity of lumber cut by him, or cut by Zulain and A. A. Bryant, and sold to him from said tract of land belonging to your orator, will

probably reach the sum of one hundred and fifty thousand (150,000) feet.

That one E. P. Hart of Courtland, in the County of Southampton, has, within the past eighteen months, conspired with the said Zulain Bryant and A. A. Bryant, in the trespass committed by them, and bought large quantities of timber and logs, standing or cut from the said H. K. Williams tract of land, well knowing at the time same was sold, cut, hauled, removed and delivered, that it was the property of your orator; the total amount being unknown, but supposed to be five hundred thousand (500,000) feet.

That said Zulain and A. A. Bryant have been frequently warned against cutting your orator's timber from the tract of land, and the said E. P. Hart, Simon Merr and Frank T. Hill have been warned against buying the timber trees or lumber from said Zulain Bryant and A. A. Bryant, all of which warning have been totally disregarded, and your orator's rights frequently violated, and the destruction of its property continued and continuing.

That A. A. Bryant is insolvent, and Zulain Bryant is financially unable to respond in damages for the wrongs, injury and damage herein complained of, should a decree be entered against her with the force and effect of a judgment; that the cutting, hauling, removing, selling and buying of your orator's timber trees, as above herein complained of, is a continuing trespass, is causing your orator to suffer irreparable injury, and unless its rights are protected by an injunction, it will be helpless to preserve and enjoy its vast timber holdings herein above referred to.

Your complainant further states that it has a large lumber manufacturing plant at Dendron, in the county of Surry, representing an investment of more than a quarter of a million

dollars, with a daily capacity of nearly four hundred thousand (400,000) feet of boards; that to justify such a plant and an outlay of so large an amount of money, it was necessary, yea, imperative, that large tracts and bodies of timber be bought far in advance of the time same was expected to be manufactured, and at considerable distance from the plant; such a course your orator pursued, buying extensively in the counties of Southampton, Surry, Sussex, [illegible] and others, some of its holdings being as much as 45 miles from Dendron; that this standing timber was bought from the various original owners thereof, with the full knowledge on their part of the circumstances, facts and conditions as last above herein set forth.

Your orator is advised and therefore avers and charges that the cutting, hauling, wasting, removing and selling of the standing timber as herein before set forth, by Zulain Bryant and A. A. Bryant, her husband, and other agents and employees, and the purchasing of same by Frank T. Hill, Simon Merr and E. P. Hart, was and is a willful and premeditated violation of the property rights of your orator, has already resulted in loss incapable of adequate compensation in damages, and unless checked by the strong arm of this court, would result in irreparable damage to your orator.

In consideration whereof, and forasmuch as your orator is without adequate remedy, save by the aid of a Court of Equity, where such matters are properly cognizable, to the end therefore that justice may be done, it prays that Zulain Bryant, A. A. Bryant, Frank T. Hill, Simon Merr and E. P. defendants Hart, may be made parties to this bill, and required to answer the same, (but answers under oath are hereby expressly waived) that said defendants may, individually and collectively, be enjoined and restrained from the further cutting, hauling,

wasting, removing, selling or buying any of the standing timber conveyed to your orator by the two deeds from H. K. Williams and Mary E. Williams, his wife, the first dated February 20th.,1886, and the second dated February 17th.,1891, and by deed from Zulain Bryant and A. A. Bryant, dated April 17th 1900, more particularly hereinbefore described, and also enjoined and restrained from moving, disposing of or otherwise interfering with any logs or lumber cut or manufactured from trees described in either of the last aforesaid deeds; that a receiver may be appointed to take possession of any felled timber trees, logs or lumber in possession of any of the defendants, which was cut from said land and is described in said deeds; that all such lumber and logs be sold and the proceeds paid over to your complainants; that the said defendants be each required to render a full, complete and accurate account of all the logs and lumber cut by them from the said land, and that Frank T. Hill, Simon Merr and E. P. Hart be each required to render a full, complete and accurate account of all the logs and lumber purchased by them from Zulain Bryant and A. A. Bryant, or either of them; that the said defendants be required to compensate your orators for all the timber cut from said land, and for all the damages sustained by reason of the violation of its rights, and the sundry trespasses upon its property; that all such orders and decrees may be entered, inquiries made, accounts taken, and all such other, further, general and special relief may be granted your complainant as the nature of its case may require, or to equity shall seem meet. And your complainant will ever pray.

