1907- 24 Southampton County Chancery- Surry Lumber Co. vs Johnson, James E. et als

sues to have "defendants, agents,
or employees enjoined and restrained
from cutting, hauling, wasting, or removing
and selling any standing timber conveyed
to the plaintiff from the Thomas Pretlow farm".

Hill, Frank T.
Bryant, J. R.
" , William
Hart, E. P.

Swift Lumber Co.

v. Bills & Exhibits.

James E. Johnson et al

1906. 1st Aug. Rules - Filed -

M. Dermott & Corbett, Pq.

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

Surry Lumber Company, a corporation----------plaintiff,
)
v.) In Chancery
)
James E. Johnson, Frank T. Hill, ----------)defendents
J. R. Bryant, Wm. Bryant and E. P. Hart)

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 11th day of December, 1890, Thomas J. Pretlow and Nannie E., his wife, of the County of Southampton, by a certain deed which was duly executed and recorded in the Clerk's Office of said County on the 12th day of December, 1890, conveyed with general warranty to your orator, its successors or assigns:

> "All the timber twelve inches in diameter at the stump and over.....on the home tract of the grantor, it being the farm upon which the grantor now resides, but the grantor reserves all the timber on the left-hand side of the public road running from Courtland by the house of grantor, known as the New Road or sometimes called Assamoosic Road, and also the second growth pine on the left-hand side of the avenue leading from the grantor's house to the Main or Petersburg Plank Road"....."and it is further agreed by and between the parties hereto, that the Surry Lumber Company shall have five years in which to cut and remove the 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 by a subsequent deed, dated the 17th day of March, 1897, and duly recorded in the Clerk's Office of Southampton County Court on the 27th day of March, 1897, the said Thomas J. Pretlow and Nannie E., his wife, executdd a second deed to your orator, which for good and valuable consideration they conveyed to it with general warranty:

> "All the pine and poplar timber not previously sold the said Surry Lumber Company on the tract of land on which the grantors now live in Southampton County, for said tract of land adjoining the lands of J. B. Prince, Ezra Gardner, Bryant and others, and lying on Nottaway River"

in which deed the poplar and other timber under fourteen inches in diameter at the stump at time of cutting, and certain trees standing on the low grounds and flats of Nottaway River, and Tuscarora and Assamoosic Rivers, is excepted. That in said deed there is the same provision for the time of cutting and removing same as is in the deed first herein referred to of December 11th, 1890, all of which will more fully appear 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"

That some time after the execution of said deeds to your orator, to-wit, in the year 1898, Thomas J. Pretlow departed this life, and by virtue of authority of a Chancery suit brought for the purpose, styled "Pretlow's Heirs vs Pretlow's Heirs," the real estate of the said Thomas J. Pretlow described herein above was sold, subject to your orator's rights by virtue of said deeds, and James T. Knight became the purchaser thereof; that by a deed dated September 20th, 1904, the said James T. Knight, the then owner of said property, subject to your orator's rights, executed in conjunction with his wife his certain deed, which was duly recorded in the Clerk's Office of Southampton County Court on September 26th, 1904, whereby he conveyed to your orator for good and valuable consideration and with general warranty:

> "All 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 Dr. Thomas Pretlow tract, and containing nine hundred (900) acres, more or less, an d adjoining the lands of B. B. Joyner, Whitehead and others, and comprising the whole of the Dr. T. J. Pretlow farm, except that portion sold by the grantors to B. B. Joyner,"

That in said deed your orator is given a period of not to exceed fifteen years from September 20th, 1904, within which to cut and remove the said standing timber

all of which will more fully appear by reference to a certified copy of said deed filed herewith as exhibit "C" and prayed to be read as part of this bill.

That by reason of the said deeds your orator now owns all the standing timber down to ten inches in diameter at the stump at the time of cutting, upon the said original Thomas J. Pretlow's farm, except that portion sold by the said James T. Knight to B. B. Joyner, and also owns the standing timber trees on the portion sold to B. B. Joyner down to and including fourteen inches in diameter at the stump at time of cutting, except the poplar.

