1908-18 Southampton County Chancery - Taylor, B.F. vs Gray, R.A. et als

Worrell, M.E.

Sues for injunction to enjoin & restrain the defendants from cutting, hauling or in any way removing timber from his property. Also to keep the Co. off the land.

B. F. Taylor

v. } Bill of Exhibits

B. A. Gray & J. E. Worrell

1907 - 1 July Rules.
Filed

2 July R

James ~~GILMORE &~~ CORBITT
ATTORNEYS AT LAW
SUFFOLK, VA.

Jewell & Co., Phila.

TO THE HONORABLE JAMES L. McLEMORE, JUDGE OF THE

CIRCUIT COURT OF SOUTHAMPTON COUNTY.

Humbly complaining, sheweth unto your Honor, your Complainant, B. F. Taylor, of the County of Southampton, that on the 18th day of July, 1903, your Complainant and his brother, John T. Taylor, were seized and possessed of a certain tract of land in Southampton County, Virginia, known as a part of Myrick's Quarter, bounded and described as follows:

> Bounded on the North by the lands of Sam Drake, John Griffin and W. G. White, on the East by the lands of Marvin Hill and Alice Hill, on the South by the lands of Horace Moore, and on the West by the Meherrin River, containing 416 acres, more or less;

that by deed dated the 18th day of July, 1903, your Complainant, B. F. Taylor, and Florence M. Taylor, his wife, John T. Taylor and Necie R. Taylor, his wife, made and executed a deed to R. A. Gray, conveying to him for the consideration named in said deed, and subject to conditions mentioned therein, certain trees on the property hereinbefore described, as will more fully appear from a copy of said deed herewith filed as "exhibit A," and prayed to be read as a part of this bill; that thereafter, to-wit: on the _____ day of _____ 190___, the said John T. Taylor and Necie R. Taylor, his wife, made and executed a deed to your Complainant, B. F. Taylor, conveying to him all of said John T. Taylor's interest in and to the tract of land hereinabove described; that the ~~said~~ deed, a copy of which is shown as "Exhibit A", specifically says that the party of the second part, R. A. Gray, shall cut the lumber as he goes, as per dimensions, and not go on the same land the second time to cut lumber; that the said R. A. Gray, himself, or through his agents, employees or assigns, have heretofore,

1.

to-wit: several months ago, entered upon the said land and cut over the entire part of said land lying upon the South side of the main County Road passing through the property; that one M.E.Worrell, either as the agent or employee of the said R. A. Gray, or claiming to be a purchaser from him of timber conveyed in said deed, has entered upon the said property lying on the South side of the main County Road aforesaid, with his agents and employees, and has cut over a part of the said land the second time, destroying valuable timber, and continues to cut over same by reason of which he has caused irreparable injury to your complainant's freehold and property, and will cause further irreparable injury unless the said cutting is enjoined by your Honor.

In tender consideration whereof, and inasmuch as your Complainant is remediless in the premises save by the aid of a Court of Equity where matters of this kind are alone properly cognizable, he prays that the said R. A. Gray and the said M. E. Worrell, may be made parties defendants to this bill and required to answer the same, but not under oath, the answer under oath being hereby expressly waived. That an injunction may be granted enjoining and restraining the said R. A. Gray and M.E.Worrell, and the agents, servants and employees of either or of both of them from cutting, hauling or removing any of the trees from that part of the land in the bill mentioned, lying on the South side of the main County Road passing through the said property, as above set forth, and also restraining them from again entering upon the said land for any purposes whatsoever until the further order of this Court. And that the defendants be required to pay to your complainant such damages as may be just and right for such trees as have been cut contrary to the terms of the deed above set forth; that all such accounts may be taken, inquiries and orders entered, and such other further,

general and special relief may be granted as the nature of this case may require or to Equity shall seem meet.

Notice is hereby given that the Court will be asked to allow a reasonable counsel fee for Complainant's Counsel conducting this case.

And your Complainant will ever pray, etc.