SURRY LUMBER COMPANY,
by Edward Rogers,
Superintendent.

White, Tunstall & Wilcox,
Davis & Davis,
McLemore & Corbett. p.q.

STATE OF VIRGINIA,
To-wit:
COUNTY OF SURRY,

I, W C Gladden, a Notary Public for the county aforesaid, in the State of Virginia, do hereby certify that Edward Rodgers, Superintendent of the Surry Lumber Company, whose name, as such, is signed to the above bill of complaint, personally appeared before me, in my county aforesaid, and made oath that the statements contained therein, so far as made of his own knowledge, are true, and so far as made upon information derived from others, he believes them to be true.

Given under my hand this 25 day of May, 1905.

W C Gladden,
Notary Public.

My commission expires 19 day
of March, 1907.

Williams' tract of land, now owned by the said Julia Bryant, containing three hundred and seventy two and one half (372 1/2) acres, more or less, bounded by the lands of Henry Sutton, Sawyer Williams, George Bryant, James Babb and others, and more particularly described in the bill and proceedings of the cause, until the future order of this court.

And the said Frank T. Hill, Simon Marr and R. P. Hart are enjoined and restrained from purchasing any of the standing timber, logs or lumber twelve (12) inches and over on the stump, now standing or which grew on the said tract of land; and they are also enjoined and restrained from moving, manufacturing or selling any of the logs cut from the said land, or from selling or disposing of the lumber manufactured from the said logs, and in their possession, or in the possession of either of them, until the future order of this court.

And are also enjoined from collecting any money that may be due to them, arising from the sale of

And the said Frank T. Hill is enjoined, especially, from

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, MAY 25th, 1905.

-----O-----

Surry Lumber Company, a Corporation----------Complainant

v. --IN CHANCERY--

Zulain Bryant, A. A. Bryant, Frank T. Hill, Simon Merr and E. P. Hart----------Defendants

-----O-----

On motion of complainant, an injunction is granted in accordance with the prayer of the bill, enjoining and restraining the defendants, Zulain Bryant, A. A. Bryant, Frank T. Hill, Simon Merr and E. P. Hart, their agents, employees and all other persons, from cutting, hauling, selling, or otherwise interfering or dealing with the standing timber down to twelve (12) inches on the stump, when cut, on the original "Henry K. Williams" tract of land, now owned by the said Zulain Bryant, containing three hundred and seventy two and one half (372 1/2) acres, more or less, and bounded by the lands of Henry Joyner, Edwyn Williams, George Bryant, James Babb and others, and more particularly described in the bill and proceedings of the cause, until the future order of this court.

And the said Frank T. Hill, Simon Merr and E. P. Hart are enjoined and restrained from purchasing any of the standing timber, logs or lumber twelve (12) inches and over on the stump, now standing or which grew on the said tract of land; and they are also enjoined and restrained from moving, manufacturing or selling any of the logs cut from the said land, or from selling or disposing of the lumber manufactured from the said logs, and in their possession, or in the possession of either of them, until the future order of this court.

And the said Frank T. Hill is enjoined, especially, from

selling or otherwise
removing, disposing of, or in any way interfering with a certain lot of logs now lying on the banks of the Nottoway river, about three quarters of a mile north of Courtland, cut from trees standing on the said lands, of the size of twelve (12) inches and over on the stump, until the future order of this court, or from collecting any money that may be due to him, arising from the sale of any such logs.

But before this injunction shall take effect, the said Surry Lumber Company, or some one for it, shall enter into and acknowledge a bond, with good security, before the Clerk of the Circuit Court of the County of Southampton, in the penalty of Two thousand ($2,000.00) dollars, conditioned to pay all such costs as may be awarded against the complainant, and all such damages as may be incurred in case the injunction shall be dissolved.