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, that one James E. Johnson, whom your orator is advised, has subsequently purchased a portion of the original Thomas J. Pretlow farm from James T. Knight, has entered upon the said timber of your orator, and has cut a large quantity of valuable sawmill logs, and has himself, and by his agents and employees, cut unlawfully and without authority, permit, leave or license, and wrongfully hauled and caused to be hauled, removed and sold from said land, timber trees the property of your orator, to-wit, sixty thousand (60,000) feet, of great value, to-wit, the sum of four hundred dollars ($400.), and is still engaged in depredating thereon and cutting, hauling, wasting, removing and selling same; and that other defendents have conspired with him in the commission of said trespasses.

Your orator is advised and avers that Frank T. Hill, J. R. Bryant and William Bryant, with full knowledge of your orator's title to said timber trees, have aided and assisted the said James E. Johnson in cutting, hauling and removing said timber, and otherwise committing the wrongs herein complained of, and have at sundry times in the past six months conspired, aided and abetted in said

trespasses, especially in this, that with full knowledge as aforesaid, have hauled and removed from said land the logs cut from your orator's timber trees.

That one E. P. Hart, of Courtland, in the County of Southampton, has, within the past six months, also conspired with the said James E. Johnson in the trespasses committed by him, and bought from him large quantities of timber and logs standing or cut from the said Thomas J. Pretlow tract of land, well knowing at the time same was so purchased, cut, hauled and delivered, that it was the property of your orator, the total amount being unknown, but supposed to be sixty thousand(60,000) feet.

That said parties, and especially Frank T. Hill and E. P. Hart, have been frequently warned from cutting, hauling or manufacturing your orator's timber, not only from the tract of land in these proceedings mentioned, but from other tracts in the vicinity of Courtland, which warnings have been totally disregarded, your orator's rights frequently violated, and the desecration of its property continued and continuing.

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 E. Johnson, Frank T. Hill, J. R. Bryant, William Bryant, and E. P. Hart, 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 E. Johnson, Frank T. Hill, J. R. Bryant, William Bryant and E. P. Hart, be made defendents to this bill and required to answer same, but answers under oath are hereby expressly waived; that the said defendents, their agents or employees, may be enjoined and restrained from the further cutting, hauling, wasting, removing or selling any of the standing timber conveyed to your orator and now standing on the Thomas J. Pretlow farm, or from selling

removing or disposing of any timber that may have been cut and left upon the said land, or from disposing of any lumber manufactured from the trees cut therefrom, and that the said Frank T. Hill and E. P. Hart may be perpetually enjoined from hereafter cutting, hauling, purchasing or manufacturing 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 defendents 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.

And your complainant will ever pray, etc.

McSmore & Corbett Sols.

SURRY LUMBER COMPANY

By Edward Rogers.
Superintendent

STATE OF VIRGINIA,
COUNTY OF NANSEMOND. To-wit:

I, Jas L McSmore, 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.

Given under my hand this 14 day of March, 1906. My commission expires the 25th day of March 1906

Jas L McSmore
Notary public.

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

v. --IN CHANCERY--

James E. Johnson, Frank T. Hill,
J. R. Bryant, William Bryant, E. P. Hart-------Defendants

)) ----------

On motion of Complainant, an injunction is granted in accordance with the prayer of the bill, enjoining and restraining the Defendants, James E. Johnson, Frank T. Hill, J. R. Bryant, William Bryant and E. P. Hart, their agents, employees and all other persons, from cutting, hauling, selling or otherwise interfering or dealing with the standing timber on the original Thomas J. Pretlow farm, or from selling, removing or disposing of any timber that may have been cut and left upon the said land, or from disposing of any lumber manufactured from the trees cut therefrom; which tract of land contains nine hundred (900) acres, more or less, lies about two miles North of Courtland on the Nottaway River, and adjoins the lands of B. D. Joyner, Estate of George T. Bryant, the E. J. Gardner farm and others, and more particularly described in the bill and proceedings of the case.