B. F. Taylor

State of Virginia,
County of Southampton, To-wit:

This day personally appeared, ~~xxNotaryxPublic~~ before me, E. B. Beaton, a Notary Public for the County aforesaid, in the State of Virginia, B. F. Taylor, the Complainant in the above bill, and made oath that the statements as therein contained in so far as made from his own knowledge are true, and in so far as made from information derived from others he believes them to be true. My commission expires 7th March 1910

Given under my hand this 24 day of June, 1907.

E. B. Beaton
Notary Public.

Exhibit A

This deed made this 18th day of July, 1903, between B. F. Taylor and Florence M. Taylor, his wife of Southampton County, Virginia,& John T. Taylor & Necie R. Taylor his wife of Northampton County, North Carolina, of the one part, and R. A. Gray, of Southampton County, Virginia, of the other part, Witnesseth: That for and in consideration of the sum of one thousand dollars, cash in hand paid the receipt of which is hereby acknowledged, and the further consideration of Ten thousand feet merchantable lumber, to be hereafter delivered, the said B. F. Taylor & Florence M. Taylor his wife & John T. Taylor & R Necie R. Taylor his wife do grant with general warranty unto the said R. A. Gray, the following property To-wit: All Cypress, Pine, Poplar & Walnut trees twelve 12 inches in diameter, (bark excluded) eighteen inches from the ground upon the following terms and conditions party of the second part, may erect such buildings on the land as may be necessary for the conduct of his business but such buildings must remain on the land. All lumber needed for plantation purposes by parties of the first part, they will pay party of the second part Eight dollars per thousand feet for same at the mill. All stable manure made by teams of party of the second part, shall belong to parties of the first part, [redacted] party of the second part, shall cut the lumber clean as he goes as per dimensions, and not go on the same land the second time to cut lumber. parties of the first part retain the privilege of getting shingles and slabs for plantation purposes during the time party of the second part is cutting & removing said lumber. parties of the first part, gives party of the second part five (5) years from date of this writing to cut and remove said lumber.

Witness the following signatures & seals.

B. F. Taylor (Seal)

Witness signatures of
Mr. & Mrs.
John T. Taylor
W. W. White

B. F. Taylor (Seal)

Florence M. Taylor (Seal)

John T. his X mark Taylor (Seal)

Necie R. her X mark Taylor (Seal)

W. W. White who holds a deed of trust on the above described property hereby consents to the sale of the same as is evidenced by signing this deed.

W. W. White.

Virginia, Southampton County, To-wit:

I, E. B. Beaton Notary Public for the county aforesaid in the State of Virginia do certify that B. F. Taylor, Florence M. Taylor, Jno. T. Taylor, Necie R. Taylor & W. W. White whose names are signed to the writing hereunto annexed bearing date July 18, 1903, have acknowledged the same before me in my county aforesaid. Given under my hand this July 18, 1903

E. B. Beaton,
Notary Public.

My term of office
expires March 17, 1906.

Virginia:
In the Clerk's Office of Southampton County Court July 24, 1903
This deed was presented and with certificate annexed admitted to record.
Teste, B. F. McLemore, C.C.

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

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF THE COUNTY OF SOUTHAMPTON, JUNE 24, 1907.

B. F. Taylor, ----------Complainant,

v.

R. A. Gray and M. E. Worrell, ----------Defendants.

On motion of the Complainant, an injunction is granted him in accordance with the prayers of the bill, enjoining and restraining R. A. Gray and M. E. Worrell, ~~their~~ and the agents, servants and employees of either or of both of them, from cutting, hauling or removing any trees from that part lying on the South side of the main County Road passing through the property, of the tract of land which, as a whole, is described as follows:

> Bounded on the North by the lands of Sam Drake, John Griffin and W. G. White, on the East by the lands of Marvin Hill and Alice Hill, on the South by the lands of Horace Moore, and on the West by the Meherrin River, containing 416 acres, more or less;

and also restraining them from entering again upon the said part of the said land for any purposes whatsoever, until the further order of this Court.

