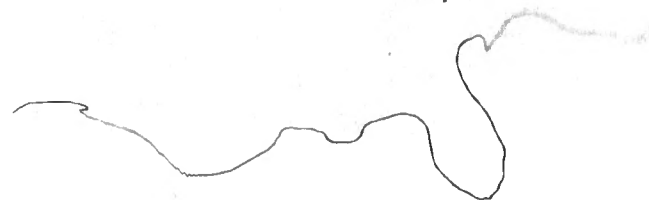


1907-23

Southampton County Chancery - Surry Lumber Co. vs McClenny, James M. et al

Hedgpeth, J. B.

Sues to enjoin & restrain the
defendants, their agents or employees
from cutting or removing timber
or selling to others to do same on
land already under contract to
the plaintiff. Also sues to collect for
that already removed -



Derry Lumber Co
v. 3/ Bill & Exhibits
McBenny & Hedges
1906. May 12 filed

McLimore & Corbett p/c

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE
CIRCUIT COURT OF SOUTHAMPTON COUNTY.
Surry Lumber Company, a corporation, -----plaintiff,
v. } In Chancery
James M. McClenny and J. B. Hedgpeth-----defendants.

Humbly complaining your orator, Surry Lumber Company,
a corporation chartered, existing and operating under the
laws of the State of Virginia, sheweth unto the Court the
following case.

That heretofore, to-wit, on the 29th day of June, 1889,
James M. McClenny and Marietta R. McClenny, his wife, by and
with consent of Samuel B. Pretlow, beneficiary under a cer-
tain deed of trust on their property situated in the County
of Southampton by a certain deed which was duly recorded in
said Southampton County Clerk's Office on September 16th,
1889, in D. B. 40, page 647, conveyed with general warranty
to your orator, its successors or assigns:

"all the timber twelve inches and over in diameter at
the stump on the tract of land on which Grantor now
lives. Said tract of land contains 222 acres, more or
less, and adjoins the lands of J. D. Pretlow, James
Butler and others; 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."

That by a subsequent deed, dated the 29th day of Sep-
James M. McClenny and Marietta R. McClenny, his wife,
tember, 1902, by and with consent of E. J. Gardner, benefi-
ciary under a certain deed of trust on their property situa-
ted in the County of Southampton, by a certain deed which
was duly recorded on the 8th day of October, 1902, in the
Southampton County Clerk's Office, in D. B. 47, page 750,
conveyed to your orator, for good and valuable consideration,
and with general warranty:

all the standing timber on the aforesaid tract of land, except the oak, down to and including
ten inches in diameter at the stump at the time of cutting,
upon the said home place of the said James M. McClenny, all of
(2)

"all of the trees, oaks excepted, belonging to them, now growing on that certain tract or parcel of land lying and situate in the County of Southampton, in the State of Virginia, described as follows: Known as the James McClenny tract, it being the same on which the grantors now reside, containing 242 acres, more or less, and adjoining the lands of Jethro Butler and others, together with the right or license to the said party of the second part, its successors or assigns, at their pleasure to enter upon said land to cut the said trees, and 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; provided, however, that the said party of the second part, its successors or assigns, shall not cut any tree less than ten inches in diameter at the stump at the time of cutting said timber, except for right of way or other necessary purposes,"

Whereby it will appear that your orator owns all the standing timber of every nature and description on the said tract of land, with the exception of the oak, down to and including ten inches in diameter at the stump at the time of cutting.

That in the deed first hereinabove mentioned there is the following clause with reference to the time within which the said timber shall be cut and removed from the said land:

"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 or remove the same."

That in the deed second hereinabove mentioned there is the following clause with reference to the time within which the said timber shall be cut and removed from the said land:

"and provided further, that when the said Surry Lumber Company, or its assigns, shall commence to manufacture the said trees into wood or lumber, the license to cut hereby granted shall continue only for the period of five years from the time such cutting is commenced, and at the expiration of the said five years all the trees then left standing on said tract of land shall revert to and become vested in the said parties of the first part, their heirs or assigns."