And the said Frank T. Hill, J. R. Bryant, William Bryant and E. P. Hart, are enjoined and restrained from purchasing any of the standing timber and logs, or lumber cut therefrom, either standing or which have been cut and removed from the said farm, and they are further enjoined and restrained from hauling, 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 the possession of either of them, and are further enjoined from collecting any money arising from the sale of said logs or lumber, until the future order of this Court.

And the said Frank T. Hill and E. P. Hart are further enjoined from cutting, hauling, removing, purchasing or otherwise in any way interfering with any other standing timber owned by the Compaainant in the County of Southampton, ~~as appears a record in said County, or is known by them to belong to the said Surry Lumber Company.~~

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.- , 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.

-1907-

Surry Lumber Co

v. 3 Decree;

Jas. Johnson vdt

Enter this,

May 20, 1907

Robert R. Reynolds

Entered on

P. 338.

Recorded

May 1907

- -

Surry Lumber Company----------Plaintiff,

v.

James E. Johnson, Frank T. Hill, J. R. Bryant, William Bryant and E. P. Hart----------Defendants.

- -

This day this cause came on to be again heard upon the papers formerly read, and upon the report of J. L. Gillette, Receiver, filed May 20, 1907 showing sale of certain logs which came into his possession by virtue of his office as such Receiver, and the funds in his hands arriving therefrom to be reported no exceptions have been taken, and was argued by counsel. the defendants having failed to appear,

ON CONSIDERATION WHEREOF the court doth adjudge, order and decree that said report be and the same is hereby confirmed, and the said Receiver is directed after paying the costs of said suit to pay over to said Surry Lumber Company, or its attorney, balance is his hands as such Receiver.

And the court doth further adjudge, order and decree that the injunction heretofore granted in this case be and the same is hereby made perpetual, and nothing further remaining to be done herein, it is ordered that same be removed from the docket.

"A."

This Deed made and entered into this 11th day of December A. D 1890, between Thos J. Pretlow and Annie E. 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 Five Thousand dollars to be paid as hereinafter set forth, and in further consideration 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 all the timber twelve inches in diameter at the stump and over on the following tracts of land all in Southampton County Va. viz. 1st. The tract of land owned by Thos. G. Bryant, 2nd. The track of land owned by Martha Bryant Mothers, 3rd. The track of land

owned by A. A. Bryant and of the home tract of the grantor, it being the farm upon which the said grantor now resides, but the grantor reserves all the timber on the left hand side of the public road, running from Courtland by the house of grantor known as the New Road or sometimes called Assamoosic Road, and also the second growth pine on the left hand side of the Avenue leading from grantor house to the Main or Petersburg Plank Road but it is understood that the said Pretlow guarantees no further privileges or rights to the said The Surry Lumber Company on any of the Bryant lands aforesaid than are granted to him by their several deeds dated March 8, 1890, of record in the Clerks Office of Southampton, reference to all of which is hereby expressly made for any and all purposes, together with a right of way across said tract of land afore-

described for the purpose of removing the timber cut from said tracts of land and the timber cut from any other track of land by the said party of the second part. 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 parties of the first part that they, the said Surry Lumber Company shall and will on or before the 11th day of Dec'r, 1890 pay to Chas J. Pretlow Eight hundred dollars and on or before June 11. 1891, six hundred dollars with interest from Dec 11, 1890 and on or before Dec. 11, 1891 Six hundred dollars with interest from Dec. 11. 1890. and in as much as James R. Bryant one of the grantors in the deed from Martha W Bryant and others to C. J. Pretlow referred to before was not twenty one years of age when he signed said deed and will not

be before July. 1891, it is agreed that the said Surry Lumber Company shall have a right to record a deed equal to his interest in said timber until he shall ratify and confirm his said act, and J. B. Davis who holds a deed of trust on A. A. Bryants land hereby consents to this deed by signing and acknowledging the same. And it is agreed by the said Surry Lumber Company that the grantors shall have the right to use any of said timber before they are cut as may be necessary for plantation purposes, and it is further 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 covenant that they have

a full and lawful right to convey the said property, that they have done no act to encumber the same, that the grantee shall have quiet possession of the same free from all encumbrances, and that they the said parties of the first part will execute such further assurances of the same as may be requisite, provided the same is consistent with the previous provisions of this deed. Witness the hands and seals of the parties hereto this day of —18—.