~~And on the further motion of complainant, J. L. Gillette, Sheriff of the County of Southampton, who is hereby appointed Receiver for the purpose, is directed to take immediate possession of all the lumber and logs twelve (12) inches on the stump and over, cut from the lands now owned by Zulain Bryant, and now on the banks of the Nottoway river, about three quarters of a mile from Courtland, and is also ordered to take possession of any other logs or lumber cut by either of the defendants in this cause of the size of twelve (12) inches and over on the stump from the aforesaid tract of land wherever the same may be found, and hold and preserve the same to await the future disposition thereof by this court, and the said Receiver will make report to court.~~

and also to collect any money that may be due to either of the defendants arising from the sale of any such logs.

To the Clerk of the Circuit Court of Southampton County to be entered in his Chancery order book.

Robert R. Martin

Judge of the Circuit Court of the City of Suffolk and County of Nansemond.

"B"

COPY

H. K. WILLIAMS & OTHERS

To

DEED

SURRY LUMBER COMPANY

FEBRUARY 17, 1891.

THIS DEED, Made and entered into this 17th day of February A. D. 1891, between Henry K. Williams, and Mary E. Williams his wife, 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 Nine Hundred and Forty-Three & 75/100 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 perform, hereby grant, bargain and sell with general warranty, unto the said Surry Lumber Company, their successors or assigns, all the pine timber on the land of the said H. K. Williams in Southampton County bounded as follows to wit: On the north by Henry Joyner and Mrs. George Bryant, East by Edwin N. Williams and the public road, leading from Courtland to Ivor, South and West by lands of James Babb, This deed includes all the timber not included in a deed from said Williams and wife to the Surry Lumber Company executed February 20, 1886, and of record in the Clerk's Office of Southampton County, and is intended as a finalty. It includes all the pine timber down to twelve inches at the stump, it being the timber on the land surveyed by W. H. Hood, and contains 216-1/4 acres, 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 John Pretlow, Jr., who now holds a Deed of Trust on the lands upon which said timber is situated consents to this sale by signing this deed. And John A. Hundley and Pretlow & Co., who have judgement liens on said land consents to this sale by signing this deed, and it is further covenanted and agreed by and between the partied hereto, that the said Surry Lumber

Company, shall have five 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 instrumant of writing, until the purchase price in full for the same shall have been paid. 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 incumbrances, and that they the said parties of the first part will execute such further assurances of the same as may be requisite.

Witness the hands and seals of the parties hereto this 17th day of February 1891.

H. K. Williams ---------(SEAL)

Mary E. Williams --------(SEAL)

John Pretlow, Jr. -------(SEAL)

J. A. Hundley ----------(SEAL)

Pretlow & Co. ----------(SEAL)

By

John Pretlow, Jr., one of the firm

STATE OF VIRGINIA:

County of Southampton SS

I, Edward Rogers, a Notary Public in and for the County and State aforesaid do hereby certify that H. K. Williams, Mary E. Williams, John Pretlow, Jr., J. A. Hundley and John Pretlow, Jr., signing for Pretlow & Co., whose names are signed to the foregoing writing bearing date on the 17th day of February 1891, have acknowledged the same before me in my County aforesaid.

Given under my hand this 17th, day of February 1891.

Edward Rogers.

Notary Public.

Southampton County: In the Clerk's Office February 17th, 1891.
The foregoing deed from H. K. Williams et als to Surry Lumber
Company, was this day received and with certificate annexed
admitted to record.

Teste: B. F. McLemore C. C.

A Copy

Teste: B. F. McLemore C. C.

B. F. McLemore D. C.

2/20/86
"A"

COPY

H. K. WILLIAMS AND OTHERS

To (DEED

(SURRY LUMBER COMPANY

FEBRUARY 20, 1886.

THIS INDENTURE, made and entered into this 20,th day of February A. D. 1886, between H. K. Williams, and Mary E. his wife of the County of Southampton, in the State of Virginia of the first part, and the Surry Lumber Company of the second part.