But before said Complainant shall have the benefit of this order, he, or some one for him, shall enter into bond before the Clerk of the Circuit Court of Southampton County in the penalty of $500, 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 may be dissolved.

All of which is hereby certified to the Clerk of the Circuit Court of Southampton County, to be entered in his Chancery Order Book.

James L. Ellmore.

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

June 24, 1907.

Mr. B. F. McLemore, Clerk,
Courtland, Va.

Dear Sir:

In re B. F. Taylor v. R. A. Gray and M. E. Worrell:

I am herewith enclosing memorandum for suit returnable Second July 1907 Rules, Bill asking for injunction, and order signed by Judge McLemore granting the injunction as prayed for. I have instructed the plaintiff to go to your office tomorrow with his surety, to give the bond.

I am also herewith enclosing three copies of the injunction to be used in making service on the defendants.

Very truly,

James H Corbitt

Depositions

B. F. Taylor,

v.

R. A. Gray and M. E. Norrell

D E P O S I T I O N S .

B. F. T A Y L O R ,

v.

R . A. G R A Y and M. E. W O R R E L L.

W i t n e s s e s e x a m i n e d:

B. F. Taylor,
S. J. Myrick,
J. T. Griffin,
B. E. Felts.

To R. A. Gray,
M. E. Worrell:

Take notice that on the 17th day of January, 1908, at the office of James H. Corbitt, in the Town of Suffolk, Virginia, between the hours of 9 o'clock A. M., and 6 o'clock, P. M., of that day, I shall proceed to take the depositions of S. J. Myrick and H. A. Moore, to be read in evidence in my behalf in the suit in equity depending in the Circuit Court of Southampton County, in which I am plaintiff and you are defendants; and if from any cause the taking of the said depositions be not commenced on that day, or if commenced, if they be not completed on that day, the taking of the said depositions will be adjourned and continued from time to time at the same place and between the same hours until they are completed.

Respectfully,

B. F. Taylor,
By James H. Corbitt
attorney

B. F. Taylor,----------Complainant,)
v.) DEPOSITION.
R. A. Gray and M. E. Worrell, Defendants.)

The depositions of B. F. Taylor and others, taken before me, F. W. Lloyd, a Notary Public for the County of Nansemond, in the State of Virginia, pursuant to notice hereto annexed, at the office of James H. Corbitt, in Suffolk, Virginia, on the 17th day of January, between the hours of 9 o'clock A. M. and 6 o'clock P. M., to be read as evidence on behalf of the Complainant in a certain action at law (or suit in equity), depending in the Circuit Court of Southampton County, Virginia, wherein R. A. Gray and M. E. Worrell are Defendants and B. F. Taylor is Complainant.

Present, E. Frank Story, attorney for the Defendants; M. E. Worrell;
James H. Corbitt, attorney for the Complainant;
The Defendant, R. A. Gray, not represented.

B. F. Taylor.

The witness, B. F. Taylor, being duly sworn, deposes as follows:

Examined by Mr. Corbitt.

Q. State your name, age, residence, occupation, and whether or not you know the parties to this suit?

A. B. F. Taylor, age 37, reside near Boykins, Virginia, am a farmer and the Complaiant in this suit.

Q. It is alleged in this bill, Mr. Taylor, that you sold certain timber described therein to Mr. R. A. Gray, a copy of the deed con-

veying said timber is attached to the bill and made a part thereof, in which it is stipulated that the party of the second part, that is Mr. R. A. Gray, shall cut the timber clean as he goes, as per dimensions, and shall not cut over the same land the second time. Please state whether or not Mr. R. A. Gray, or anyone to whom he has sold this timber, has cut this land over the second time?

A. Mr. M. E. Worrell has cut a part of it over the second time.

Q. Which part has he cut over the second time?

A. The part on the South side of the road.

Q. What right had Mr. Worrell to cut the timber at all on your land; how did he first get this right?

A. I don't know anything about the transactions between those people. All I know is I sold it to Mr. Gray.

Q. When this timber was cut over the first time, was the land generally cut over on the South side of the road or in spots?