Thomas J. Pretlow (Seal)
Stannie E. Pretlow. (Seal)
J. B. Davis. (Seal)

State of Virginia - }
County of Southampton } S.S.

I, E. M. Howard, Deputy Clerk in and for the County Court of Southampton, do, and State aforesaid, do hereby certify that T. J. Pretlow, Stannie E. Pretlow & J. B. Davis, whose names are signed to the foregoing writing bearing date on the 11 day of Dec. 1890, have acknowledged the same before me in my county aforesaid. Given under my hand this 11 day of Dec. 1890.

T. M. Howard D. C.

"

Southampton County -

In the Clerks Office Dec. 17 1890.
The foregoing Deed from T. J. Pretlow
et als to Tidewater Lumber Company
was this day received and with
certificate annexed, admitted to
record.

Teste. R. F. McLemore, C. C.

A Copy. Teste. R. F. McLemore. C. C.
By. Eula D. Bloxd. D. C.

"

"B"

This Deed made and entered into this 17th day of March A.D. 1897, between Thomas J. Britton, and Annie E. Britton 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 ($1030.00) one thousand and thirty dollars, to them in hand paid the receipt of which is acknowledged, have this day, grant, bargain and sell, with general warranty unto the said Surry Lumber Company, their successors or assigns, all the pine and popular timber not previously sold the said Surry Lumber Company on the tract of land on which the Grantors now live in Southampton County, Virginia said tract of land adjoining the lands of J. B. Pinner, Ezra Gardner, Bryant and others, and

lying on Hattoway River. It is understood however and mutually agreed that no timber is sold under this conveyance which is less than fourteen inches in diameter, at the stump at the time of cutting the said timber. It is also understood that no poplar is intended to be sold by this conveyance, which is standing in the low grounds or flats on Hattoway River, and it is also understood and mutually agreed that no timber is sold under this conveyance on the Tuscarora and Adamsville Swamps except the large pine trees, it not being intended to convey the young and second growth pine or other timber on these two swamps but simply the large old growth pines last above mentioned, 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 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 rough 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 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 ~~and~~ possession of the same free from all encumbrance 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 17 day of March 1897.

F. J. Pretlow (Seal)

Nannie E. Pretlow (Seal)

State of Virginia

County of Southampton - S.S.

I Jas L. McLemore a commissioner in chancery of the Circuit Court in and for said county and state aforesaid do hereby certify that F. J. Pretlow and Nannie E. Pretlow, the wife whose names are signed to the foregoing writing bearing date on the 17th day of March 1897, have acknowledged the same before me ~~in~~ my county aforesaid.

Given under my hand this 19th day of March 1897.

Jas L. McLemore Commissioner in Chancery Circuit Court of Southampton County Virginia

Virginia -

In the Clerks Office of Southampton County March 20. 1897.

The foregoing Deed ~~from~~ was this day presented in said with the certificate thereto annexed, admitted to record.

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

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

By. Eula D. Bland. D.C.

"C"

This Deed, made and entered into this 20th day of Sept A.D 1904 between J.P. Knight and Lottie A. Knight his wife, of the county of Southampton in the state of Virginia of the first part, and the Drury 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 Twelve hundred Dollars $1200.00 to them in hand paid the receipt of which is hereby acknowledged do hereby grant, bargain, and sell with general warranty, unto the said Drury Lumber Company their successors or assigns all 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 Dr. Thomas Pretlow Tract, and containing nine hundred (900)

Copy

acres more or less and adjoining the lands of T. B. Joyner, Whitehead and others land containing the whole of the Dr. T. J. Pretlow Farm, except that portion sold by the grantors to T. B. Joyner" together with the right or license to the said party of the second part its successors and assigns, at their pleasure to enter upon the 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 constructing 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 stumps at the time of cutting said timber,

except for right of way or other necessary purposes 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. And provided further that ten years shall be the fixed time for the cutting and removing the said timber on the land aforesaid but whatever additional time not to exceed five years may be desired by the said Surry Lumber Company can be had on the payment of six per cent interest annually on the purchase ~~price~~ aforesaid.