Witnesseth: That the said H. K. Williams and Mary E, his wife, for and in consideration of the sum of $43.75 to the party of the first part in hand paid the receipt whereof is hereby acknowledged which said sum of $43.75 is intended as one third of the purchase price of $1.75 per acre for all the timber on the timbered lands hereinafter mentioned, and which said sum of $43.75, whether found in excess or deficiency upon a survey of the said timbered lands is to be adjusted by and between the parties hereto at the time of the second or subsequent payment, and in the further consideration of the covenants and agreements hereinafter mentioned, and which the said Surry Lumber Company are to observe and perform doth hereby grant, bargain and sell with general warranty unto the said Surry Lumber Company their successors and assigns, all the timber on the timbered lands of grantors lying in Southampton County and bounded and described as follows to wit: On the north by Henry Joyner and Mrs. George Bryant, on the east by Edwyn K. Williams and the Jerusalem road, on the south by James Babb's land and on the West by said Babb's land together with a right-of-way across the said tract of land above described for the purpose of removing the said timber cut from the 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 H. K. Williams and Mary E/ his wife, by these presents that they the said Surry Lumber Company shall and will on or before the first day of March 1889, pay to the said H. K. Williams, and Mary E., his wife, one third of the purchase price of said timber subject to the adjustments herein before mentioned, and the remainder on or before the first day of March 1891, unless the said timber be cut by the said Surry Lumber Company within less

than five years, in which event the said Surry Lumber Company is to pay in addition to the one third cash payment this day made one-third of purchase price subject to the adjustments hereinbefore mentioned, when the timber is one third cut and the remainder when the timber is two thirds cut. And it is further covenanted and agreed by and between the parties hereto, that the said Surry Lumber Company shall have five years inwhich 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.

Witness the hands and seals of the parties this 20th day of February 1886.

H. K. Williams SEAL

Mary E. Williams SEAL

John Pretlow, Jr. SEAL

Richard T. Waters SEAL

Pres. Surry Lumber Company.

Surry Lumber Co. Incorporated Feb 4, 1885. Va.

STATE OF VIRGINIA?

County of Southampton S. S.

I, Wm. H. Parker a Commissioner in Chancery of the Circuit Court for the County of Southampton, in the State of Virginia, do hereby certify that H. K. Williams whose name is signed to the foregoing bearing date on the 20th day of February 1886, has acknowledged the same before me in my County aforesaid. Given under my hand this 20th day of February 1886.

W. H. Parker,

Commissioner in Chancery.

STATE OF VIRGINIA,

County of Southampton S. S.

I, Wm. H. Parker, a Commissioner in Chancery of the Circuit Court for the County of Southampton, in the State of Virginia, in the State of Virginia, do hereby certify that Mary E. Williams the wife of H. K. Williams, whose names are signed to the writing above bearing date on the 20th day of February 1886; personally appeared before me in my said County, and being examined by me privily and apart from her husband , and having the writing aforesaid fully explained to her, she, the said Mary E. Williams acknowledged the said writing to be her act, and declared that she had willingly executed the same and does not wish to retract it. Given under my hand this 20th day of Februaru 1886.

W. H. Parker ,

Commissioner in Chancery.

State of Virginia,

County of Southampton, to wit:

I, W. H. Parker, a Commissioner in Chancery of the Circuit Court for the County of Southampton in the State of Virginia, do hereby certify that John Pretlow, Jr., whose name is signed to the foregoing writing, bearing date on the 20th day of February 1886, has acknowledged the same before me in my County aforesaid. Given under my hand this 22nd day of March 1886.

W. H. Parker,

Commissioner in Chancery.

STATE OF MARYLAND,

City of Baltimore, S. S.

I, Wm. H. Jones, a Notary Public for the State of Maryland City of Baltimore, do certify that Richard T. Waters whose name is signed to the writing above, bearing date the 20th day of February 1886, has acknowledged the same before me in my City aforesaid, and I, the said WM. H. Jones, Notary Public for the State and City aforesaid do hereby certify that the said Richard T. Waters, President of the Surry Lumber Company, of the State of Virginia, has this day acknowledged before me in my City aforesaid, that the seal attached to the said writing is the corporate seal of the said Corporation, and that the said writing is the act and deed of the said Corporation. Given under my hand and notarial seal the 18th day of May 1886.