A. Why I sold it all to Gray, you understand, then he re-sold it to two different parties. Mr. Gray came along and cut the pine. Then Worrell came along and cut the cypress, I think that was in 1905; and last year came back and started to cutting over again.

Q. Did Mr. Worrell cut over any land in 1905 on the South side of the road?

A. Yes, sir, every last speck of it. He went all over the land.

Q. What is the nature of this land, highland or lowland?

A. Lowland where cypress was; swashes and meshes.

Cross Examination: By Mr. Story.

Q. I understand, Mr. Taylor, that you first sold the timber on your own farm to Mr. R. A. Gray?

A. Yes, sir.

Q. Did he sell the cypress to Lawrence and the pine to Moore?

A. Yes, sir.

Q. I understand that Lawrence then sold the cypress timber to Worrell?

A. Yes, sir.

Q. Did Gray at any time cut any part of this timber?

A. Yes, sir.

Q. About how much had he cut when he sold to Worrell the cypress?

A. Not very much, some small bills.

Q. When did Worrell begin to cut this timber?

A. In the year 1905, I don't exactly remember the month or day.

Q. Do you remember whether it was in the early part or latter part of 1905?

A. In the Fall, I think, of 1905, he started to cut.

Q. You stated a moment ago that Mr. Worrell cut this timber over in 1905. How many acres do you suppose there is of this tract of land on the South side of the road?

A. I don't know exactly. I bought it for 410 acres, more or less, the entire tract.

Q. How much of this do you think lies on the South side of the road?

A. I think about 335 acres.

Q. Is this entire 335 acres swamp land?

A. No, sir, a lot of it consists of ridges of pine land which Mr. Gray cut over. I don't know how many acres of cypress timber.

Q. About what proportion of this land on the South side of the road do you think was timbered with cypress timber?

A. I don't know. There might be 100 acres or 150 acres, I don't know.

Q. When Mr. Worrell was cutting this timber in 1905, and probably 1906, is it not a fact that some portions of this land timbered with cypress timber were under water, while the other part was not?

A. It might have been. Not where he was cutting it was not.

Q. Do you think there was as much as ten acres in any one place left on this land not cut by Worrell in 1905-6?

A. I know there was not.

Q. In your direct testimony I understood you to say that he would cut one or two or three trees and leave a like number?

A. Something like that.

Q. These trees that he left, were they of sufficient size to have been cut at that time?

A. Some of them were, some of them have grown since.

Q. Then you state positively that there was no part of this land timbered with cypress left not gone over in 1905, probably 1906, by Worrell?

A. No, sir, none but what he cut some of it.

Re-direct examination: By Mr. Corbitt.

Q. Mr. Taylor, this cutting over the second time, and continually cutting, you consider has caused you damage?

A. Of course it has; all the timber is lying where it was cut.

Q. Do you think it has caused you irreparable damage?

A. Yes, sir.

Q. As I understand it, all that you know is that you sold the timber to Mr. Gray and that you simply heard that Mr. Gray sold it to other parties, and that you had never seen a deed?

A. No, sir, I have never seen the deed. All I know is I went to Mr. Worrell and told him he was not cutting according to contract. He said his contract did not call for anything like that; that he should cut it as he pleased.

Q. I understand from you, then, that your contention is Mr. Taylor that whatever had been cut over after the timber land was cut over

once entirely, were trees that should not have been cut over, and that you were damaged thereby?

A. Certainly I was.

Q. Although you have been damaged thereby, would you be willing to make no contention for this damage, provided the injunction is perpetuated keeping him from cutting any more on the property?

A. Not a bit in the world. All I want to do is to make him stop.

Q. How long between the time Worrell first cut the land over did he come back to cut over the second time?

A. I am not certain; he did not finish in 1905.

Q. How many months was it after he came back the second time?

A. Two years.

And further this deponent saith not.

Signature waived.

The witness, S. J. Myrick, being duly sworn, deposes as follows:

Examined by Mr. Corbitt.