That by reason of the said deeds your orator now owns all the standing timber on the aforesaid tract of land of the said James M. McClenny, except the oak, down to and including ten inches in diameter at the stump at the time of cutting, upon the said home place of the said James M. McClenny, all of

which will appear more fully by reference to certified copies of said two deeds filed herewith and prayed to be read as parts of this bill, marked respectively "A" and "B."

Your orator is advised, avers and charges that, notwithstanding its ownership and title to the said standing timber trees which it has not yet begun to cut or remove, the said grantor of the timber to your orator has within the past few weeks gone upon the said land, and entered upon the timber of your orator, and has cut a large quantity of valuable saw mill logs belonging to your orator, and has himself, and by his agents and employees, unlawfully and without authority, permit, leave or license, cut and felled the said trees, and has also wrongfully and unlawfully hauled, and caused to be hauled, and removed from said land, said logs to a saw mill situated on or near the boundary line of the said tract of land, and operated by one J. B. Hedgpeth, and that the said J. B. Hedgpeth, and the said defendant, James M. McClenny, are now undertaking to manufacture the said logs, the property of your orator, into lumber, and have already cut, hauled and manufactured a large quantity, to-wit: 50,000 feet, of great value, to-wit: the sum of Five Hundred Dollars (\$500.), and is still engaged in depredating thereon, cutting, hauling, wasting, removing and selling same, and that the said J. B. Hedgpeth has conspired with the said defendant James M. McClenny in the commission of said trespasses.

Your orator is advised and avers that the said J. B. Hedgpeth, with full knowledge of your orator's title to said timber trees, has aided and assisted the said James M. McClenny in cutting, hauling and removing said timber, and otherwise committing the wrongs herein complained of, and has, at sundry times within the past thirty days, conspired, aided and abetted in said trespasses, especially in this, that with full knowledge as aforesaid, he has planted a mill hard by the said timber trees of your orator, and has received the logs

herein above set forth, was and is a clear and open violation cut from the said land, knowing them to be the timber trees of the property rights of your orator, committed with full knowledge of your orator's rights, that same has already and is buying and selling the same, without regard to your orator's right to ^{said} property.

That such illegal and wrongful cutting, hauling, removing, selling and buying of your orator's timber trees as above mentioned 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 timber holdings and property rights, the protection of which is necessary to its existence.

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 the outlay of such a large amount of money it was necessary, yea imperative, that large tracts and bodies of timber be bought far in advance of the time same are 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, Dinwiddie and others, some of its holdings being as far as miles from Dendron; that this standing timber was bought from the various original owners thereof and with the full knowledge on their part of the circumstances, facts and conditions as last herein above set forth.

Your orator is advised, and, therefore, avers and charges that the cutting, hauling, wasting, removing and selling of the standing timber aforesaid by the said James M. McClenny and J. B. Hedgpeth, their agents and employees, as

herein above set forth, was and is a clear and open violation of the property rights of your orator, committed with full knowledge of your orator's rights; that same has already resulted in loss incapable of adequate compensation and damages, and unless checked by the strong arm of this Court will result in irreparable damage to your complainant.

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 therefrom that justice may be done, it prays that James M. McClenny and J. B. Hedgpeth be made defendants to this bill and required to answer same, but answers under oath are hereby expressly waived; that the said defendants, their agents or employees, may be enjoined and restrained from the further cutting, hauling, wasting, removing and selling any of the standing timber conveyed to your orator and now standing on the hereinbefore described land, or from selling, removing or disposing of any timber that may have been cut and left upon the said land, or disposing of any lumber manufactured from the trees cut therefrom, and that the said J. B. Hedgpeth may be perpetually enjoined from hereafter cutting, hauling, purchasing or manufacutring any timber trees belonging to your orator in the County of Southampton; that they be required to render a full, complete and accurate account of all the logs and lumber cut by them from the tract of land in the bill and proceedings mentioned and for what purpose the same was used: that the said defendants be required to compensate your orator in treble damages for all of the timber cut from the said land, and for all of 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 further general and special relief may be granted your complainant, as

the nature of its case may require, or to Equity shall seem meet. COUNTY, MAY 11th, 1906.