Wm. H. Jones, Notary Public, Baltimore, Md.

W. H. Jones,

Notary Public.

SOUTHAMPTON COUNTY:-

In the Clerk's Office, May 18th 1886.

The foregoing deed from H. K. Williams and others to Surry Lumber Company, was this day received and with the certificates annexed, admitted to record.

Teste. J. B. Prince, C. C.

A Copy

Teste, ~~H. B. McLemore, C. C.~~ B. F. McLemore C C

~~By H. B. McLemore, D. C.~~

"C"

Copy

Zulaim.

Zulaim Bryant

and

A A Bryant

to

Deed

Sherry Lumber Co.

April 17th 1900 —

Copy

THIS DEED, Made and entered into this 17th day of April A. D. 1900, between Zulain Bryant and A. A. Bryant, of the County of Southampton, in the State of Virginia, of the first part, and the Surry Lumber Company, a croporation 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 Three Hundred and Fifty Dollars ($350.00), to them in hand paid, the receipt of which is hereby acknowledged, do 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 known as the Henry K. Williams tract, which has not been previously sold to the said Surry Lumber Company. This land is situated in Southampton County, Virginia, and contains 375 acres, more or less, and adjoins the lands of Henry Joyner, Edwin Williams, George Bryant, James Babb, and others. It is understood and agreed that when this timber is cut no trees shall be cut which are under twelve inches in diameter at the stump, and none of the oak trees are sold.

Together with a right of way across 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 it is further covenenated and agreed by and between the parties hereto, that the said Surry Lumber Company shall have five 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 the said parties of the first part also hereby convenant that they have a full and lawful right to convey the said propetty, that they have done no act to encumber the same, and that

the Grantee shall have quiet possession of the same, free from all incumbrances, and they they the said parties of the first part, will execute such further accurance of the same as may be requisite.

Witness the hands and seals of the parties hereto this 17th day of April 1900.

Zulain M. Bryant (Seal)

A. A. Bryant (Seal)
Mark

Witness:
J. B. Prince, Jr.

State of Virginia:

County of Southampton, S S.

I, J. B. Prince, Jr, a Commissioner in Chancery for the Circuit Court in and for the County aforesaid, in the State of Virginia, do hereby ~~certf~~ certify that Zulain M. Bryant and A. A. Bryant whose names are signed to the foregoing writing, bearing date on the 17th day of April 1900., have acknowledged the same before me in my County aforesaid.

Given under my hand this 20th day of April 1900.

J. B. Prince, Jr,
Commissioner in Chancery for the Circuit
of Southampton County Va.

Virginia:

In the Clerks Office of Southampton County Court, April 20th 1900 This Deed was presented, and with Stamps of Internal Revenue amounting to fifty cents, and certificate annexed admitted to record.

Teste: B. F. McLemore C. C.

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

R. A. & J. A. Pretlow
Execrs of
Jno. Pretlow Jr. dec'd
To
Julain Bryant

Exhibit "D"

This Deed made April 17th, 1900
by and between Robert A. Pretlow
and J. A. Pretlow Jr. executors of all
and singular the lands and
tenements of John Pretlow Jr.
deceased grantors of the first
part and Julane Bryant wife
of A. A. Bryant all of the County
of Southampton, Virginia,
Witnesseth; ~~Whereas~~ Whereas, John
Pretlow Jr. by his last will
and testament did authorize
and empower his executors
to make sale of any or all of
his real estate as in their
judgment might seem
proper; And whereas, said
Executors have agreed with
said second party herein to
sell to her all of that certain
tract of land held by John
Pretlow Jr. in his life time
known as the H. K. Williams
place, and containing 37 2/2
acres more or less.

Now therefore, in consid-
eration of the sum of

Nine Hundred and Fifty Dollars, cash in hand paid by the said Julane Bryant, receipt of which is hereby acknowledged, the said parties of the first part do hereby grant, Bargain, sell and convey unto the said Julane Bryant, grantee, with general warranty, the following real estate, to-wit:

All of that certain tract of land lying about three miles Northeasterly from Courtland, bounded by the lands of E. N. Williams, George L. Bryant, the Old Dr. Pretlow place James Babb's land and others and containing 372½ acres as aforesaid.