Q. State your name, age, residence, occupation, and whether or not you know the parties to this suit?

A. S. J. Myrick, age 31, reside at Boykins, Virginia, am a Clerk in general store, and am acquanited with the parties to this suit.

Q. Are you familiar with the land owned by Mr. B. F. Taylor near Boykins?

A. Yes, sir.

Q. Have you had much experience in going over timbered land?

A. Yes, sir, I have had some seven or eight years.

Q. What were you doing then, Mr. Myrick?

A. Logging.

Q. It is claimed by Mr. Taylor that the land belonging to him on the south side of the county road had been entirely cut over?

A. So far as I know, Mr. Corbitt, it had.

Q. Had you been over the land?

A. I cut over most of it myself for Mr. Moore.

Q. What did you cut off?

A. The pine.

Q. You cut over most of the land on the south side of the road?

A. Yes, sir.

Q. Have you been over the land since then?

A. Not all of it since then.

Q. What part of it have you not been over?

A. Way back in the low ground, next to the river.

Q. Then you are not prepared to say whether the cypress land has been all cut over or not?

A. The part that I have not been over since I cut for Mr. Moore, he cut over before.

Q. So that at one time or another you have been familiar with the whole of this land?

A. Yes, sir.

Q. And you do know that the entire land has been cut over by Mr. Worrell, or his men employed by him?

A. Yes, sir, they said they were working for Mr. Worrell.

Q. Explain how you say you found it cut over?

A. It was cut about as I would explain the most convenient trees to cut. About in spots, here 2 or 3, and up a little ways, more, where he could cut them easiest.

Q. He did not cut clean as he went?

A. No, sir, he did not.

Q.

Cross examination:: By Mr. Story.

Q. When did you cut this land for Mr. Moore:

A. I think we started in 1905, and finished up in 1906.

Q. Was there any pine in the cypress district?

A. It ran all long the edge of the swamp.

Q. How wide was this strip of cypress timber between the pine and the swamp? (A.) Well, it was cut up right bad. Guts running all through the lowland everywhere, and pine between these guts.

Q. Then it was easy for you to see whether or not the cypress had been cut over?

A. Well, we finished before Mr. Worrell did. In fact Mr. Worrell had stopped cutting the cypress and gone.

Q. Do you know whether or not this cutting about in spots was caused from the condition of the swamp, that is from high water, etc?

A. No, sir, I do not. I was cutting in there at the same time, and it did not stop me.

Q. Is it not a fact that high water would have interfered with Worrell's cutting the cypress, when it would not have interfered with your cutting the pine?

A. Well, it depends altogether on how high. There is one place where water never gets high enough to float lumber, but it never gets dry. I have been knowing it ever since I have been a kid, but it has never been dry.

Q. Can you state positively whether or not the water conditions of the swamp had anything to do with Worrell's operations.

A. Not as I know of. If it did it could not have stopped him over thirty days.

Q. From the best of your knowledge of this timber, was there any spot in the cypress as much as ten acres that had not been cut on at all by Worrell?

A. I think not by some trees being cut out. I wont say any spots. I don't think there was as much a spot as ten acres that had not been cut over.

Signature waived.

And further this deponent saith not.

The witness J. T. Griffin, being duly sworn, deposes as follows:

Examined by Mr. Corbitt.

Q. State your name, age, residence, occupation, and whether or not you know the parties to this suit?

A. J. T. Griffin, age 38, reside about 3 miles S. E. of Boykins, Virginia, am a farmer, and know the parties to this suit.

Q. Mr. Griffin, are you familiar with the land owned by Mr. B. F. Taylor, upon which he sold the timber to Mr. R. A. Gray.

A. Yes, sir.

Q. In the contract of sale between Mr. Taylor and Mr. Gray it was stipulated that the party of the second part should cut the lumber clean as he goes and not go over the same land the second time to cut lumber. Please state whether or not the entire land has been cut over and whether or not, to your knowledge, Mr. Gray, or anyone to whom he may have sold this timber has attempted to cut it over the second time?