And your complainant will ever pray, etc.

Surry Lumber Company, a Corporation,

SURRY LUMBER COMPANY

By

Edward Rogers
Superintendent.

On motion of Complainant, an injunction is granted in accordance with the prayer of the bill, enjoining and restraining the defendants, James V. McHenry and J. B. McHenry, their

STATE OF VIRGINIA,

COUNTY OF Southampton

To-wit:

I, Edw. S. McHenry, a Notary Public, for the County aforesaid in the State of Virginia, do hereby certify that Edward Rogers, Superintendent Surry Lumber Company, personally appeared before me in my County aforesaid, and made oath that the statements contained in the foregoing bill, in so far as made from his own information, are true and, in so far as made from information derived from others, he believes them to be true. the said J. B. McHenry is

Given under my hand this 10th day of May, 1906.

My commission expires March 19, 1910

Edw. S. McHenry
Notary Public

of otherwise disposing of any standing timber trees, or logs cut therefrom, or lumber manufactured from said logs, belonging to said Surry Lumber Company, and located in the County of Southampton.

But before this injunction shall take effect, the said

VIRGINIA, IN VACATION IN THE CIRCUIT COURT OF SOUTHAMPTON
COUNTY, MAY 11TH, 1906.

Surry Lumber Company, a Corporation, -----plaintiff,

v.

IN CHANCERY

James M. McClenny and J. B. Hedgpeth, -----defendants.

On motion of Complainant, an injunction is granted in accordance with the prayer of the bill, enjoining and restraining the defendants, James M. McClenny and J. B. Hedgpeth, their agents, employees or other persons, from cutting, hauling, selling or otherwise interfering or dealing with ^{any of all} the standing timber down to 10 inches on the stump at the time of cutting, except oak, ^{or any of} ~~and all~~ the oak down to 12 inches on the stump, on the James McClenny tract of land in the County of Southampton, adjoining the lands of Jethro Butler, J. D. Pretlow and others, containing about 242 acres, belonging to said defendant, James M. McClenny; or from selling, removing or disposing of ^{such} any timber that may have been cut or left upon the said land, or from disposing of any lumber manufactured from ^{such} ~~the~~ trees cut therefrom; and the said J. B. Hedgpeth is enjoined and restrained from cutting, hauling, buying, manufacturing or selling or otherwise disposing of any of the timber trees from the said tract of land down to 10 inches on the stump at the time of cutting, except oak, and all the oak down to 12 inches on the stump, or logs cut from said timber trees, or lumber manufactured from said logs, and is further enjoined and restrained from cutting, hauling, manufacturing, selling or otherwise disposing of any ^{other} standing timber trees, or logs cut therefrom, or lumber manufactured from said logs, belonging to said Surry Lumber Company, and located in the County of Southampton.

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 \$1000.00, 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.

To the Clerk of the Circuit
Court of Southampton County.

Robert H. Dentis

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2 1/2

VIRGINIA, IN VACATION IN THE CIRCUIT COURT OF SOUTHAMPTON
COUNTY, MAY 11TH, 1906.

Surry Lumber Company, a Corporation, -----plaintiff,
v. } IN CHANCERY
James M. McClenny and J. B. Hedgpeth, -----defendants.