Given under our hands and seals this the day and year aforesaid.

R. A. Pretlow - Executor (Seal)

J. A. Pretlow - Executor (Seal)

(Seal)

Virginia, Southampton County
to-wit I, J. C. Parker, a notary
Public in and for the County
aforesaid in the state of
Virginia, do hereby certify that
R. A. Pretlow, Executor and
J. A. Pretlow, Executor, whose
names are signed to the
writing above bearing date
the 17th day of April 1900, have
acknowledged the same before
me in my County aforesaid.
Given under my hand this
17th day of April 1900.

J. C. Parker
Notary Public.

Virginia,
In the Clerks office of Southamp-
ton County Court April 20th 1900.
This deed was presented, and
with stamps of Internal
revenue amounting to one
dollar and certificate annexed
admitted to record.

Teste
B. F. McLemore C. C.

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

Thos J Pretlow Trustee

To

Deed

John Pretlow Jr

Exhibit "C"

Whereas by a Deed of Trust executed on the 26th day of February. 1876, Henry K. Williams did convey in trust to Dr. T. J. Pretlow Jr. Trustee to secure certain debts therein specified, the tract of land upon which Henry K. Williams resides, bounded by the lands of E. N. Williams, George T. Bryant, Mrs. A. L. Pretlow and others and containing by estimation 372½ acres - and whereas default has been made in the payment of the bonds secured by said Trust deed, and whereas the bonds secured by said deed of trust were transfered to John Pretlow Jr, and such of the bonds as are still unpaid are yet in said Pretlow's possession:- And whereas in pursuance of directions from the holder of the bonds aforesaid, and in obedience to a decree of the Circuit Court of Southampton County, entered in the chancery cause of Williams vs. Pretlow & others at the November Term 1893; the trustee after duly advertising the time, place & terms

of sale, expose the said farm to public sale at Courtland, Va, on December County Court Day - 1893. for cash: and whereas at the sale so made John Prettlow Jr. became the purchaser by bidding therefor the sum of Three hundred dollars which amount has been paid in cash. Now therefore this deed made this the 18th day of December 1893 by and between Dr. G. J. Prettlow Trustee, & party of the first part and John Prettlow Jr. grantee and party of the second part, Witnesseth That for and in consideration of the premises and the sum of Three hundred dollars cash in hand paid by the grantee, the receipt of which is acknowledged, the said trustee doth grant bargain, sell & convey with special warranty unto the said party of the second part the following property, to-wit: All of that tract or parcel of land hereinbefore described containing 372½ acres more or less, for better description

of which reference is made to the deed of trust conveying said tract of land which deed is of record in the Clerk's Office of Southamp-ton County Court - D. B. No - 32 - page 428. Witness the following signature & seal.

J. J. Pretlow, Trustee. (Seal)

Southampton County. In the Clerk's Office February 19, 1894. The foregoing deed from Dr. J. J. Pretlow, Trustee, to John Pretlow, Jr. was this day received, acknowledged in this office by said J. J. Pretlow, and admitted to record.

Teste. B. F. McLemore. C.C.

A Copy

Teste: B. F. McLemore C.C.

I certify that the Bond organized of the within
Complainant has been given with opportunity
May 20 1905

B. E. Hollomon, C.C.

Surry Lumber Co.

v. } Injunction

Bryant, et. als:
1905. 1. June Rule

Executed May 26th
1905 by delivering a
true Copy of the
within Chatter to
the within Named
Defendants
Bryant Wash
by
J. F. Riddick

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, MAY 23rd, 1905.

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Surry Lumber Company, a Corporation----------Complainant

v. --IN CHANCERY--

Zulain Bryant, A. A. Bryant, Frank T. Hill, Simon Merr and E. P. Hart----------Defendants

-----O-----

On motion of complainant, an injunction is granted in accordance with the prayer of the bill, enjoining and restraining the defendants, Zulain Bryant, A. A. Bryant, Frank T. Hill, Simon Merr and E. P. Hart, their agents, employees and all other persons, from cutting, hauling, selling or otherwise interfering or dealing with the standing timber down to twelve (12) inches on the stump, when cut, on the original "Henry K. Williams" tract of land, now owned by the said Zulain Bryant, containing three hundred and seventy two and one half (372 1/2) acres, more or less, and bounded by the lands of Henry Joyner, Edwyn Williams, George Bryant, James Babb and others, and more particularly described in the bill and proceedings of the cause, until the future order of this court.