A. Yes, sir, it has been cut over once and been cut over the second time.

Q. Have you been over all this land upon which cypress was standing?

A. Yes, sir.

Q. Has all that land been cut over?

A. Pretty much all, yes, sir, some trees are cut and some are not cut.

Q. But there was no place there upon which some trees have not been cut?

A. No, sir.

Q. In other words, there has been cutting done over the entire tract of land?

A. Yes, sir.

Cross-examination: Br. Mr. Story.

Q. You stated a moment ago that this land had been cut over twice. Do you mean to say that Mr. Worrell has cut over the cypress district entirely twice?

A. Yes, sir.

Q. When did he cut the first time?

A. He started in 1905, or his hands did.

Q. When did he cut the last time?

A. This last gone year, 1907.

Q. Did he cut all over the tract the last time?

A. No, sir, he did not cut all over it the last time.

Q. About how much did he cut over the last time?

A. I don't know exactly.

Q. Did he leave any part of the cypress district that he did not cut some trees on the first time?

A. I don't think he did, sir.

Q. When did you go over this land?

A. I go over it, by and through it most any time. I live right there by it.

Q. Have you ever been over it for the purpose of ascertaining the facts of Mr. Worrell's cutting?

A. Yes, sir, I have, and been over it when I did not go for them.

Re-direct Examination: By Mr. Corbitt.

Q. Does, Mr. Griffin, this continually going over the land the second time to cut cause irreparable injury to the land of Mr. Taylor?

A. I don't know, sir.

Q. How far do you live from this land?

A. About 150 yards from Mr. Taylor's land.

Signature waived.

And further this deponent saith not.

B. E. Felts.

The witness, B. E. Felts, being duly sworn, deposes as follows:

Examined by Mr. Corbitt.

Q. State your name, age, residence, occupation, and whether or not you know the parties to this suit?

A. B. E. Felts, age 37, reside near Boykins, Virginia, am a farmer and Constable, and acquainted with the parties to this suit.

Q. Mr. Felts, are you familiar with the land owned by Mr. B. F. Taylor upon which he sold standing timber to Mr. R. A. Gray?

A. Yes, sir.

Q. Mr. Taylor has brought a suit against Mr. R. A. Gray and Mr. M. E. Worrell, claiming that according to his contract of sale with

Mr. Gray it was stipvlated that the party of the second part should cut the timber clean as he goes and not go over the same land the second time to cut timber. Please state what you know about how this land has been cut over?

A. Some time in 1905 I was sent down there to serve papers on a suit of Mr. W. W. White against Mr. Worrell, I believe, through Messrs. McLemore & Corbitt, his attorney. I found Mr. Worrell's hands cutting about 400 or 500 yards from the County road. This past year, 1907, I was sent down to serve injunction papers and again found them in the same place, as near as I ever saw, cutting timber.

Q. Have you been over all of the land upon which the cypress timber stands?

A. Not quite, Mr. Corbitt. Mr. Taylor took me to walk looking for some cattle, and we went over the principal part of it.

Q. Did you see any that had not been cut over?

A. We walked most all the evening looking for those cattle, he showed me his lines, and so far as I saw all had been cut over.

Cross-examination: By Mr. Story.

Mr. Felts what papers were those you first served on Worrell?

A. Papers gotten out by Mr. White to recover money due him.

Signature waived.

And further this deponent saith not.

State of Virginia,
To-wit:
County of Nansemond.

I, F. W. Lloyd, a Notary Public for the County of Nansemond, in the State of Virginia, do hereby certify that the foregoing depositions were duly taken and reduced to writing before me, at the place and time therein mentioned, pursu ant to the annexed notice, signatures being waived.

In witness whereof, I have hereunto set my hand and seal this 17th day of January, 1908.

F. W. Lloyd
Notary Public.

F. W. LLOYD, NOTARY PUBLIC, NANSEMOND COUNTY, VA.

F. W. Lloyd's Notary fee $6.00

JAMES H. CORBITT
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA
LONG DISTANCE PHONE 98

Feb. 11, 1908.

Mr. B. F. McLemore, Clerk,
Courtland, Va.