On motion of Complainant, an injunction is granted in accordance with the prayer of the bill, enjoining and restraining the defendants, James M. McClenny and J. B. Hedgpeth, their agents, employees or other persons, from cutting, hauling, selling or otherwise interfering or dealing with ^{any of} ~~the~~ standing timber down to 10 inches on the stump at the time of cutting, except oak, ^{or any of} ~~and all~~ the oak down to 12 inches on the stump, on the James McClenny tract of land in the County of Southampton, adjoining the lands of Jethro Butler, J. D. Pretlow and others, containing about 242 acres, belonging to said defendant, James M. McClenny; or from selling, removing or disposing of ^{such} any timber that may have been cut or left upon the said land, or from disposing of any lumber manufactured from ^{such} ~~the~~ trees cut therefrom; and the said J. B. Hedgpeth is enjoined and restrained from cutting, hauling, buying, manufacturing or selling or otherwise disposing of any of the timber trees from the said tract of land down to 10 inches on the stump at the time of cutting, except oak, and all the oak down to 12 inches on the stump, or logs cut from said timber trees, or lumber manufactured from said logs, and is further enjoined and restrained from cutting, hauling, manufacturing, selling or otherwise disposing of any ^{other} standing timber trees, or logs cut therefrom, or lumber manufactured from said logs, belonging to said Surry Lumber Company, and located in the County of Southampton.

But before this injunction shall take effect, the said

Surry Lumber Co.

of Inauguration

McClenny & Hedgpeth

1906. 2nd May Rules

Exhibited May 17th 1906

by serving to some copy
of the written order on

James H. McClenny and

G. B. Hedgpeth

J. H. Gillette Sheriff

Barry 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 \$1000.00, 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.

Teste: B. F. McLenore

Savory Lumber Co

McClenny & Hedgkott

Sum 25. Papers 25. Rent 18. Atty. 10

Do 10. 18. Rules 1.00. Enter return 35

Filing bill 15. Decree 36. Total Costs 40

Issuing disjunction. 50. Papers. 50

Filing away papers 25

Clerk \$ 4.47

Shff 2.00

Lawyer 16.50

\$ 22.97

James McBlenny & Co.
To 3 Dof Bnd. (timber)
The Lumber Company.
1902. Dec 8th Rec'd
AR

#166

Examined
Recorded W.B.# 7
Page 750

220

Genl Index 600-1235
ch L.C.

James McBlenny & Co.
To 3 Dof Bnd. (timber)
The Lumber Company.
1902. Dec 8th Rec'd
AR

Notary Public for the County of

also hereby certify that the Commission is a

Notary Public for the County of

also hereby certify that the Commission is a

Notary Public for the County of

also hereby certify that the Commission is a

Notary Public for the County of

also hereby certify that the Commission is a

Notary Public for the County of

also hereby certify that the Commission is a

Notary Public for the County of

This Deed, made and entered into this

29th

day of September

A. D., 1902, between

James M. McCreary,
and Marietta R. McCreary, by and with consent of E. J. Gardner
beneficiary under a certain Deed, on the land hereinafter named, which is evidenced
by his signature hereto for that purpose only.

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

(\$450.00) four hundred and fifty dollars

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

^{oaks excepted}
of the trees belonging to them, now growing on that certain tract or parcel of land lying and situate in

the County of

Southampton

in the State of Virginia, described as follows:

Known as the James McCreary Tract, it being the same
on which the grantors now reside, containing 242
acres, more or less, and adjoining the lands of
Jethro Butler and others,

together with the right or license to the said party of the second part, its successors and assigns, at their pleasure to enter upon said land to cut the said trees, and 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; provided, however, that the said party of the second part, its successors or assigns shall not cut any trees less than ten inches in diameter at the stump at the time of cutting said timber, except for right of way or other necessary purposes, and provided further, that when the said SURREY LUMBER COMPANY, or its assigns, shall commence to manufacture the said trees into wood or lumber, the license to cut hereby granted shall continue only for the period of five years from the time such cutting is commenced, and at the expiration of the said five years all the trees then left standing on said tract of land shall revert to and become vested in the said part ab of the first part, their heirs or assigns.