And the said Frank T. Hill, Simon Merr and E. P. Hart are enjoined and restrained from purchasing any of the standing timber, logs or lumber twelve (12) inches and over on the stumps now standing or which grew on the said tract of land; and they are also enjoined and restrained from moving, manufacturing or selling any of the logs cut from the said land, or from selling or disposing of the lumber manufactured from the said logs, and in their possession, or in the possession of either of them, and are also enjoined from collecting any money that may be due to them, arising from the sale of any such logs or lumber, until the future order of this court.

And the said Frank T. Hill is enjoined, especially, from

removing, selling or otherwise disposing of, or in any way interfering with a certain lot of logs now lying on the banks of the Nottoway river, about three quarters of a mile north of Courtland, cut from trees standing on the said lands, of the size of twelve (12) inches and over on the stump, until the future order of this court, or from collecting any money that may be due to him, arising from the sale of any such logs.

But before this injunction shall take effect, the said Surry Lumber Company, or some one for it, shall enter into and acknowledge a bond, with good security, before the Clerk of the Circuit Court of the County of Southampton, in the penalty of two thousand (2000.00) dollars, conditioned to pay all such costs as may be awarded against the complainant, and all such damages as may be incurred in case the injunction shall be dissolved.

Robt Prentis.

A Copy - Teste: B. F. McLemore cc

Surry Lumber Co
v. } Stat: Rules

Bryant, Sh: adv

Surry Lumber Company - A. Corporation. Pltff.

vs

Zulain Bryant. R. A. Bryant -
Frank F. Hill, Simon Marr. and
E. P. Hart - Defts

1905. May 25 Process issued to 1st June Rules.
" " Injunction " " "
1905. 1. June Rules - Process returned Executed
Injunction " " "
Bill & Exhibits filed -
Decree Nisi.

1905. 2 June Rules - Bill taken for Confessed &
Cause set for hearing.

Surry Lumber Co.

vs. Sp. in Chancy

Bryant, et. als:

1905. 1. Summons Rules

Executed May 24th
1905 by delivering
a true copy of the
within writ to
each of the
within persons.

Jno Bryant with Disp
for
D. J. Gillikin

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON Julian Bryant, A. A. Bryant, Frank L. Riff, Simon Mertz and W. P. Hart

to appear at the Clerk's Office of our Circuit Court of Southampton County, at the Rules to be holden for the said Court on the First Monday in June 1905 next, to answer a Bill in Chancery exhibited against them in our said Court by the Suffolk Peanut Co. a Corporation

And this they shall in nowise omit under penalty of law. And have then there this writ.

Witness, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 25 day of May, 1905, in the 129 year of the Commonwealth.

Teste:

B. F. McLemore, C. C.

Surry Lumber Co

To }

The Commonwealth.

Know All Men by These Presents, That we, Jas. L. McSmore
for and on behalf of Surry Lumber Company, as principal
and J. H. Birdsong and W. J. McLemore

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of
Two Thousand DOLLARS,
to the payment whereof, well and truly to be made to the Commonwealth of Virginia, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said State.

Sealed with our seals, and dated this 25th day of May in the year of our Lord one thousand nine hundred and five, and in the 129th year of the Commonwealth.