Dear Sir:

In re B. F. Taylor v. R. A. Gray and M. E. Worrell:

The decree reently entered in this case gave the plaintiff costs, and I shall be glad if you will issue at once an execution for the costs, directed to the Sheriff of Southampton County, and mail the execution to me. Please be sure in taxing these costs to include the stenographer's fee of $6.00 for taking the depositions.

Very truly,

James H. Corbitt

JAMES H. CORBITT
ATTORNEY AT LAW
SUFFOLK, VA.

Feb. 4, 1908.

Mr. B. F. McLemore, Clerk,
Courtland, Va.

Dear Sir:

In re B. F. Taylor v. R. A. Gray and M. E. Worrell:
I am herewith enclosing you, under registered cover, the Court papers in this cause.

Very truly,

James H. Corbitt

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF THE COUNTY OF SOUTHAMPTON, JUNE 24, 1907.

B. F. Taylor,----------Complainant,

v.

R. A. Gray and M. E. Worrell,----------Defendants.

On motion of the Complainant, an injunction is granted him in accordance with the prayers of the bill, enjoining and restraining R. A. Gray and M. E. Worrell, and the agents, servants and employees or either or of both of them, ~~from cutting~~, hauling ~~xxx~~ or removing any trees from that part lying on the South side of the main County Road passing through the property, of the tract of land which, as ~~xxxxxx~~ a whole, is described as follows:

> Bounded on the North by the lands of Sam Drake, John Griffin and W. G. White, on the East by the lands of Marvin Hill and Alice Hill, on the South by the lands of Horace Moore, and on the ~~East~~ West by the Meherrin River, containing 416 acres, more or less;

and also restraining them from entering again upon the said part of the said land for any purposes whatsoever, until the further order of this Court.

But before said Complainant shall have the benefit of this order, he, or some one for him, shall enter into bond before the Clerk of the Circuit Court of Southampton County in the penalty of $ 500.00, 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 may be dissolved.

All of which is hereby certified to the Clerk of the Circuit Court of Southampton County, to be entered in his Chancery Order Book.

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

Know all men by these Presents, THAT WE, B. F. Taylor and W. W. White -

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Five Hundred Dollars, to the payment whereof, well and truly to be nade 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 this State. Sealed with our seals and dated this 25 day of June, one thousand nine hundred and Seven

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas B. F. Taylor did, on the 24" day of June 1907 sue out of the Circuit Court of Southampton County in Vacation. An order enjoining and restraining R. A. Gray and M. E. Worrell, their Agents, servants and Employees. or either or both of them. from cutting, hauling or removing any trees from that part lying on the Southampton side of the main County road passing through the tract of land in the bill mentioned. and also restraining them from entering again upon said land for any purpose whatsoever. until the further order of this Court. Now if the said B. F. Taylor shall well and truly pay all such costs as may be awarded against him, and all such damages as may be incurred in case this injunction shall be dissolved -

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

B. F. Taylor SEAL.

W. W. White SEAL.

SEAL.

In the _____ Court of the _____ of _____, the _____ day of _____ 190__

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

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

Teste:

_____ Clerk.

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF THE COUNTY OF SOUTHAMPTON, JUNE 24, 1907.

B. F. Taylor,----------Complainant,

v.

R. A. Gray and M. E. Worrell,----------Defendants.

On motion of the Complainant, an injunction is granted him in accordance with the prayers of the bill, enjoining and restraining R. A. Gray and M. E. Worrell, and the agents, servants and employees or either or of both of them, from cutting, hauling or removing any trees from that part lying on the South side of the main County Road passing through the property, of the tract of land which, as a whole, is described as follows:

> Bounded on the North by the lands of Sam Drake, John Griffin and W. G. White, on the East by the lands of Marvin Hill and Alice Hill, on the South by the lands of Horace Moore, and on the West by the Meherrin River, containing 416 acres, more or less;

and also restraining them from entering again upon the said part of the said land for any purposes whatsoever, until the further order of this Court.