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 encum-
ber the same, and that the Grantee
shall have quiet possession of
the same free from all encum-
brances, and that they the said
parties of the first part will
execute such further assurance
of the same as may be requi-
site. Witness the hands and
seals of the parties hereto this
30th. day of September 1904.

J. T. Knight (Seal)

Lottie A. Knight (Seal)

Virginia -

In the Clerks Office of South-
ampton Circuit Court Sept.
26. 1904. This deed was presented
and acknowledged and in this
office by Jas T. Knight, and
Lottie A. Knight and admitted
to record.

Teste: E. F. McLemore,
C. C.

A Copy. Teste: E. F. McLemore C.C.
By. Euba D. Bird D.C.

Surry Lumber Company, a Corporation, Complainant.

V

In chancery.

James E. Johnson, Frank T. Hill, J. R. Bryant, William Bryant, E. P. Hart, Defendants,

On motion of Complainant, an injunction is granted in accordance with the prayer of the bill, enjoining and restraining the defendants, James E. Johnson, Frank T. Hill, J. R. Bryant, William Bryant and E. P. Hart, their Agents, employees and all other persons from cutting, hauling selling or other wise interfering with, or dealing in the standing timber on the original Thomas J. Pretlow farm, or from selling, removing or disposing of any timber that may have been cut and left on said land, or from disposing of any lumber manufactured from the trees cut therefrom; which tract of land contains Nine Hundred Acres (900.) more or less, lies about Two Miles North of Courtland, on the Nottoway River, and adjoins the lands of B. D. Joyner, the estate of George T. Bryant, the E. J. Gardner farm and others, and more particularly described in the bill and proceedings of the case. And the said Frank T. Hill, J. R. Bryant, William Bryant, and E. P. Hart, are enjoined and restrained from purchasing any of the standing timber and logs, or lumber cut therefrom, either standing or which has been cut and removed from the said farm, and they are further enjoined and restrained from hauling 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 the posession of either of them, and are further enjoined from collecting any money arising from the sale of said logs or lumber until the future order of this Court.

And the said Frank T. Hill and E. P. Hart are further enjoined from cutting, hauling, removing, purchasing or otherwise in any way interfering with any other standing timber owned by the complainants, in the County of Southampton.

But before this injunction shall take effect, the Said Surry

Surry Lumber Co.
a Corporation.
vs. Injunction
Jas E. Johnson
& others.

1906 1st April Ruled.

Executed March 24
1906. by Delivering a
Copy of within
notice to Each of
within name
persons. in person.

Jno Bryant Deputy
for
J. L. Hill Sheff.

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. conditioned to pay all such cost as may be awarded against the complainant, and all such damages as may be incurred in case the injunction ~~may be~~ shall be dissolved.

A Copy.

Teste: B. F. McLemore C.C.

I hereby certify that the bond required by the foregoing order has been given, with security deemed sufficient by me.

B. F. McLemore Clerk, of Southampton Circuit Court.

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

Know all Men by these Presents, That we, James L. McShmare for
and on behalf of Surry Lumber Co. a Corporation and
J. A. Smith, and Edwards Rogers.

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 21st. day of March one thousand nine hundred Six.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that ~~whereas~~ if the abov bound Surry Lumber Co. a corporation, who has sued out and obtained from the Circuit Court of Southampton County at the March term 1906, an injunction against James E. Johnson, Frank D. Hill, J. R. Bryant, William Bryant 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

~~Now, therefore, if the said~~ _____, ~~as aforesaid, shall faithfully discharge the duties of his office, post or trust of~~ _____, then this obligation to be void, otherwise to remain in full force and virtue.