And the said part *us* 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 part *us* of the first part, will execute such further assurance of the same as may be requisite.

Witness the hands and seals of the parties hereto, this *29th* day of *September* 190*2*.

James M. McCleeny
Marietta R. McCleeny
E. J. Gardner

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF VIRGINIA,

COUNTY OF *Southampton* TO-WIT:

I, *R. A. Pristow*, a *Notary Public* in and for the

County aforesaid, in the State of Virginia, do hereby certify that *James M. McCleeny,*
and Marietta R. McCleeny, and E. J. Gardner
whose names are signed to the foregoing writing, bearing date on the *29th* day of *Septem-*
ber 190*2*, have [each of them] acknowledged the same before me in my County aforesaid.

Given under my hand this *1st* day of *October* 190*2*.

R. A. Pristow *N.P.*

I *R. A. Pristow*, also hereby certify that my Commission as a

Notary Public for the County of *Southampton* expires on the *15th* day of

December 190*3*.

R. A. Pristow,

Virginia

Notary Public.

In the Clerk's Office of Southampton
County Court Oct. 8, 1902. This deed was pre-
sented and with certificate annexed
admitted to record.

Teste B. F. McGovern C.C.

This

Deed

, made and entered into this 29th

day of

June

A. D. 18

89

between

James M.

McLenny and Marietta McLenny his wife
by and with the consent of Samuel B. Butler testifying under
a certain deed of trust as is witnessed by his signature here to

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 part ~~was~~ of the first part, for and in consideration of
the sum of \$500 ⁰⁰ in (five hundred dollars)

to ~~them~~ in hand paid, the receipt of which is hereby acknowledged, and in further con-
sideration of the covenants and agreements herein-after 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 or assigns.

~~Having~~ all the timber twelve inches & over
in diameter ~~and less~~ at the stump
on the tract of land on which Grant
now lives. Said tract of land contains
222 acres more or less and adjoins
the lands of J. S. Butler, James Butler
and others.

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

~~And the said SURRY LUMBER COMPANY in consideration of the premises and the bargain and sale of the said made to them as aforesaid, do covenant and agree with the said part of the first part, that they, the said SURRY LUMBER COMPANY, shall and will, on or before the first day of 18 , pay to~~

[Faint, illegible handwritten text at the bottom of the page]

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7 and it is further covenanted and agreed by and between the parties hereto, that the said
8 SURRY LUMBER COMPANY, shall have *five* years in which to cut and remove said
9 timber, from the time they commence to manufacture said timber into wood or lumber, but
10 that they shall not be limited as to the time in which they shall commence to cut or remove
11 the same. And it is also further covenanted and agreed, by and between the parties hereto,
12 that the said SURRY LUMBER COMPANY shall not commence to cut or remove any of the timber
13 conveyed by this instrument of writing, until the purchase price in full, for the same, shall
14 have been paid.

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

20 Witness the hands and seals of the parties hereto this *29th* day of

21 *June* 18 *89*.

22 *James M. McIlenny*
23 *Marietta R. McIlenny*

SEAL

SEAL

SEAL

SEAL

26
27 Be it known by these presents
28 that I, Samuel B. Pritlow, of the County
29 of Southampton & State of Virginia do
30 hereby consent to the sale of the ^{timber} mentioned
31 in the foregoing writing, signed by James
32 M. McIlenny & wife, bearing date 29th day of
June 1889. Given under my hand, this 6th day
of July, 1889.
Acknowledged before me, R. A. Pritlow & R.
S. B. Pritlow
Beneficiaries

STATE OF VIRGINIA,

County of Southampton

ss:

I, R. A. Bristol

a

Notary Public in and

for the County and State aforesaid do hereby certify that

James M. McClenny and Marietta R. McClenny

whose names are signed to the foregoing writing, bearing date on the 1st day of

June 1889, have acknowledged the same before me in my county aforesaid,

Given under my hand this

1st

day of

July

1889

R. A. Bristol N.P.

Southampton County, In the Clerk's office Sep 4/6-1889.