But before said Complainant shall have the benefit of this order, he, or some one for him, shall enter into bond before the Clerk of the Circuit Court of Southampton County in the penalty of $ 500.00, 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 may be dissolved.

All of which is hereby certified to the Clerk of the Circuit Court of Southampton County, to be entered in his Chancery Order Book.

A Copy. Testo: B. F. McLemore clk

B. F. [illegible] or

vs } Injunction

Gray & Worrell

1907 2. Jerry Rales

Executed by serving a copy of the within injunction on R. A. Gray in person in my county on the 26th day of June 1907, and also executed as to M. E. Worrell by serving a copy of the within injunction on Lonnie Harrell foreman for and

agents of the said M. E. Worrell who was found cutting timber on the land mentioned in my county on the 26th day of June 1907

B E Felts D.S.

for J L Gillette S.A.

Taylor Co. T.

Vs } Spa in Dist

Gray and Howell.

1907 2nd July Rules.

Executed by serving a copy of the within Summons on R. A. Gray in person in my County on the 28th day of June 1907. M. E. Howell not found.

B. E. Felts

Dpt for J. L. Gillette

Shff

THE COMMONWEALTH OF VIRGINIA

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON R. A. Gray, and M. E. Worrell

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 July 1907 ~~next~~, to answer a Bill in Chancery exhibited against them in our said Court by B. F. Taylor

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

Witness, ~~L. A. GAY~~ J. F. McLemore, Clerk of our said Court, at the Courthouse, this 25th day of June, 1907, in the 131st year of the Commonwealth.

TESTE: J. F. McLemore, C. C.

Form B—250—Ja29'03

B. F. Taylor
vs } Stat. Rules
R. A. Gray & M. E. Worrell

B. F. Taylor Pltff.

vs } Stat: Rules:

R. A. Gray and M. E. Worrell. Defts

1907. June 25th. Process issued to 2nd July Rules.

" - 2nd July Rules: Process returned Executed.

on R. A. Gray.

-1908-

B. F. Taylor
v. } Decree
R. A. Gray
M. E. Hinnell

Enter this decree
Feby. 3, 1908

James L. Shmore

Entered C. O. B.
Page 422

Removed
Feby 1908

B. F. Taylor,

v. **DECREE.**

R. A. Gray and M. E. Worrell.

This cause, in which the bill has been taken for confessed against defendants, came on this day to be heard on the bill and exhibits filed, and on the examination of witnesses this day filed, and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree that the injunction awarded the plaintiff in this cause on the 24th day of June, 1907, to enjoin and restrain R. A. Gray and M. E. Worrell, and the agents or employees of either or both of them, from cutting, hauling or removing any trees from that part lying on the South side of the main County road passing through the property, of the tract of land which, as a whole, is described as follows:

> Bounded on the North by the lands of Sam Drake, John Griffin and W. G. White, on the East by the lands of Marvin Hill add Alice Hill, on the South by the lands of Horace Moore, and on the West by the Meherrin River, containing 416 acres, more or less;

and also restraining them from entering again upon the said part of the said land for any purposes whatsoever, be made perpetual, with leave, however, to the defendants to remove from that part lying on the South side of the main County road passing through the property of the tract of land aforesaid, all the timber that has heretofore been cut down by the defendants and left lying upon said land. And the said defendants shall have six months from the date of this decree within which to remove the said cut timber, but no longer. It is further ordered, adjudged and decreed that the defendants do pay to the plaintiff his costs by him about his suit in this behalf expended, and that this cause be removed from the docket.

~~Witness~~

Sum 25. 2 Copies 26. rect 18. Atty 10
do dc 18. Rule 1.00 Enter return 35
filing bill 15. do Ex 15. Copy Ex .50
filing depo: 15 decree 36.
Lay Costs 40. Fi: Fa: 58. Abstract of
decree 25. Injunction 25. Copy .25
Taking & recording bond 75.
Filing away papers .25
Filing Dept 15.

Clk	$	6.51
Shff		2.00
Lawr		16.50
Comm Lloyd's fee		6.00
	$	31.01