James L. McShmare SEAL
J. A. Smith SEAL
Edward Rogers SEAL
SEAL
SEAL

In the Clerk's Office of the Circuit Court for the County of _____,
the _____ *day of* _____, *19* :

This bond was executed and acknowledged 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 Circuit Court.

Cherry Lumber Co

v

Report of Stff's Rec'rs

Jas. E. Johnson et als.

May 20. 1907 Filed

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY.

Surry Lumber Company----------Plaintiff,

v.

James E. Johnson, Frank T. Hill, J. R. Bryant, William Bryant and E. P. Hart----------Defendants.

The undersigned who was duly appointed Receiver in this case by decree entered herein May 21st, 1906, begs to report that in pursuance of said decretal order he took possession of the logs on the lands of the said James E. Johnson and sold the same to the best advantage possible, and that James T. Knight became the purchaser thereof, paying for same the sum of $37.72, which amount your Receiver now has in his hands subject to the order of this Court, as per statement following:

Total amount received from sale of logs,		$37.72
To commissions on receipts at 5%---	$ 1.88	
Expense of advertising and selling---	$ 2.50	
Balance in hand----------	$ 33.34	
	$37.72	$37.72

Your Receiver begs to report that there were 1479 4 feet of said logs which sold at the rate of $2.55 per thousand feet log measure.

Respectfully submitted,

J. L. Gillette,
Per J. W. Bryant Deputy Receiver.

April 29, 1907.

Surry Lumber Company,
a Corporation,

v. --DECREE--

James E. Johnson, Frank T. Hill
J. R. Bryant, William Bryant
and E. P. Hart.

Enter this 21st day of
May, 1906.

Robert Prentis

Entered in
C. O. B. p. 257.

Surry Lumber Company, a Corporation,----------Plaintiff,

v.) IN CHANCERY.

James E. Johnson, Frank T. Hill, J. R. Bryant William Bryant and E. P. Hart,----------Defendants

This day this cause came on to be heard upon the bill and exhibits in support thereof, upon the injunction granted March 20, 1906, in accordance with the prayer of the bill, the bill taken for confessed as to all defendants, and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court, who is directed to inquire and report what quantity of standing timber trees have been cut from the lands of James E. Johnson described in complainant's bill, which are covered by deeds to complainant, also the value of said standing timber and by whom cut; said Commissioner is also directed to report who hauled the said timber trees from the lands of the said Johnson, where the same were hauled, and whether or not the party, or parties, hauling same knew to whom the said timber trees belonged; what became of the logs cut from said timber trees, and whether or not the party, or parties, manufacturing same into lumber knew that they were the property of complainant; and any other matter deemed pertinent by the Commissioner, or required to be stated by any party in interest.

And J. L. Gillette, Sheriff of this County, is hereby appointed Receiver, and is ordered to take immediate possession of all logs now on the said land of James E. Johnson, and

all logs or lumber in possession of any of the defendants in this cause, and proceed to sell the same at the fair market value thereof, either publicly or privately, after notice to those interested, and hold and preserve the proceeds of such sale to await the future disposition thereof by this Court.

And said Receiver will make report to Court.

Surry Lumber Co.
a Corporation.
vs.
Jas E. Johnson
and others.
1906 - 1st April Rules.

Executed March 24-
1906 by Delivering a
Copy of the within
notice to each of
within named in
Person.

Jno Bryant Deputy
for
L. L. Pellett Sheff

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON James E. Johnson, Frank F. Hill, J. R. Bryant, Wm Bryant, and E. 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 1st Monday in April 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 21st day of March, 1906, in the 130th year of the Commonwealth.

Teste:

B. F. McLemore, C. C.

Surry Lumber Co.
A Corporation.
vs
Stat: Rules
Jas. E. Johnson, et. als:

Surry Lumber Company
a Corporation
vs
James E. Johnson, Frank T. Hill,
J. R. Bryant, Wm Bryant and
E. T. Hart.

1906. Mch 21st Process issd to 1st April Rules.
" 1st Apl Rules: process rtd Executed.
Bill & Exhibits filed.
Decree nisi
1906. 7th Apl Rules: Bill taken for Confessed
and Cause set for hearing.