In Testimony Whereof, the said James L. McSmore has hereto set his hand and seal, and the said J. H. Birdsong and W. J. McLemore have ~~has~~ caused ~~its corporate~~ their names to be hereto signed, ~~and its corporate seal to be hereto affixed,~~ this 25 day of May in the year of our Lord, one thousand nine ~~hundred~~ and five, and in the 129th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Surry Lumber Company, a Corporation who has this day sued out and obtained from the Judge of the Circuit Court of Southampton County, in Vacation, an Injunction against Zedain Bryant, G. T. Bryant, Frank T. Hill, Simon Mears and E. P. Hart upon a bill in Chancery filed for this and other purposes, shall pay all such costs as may be awarded against it, and all such damages as may be incurred in case the Injunction shall be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.—

James L. McSmore SEAL
J. H. Birdsong SEAL
W. J. McLemore SEAL
SEAL
SEAL

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County, on the _____ day of _____, 190____:

The above bond was executed and acknowledged before me by the obligors to the same (the securit____ justifying), and ordered to be recorded.

Teste: _____

Entered May 31, 1905

Robert R. Smith

Entered. 6 0 3.

Page 166

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, MAY 31, 1905.

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Surry Lumber Company, a Corporation------Complainant.

v. --In Chancery--

Zulain Bryant, A. A. Bryant, Frank T. Hill, Simon Merr, and E. P. Hart---------- Defendants.

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

This day this cause came on to be heard on motion of the plaintiffs upon their sworn bill and exhibits, and was argued by counsel.

On consideration whereof, the court doth adjudge, order and decree that J. Lewis Gillette, Sheriff of Southampton County, be, and he is hereby appointed receiver, and is ordered to take immediate possession of all the lumber and logs twelve (12) inches on the stump and over, cut from the lands now owned by Zulain Bryant, in the county of Southampton, and which was originally purchased by her from R. A. and J. A. Pretlow, executors of John Pretlow, Jr., deceased, and now on the banks of the Nottoway River about three quarters (3/4) of a mile north of Courtland in the said county, and the said receiver is also ordered to take possession of any other logs or lumber cut by either of the defendants in this cause, from the land aforesaid, of the size of twelve (12) inches and over on the stump, wherever the same may be found, and hold and preserve the proceeds of such sales to await the future disposition thereof by this court, and said receiver will make report to court. All of which is hereby certified to the clerk of the circuit court of Southampton county, to be entered in his chancery order book.

Robt R Saunders

Surry Lumber Company

v. --DECREE--

Zulain Bryant et als.

Enter 17 day of October 1905.

Robert R. Prentis

Entered in
D.O.B. pp. 197.

Surry Lumber Company, a Corporation,

v.

Zulain Bryant, A. A. Bryant, Frank P. Hill, Simon Merr and E. P. Hart

This day this cause came on to be heard upon the bill, and exhibits in support thereof, upon the injunction order granted on the 25th. day of May, 1905, in accordance with the prayer of the bill, the bill taken for confessed as to all of the defendants, and was argued by counsel.

On consideration whereof, by consent the court doth adjudge, order and decree, that the injunction granted in this cause on the 25th. day of May, 1905, as aforesaid, be and the same is hereby made perpetual, and it appearing to the court from statements of counsel for complainants and defendants, that all matters in controversy in this cause have been settled between the parties by the said Zulain Bryant and A. A. Bryant, her husband, paying for the standing timber of the complainants wrongfully and illegally cut from the lands of the said Zulain Bryant and A. A. Bryant, as set forth in complainants' bill, ~~the court doth adjudge, order and decree that the said cause be removed from the docket, upon the payment by the said defendants of the costs of this suit.~~ A. A. Bryant and Zulain Bryant all rights, if any, of Frank P. Hill, and and all other questions are reserved.

Survey Number 6 -1906-

1 Final Decree

Zulaica Bryant vs

1906 March 20

Entered

Patents

Entered in

B. O. No. f. 274

Returned

May 20. 1906

Surry Lumber Company, a corporation

v.

Zulain Bryant, A. A. Bryant, Frank P. Hill, Simon Merr and E. P. Hart

This day this cause came on again to be heard, upon the papers formerly read, and there being nothing further to be done therein, it is ordered that the cause be removed from the docket, ~~and that the defendants be removed from the docket upon the payment by the deferdants of the costs of this suit.~~ and that the defendants A. A. Bryant and Zulain Bryant pay the costs of this cause.

And ~~it appearing to the Court that~~ it is ordered that this cause may be reinstated within 12 months by any interested party upon motion, for good cause shown.