The foregoing deed from Jas M McClenny & wife to
Surrey Lumber Co. was this day received and with
certificate annexed admitted to record.

Teste B. J. McEnroe C.C.

166
Jas M McClenny & wife
Indemnity Deed to
Surrey Lumber Co

1889 Sept 16 - Recd

2 A.R.
Bristol

Recorded R.B. #410
Page #417

125-
100-
225-

Know All Men by These Presents, That we, Edward Rogers
for and on behalf of Surry Lumber Company, a corporation
David Arthur Rogers.

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of
One thousand DOLLARS,

to the payment whereof, well and truly to be made to the Commonwealth of Virginia, we bind our-
selves, 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 11th day of May in the year
of our Lord one thousand nine hundred and Six, and in the year of
the Commonwealth.

In Testimony Whereof, the said Edward Rogers has
hereto set his hand and seal, and the said David Arthur Rogers
has caused its corporate name to be hereto signed, and its
corporate seal to be hereto affixed, this 11th day of May in the year of our
Lord, one thousand nine hundred and Six, and in the year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the ~~above bound~~
Surry Lumber Company, a corporation who on the
11th day of May, 1906, sued out before Robert R. Prentiss Judge
of the Circuit Court of Southampton County in vacation an Injunction
against James M. McCleary and J.B. Hedgcock, shall
pay all such costs as may be awarded against the complainant,
Surry Lumber Company, 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.

Edward Rogers. SEAL
Arthur Rogers SEAL
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 : _____

STATE OF VIRGINIA,
COUNTY OF NANSEMOND.

to-wit:

I, Jas. L. McLemore, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Edward Rogers, who signed the above bond, personally appeared before me and made oath that his estate, after payment of his just debts, and those for which he is bound for others and expects to have to pay, is worth the sum of One thousand dollars, (\$1000.00).

Given under my hand this 11th day of May, 1906.

My commission expires March 19, 1910.

Jas L McLemore
Notary Public.

STATE OF VIRGINIA,
COUNTY OF SURRY,

to-wit:

I, W C Gladden, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Arthur Rogers, who signed the above bond as security, personally appeared before me and made oath that his estate, after payment of his just debts, and those for which he is bound for others and expects to have to pay, is worth the sum of One thousand dollars (\$1000.00).

Given under my hand this 11 day of May, 1906.

My commission expires Mar. 19th 1907.

W C Gladden Notary Public

Surry Lumber Co.

Spa in Chanis

M. Cloimy & Kedgester

1906. 2nd May Rules

Exercised May 14th 1904

by serving a true copy
of the within writ

on each of the within
named persons

J. D. Gill the Sheriff

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON *James M. McCreary*.....

and J. B. Hedgpeth.....

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 *May*..... 1906 -

~~next~~, to answer a Bill in Chancery exhibited against *Them*.....

in our said Court by *Surry Lumber Company - 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
12 day of *May*....., 1906., in the *12th*... year of the Commonwealth.

Teste :

B. F. McLemore....., C. C.

-1907-
Curry Lumber Co
v. 3 / 3 Final Decree
McCurry & Hildreth

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1907 July 26<sup>th</sup>  
Entered JKH

Entered  
O. O. B. P. 367.

Curry Lumber Co.

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McCumy and Hedgepeth.

This day this cause which has been regularly matured at rules, came on to be heard upon complainant's bill and exhibits therewith filed, upon the Injunction order granted herein, in vacation May 11th 1906, upon the bill taken for confessed as to all of the defendants and was argued by counsel.

On consideration whereof, the Court doth adjudge order and decree that the Injunction heretofore granted in this cause be and the same is hereby made perpetual, and it is further ordered that complainant recover of defendants its costs in this behalf expended. And nothing further remaining to be done herein, it is ordered that same be removed from the docket.