1909-12 Southampton County Chancery Biggs, Lucy M. Gdn Vs- Biggs, Lucy M.

To sell timber and use proceeds for re building House on land & for use Land Lent Widow.

Biggs, W. A. M. infgt.

Biggs, W. A. M. infgt

To the Hon L. H. Hill Judge of the Circuit Court for Southampton County Va

In Chancery

Complaining showeth unto your Honor your complainant Lucy M Biggs Gdr of W. A. M Biggs - her son - an infant under 21 years of age That her said ward is seized in fee simple of a valuable tract of land in Southampton County Va containing acres and has some money in her hands as his Gdn which said money together with such rents as she receives for him from his lands she thinks will be sufficient for the maintenance and schooling of said ward. That sometime ago the dwelling house upon the said land was burnt down and has never been rebuilt That there is now no good dwelling house on said farm - nothing but a small and badly arranged outhouse or cottage That it would be greatly to the interest of the said ward and all parties interested that the said dwelling house should at once be rebuilt as it would be a permanent improvement & greatly enhance the value of the said land - & make it bring more rent and in case of a sale

thereof make it sell for a for better price. That on the aforesaid tract of land there is some sawmill timber worth as your complainant supposes some $500.00 or $600.00 that the said timber if sold now will command all it is worth. and that certain parties have bought and are buying all the timber in the neighborhood of said tract of land and will soon cut the same and move from the neighborhood. after which the timber on the said tract of land will sell very low. there then being a poor market for it. That complainant would be sole heir & distributee of said ward if he were dead. That said ward is under 14 years of age. That the rights of no one will be violated by the sale of the said timber. That complainant therefore asks that the said timber be sold and such part of the proceeds as may be necessary for the purpose of building a good comfortable and serviceable dwelling house on said tract of land be used for that purpose. And [illegible] much, for as in duty bound complainant will

without remedy save in a court of equity where matters of this kind are properly cognizable. She prays that Lucy M Biggs and W.a.m Biggs may be made parties defendant to this bill and compelled to answer the same on oath. That a proper guardian ad litem may be appointed to the said infant difendant who shall also answer this bill on oath. That the court would direct that the said timber be sold and proceeds thereof or so much thereof as may be necessary applied to the building of the aforesaid dwelling house. That all proper orders and decrees may be made & all inquiries directed. That your honor will grant such other further and general and special relief as to equity as may seem meet or the nature of the case require. And your complainant hereby gives notice to all interested parties that she will request the court to allow her attorneys in this case Messrs Shands & Son a reasonable attorney's fee. And as in duty bound Your Comra

plaintiff will ever pray &c May it
please the Court
Shands Bond for Lucy M Biggs
Exhibit of W. A. M. Biggs
Subscribed and sworn to by Lucy M Biggs
Exhibit before me W. Shands a Commissioner in
chancery for the Circuit Court for South-
ampton Co Va. Sept 29th 1892
W. Shands
Comr in Chancery

Biggs Exhibit
No 3 Bill
Biggs et als
1 Oct. 92

Shands Bond



WM. SHANDS,
Attorney-at-Law
COURTLAND, VA.

No. 1

Franklin, Va., May 27 1899

Vaughan & Co. Bankers.

Pay to the order of Lucy M. Biggs (Ex of W. A. M. Biggs)

One Thousand and no/100 Dollars

PAID
JUN 6 1899
VAUGHAN & CO., BKRS.
Franklin, Va.

$1040.no/100

Wm Shands Special Comr in cause of Biggs &c vs Biggs et al

SAM W. BOWMAN, NORFOLK, VA.

Beggs Bon
Mo 4th & Final Report of
Hon Shands Special Comr
Beggs et al

Biggs Gdn

re. 3 4th Report of Special Comr W. Rhandr

Biggs et al

Your undersigned Comr begs leave to report that in obedience to the decree entered in this Cause on May 20. 1899. he paid to Lucy M. Biggs Gdn of W. A. M. Biggs the balance of one thousand and forty dollars, in his hands. That there remains no funds in your Comr's hands, and nothing further to be done by him all of which is

Respectfully submitted by

Wm Rhandr

Special Comr

June 7th 1899

Received June 27th 1899 of Wm. Shands Special Commissioner in the chancery Cause of Biggs Gdn against Biggs & others the sum of one Thousand and forty dollars as payment in full of amount in his hands for my Ward from said cause

Witness

Test — Thos. M. Biggs Gdn
Gdn of W. A. M. Biggs

Biggs Exr
vs 33rd Report of Special Comr Mayland
Biggs et al.

Your Commissioner begs leave to report that in obedience to decree entered in this cause on March 17 1899. he withdrew from the papers in this cause the note of The Cowland Lumber Company to him "Exr" for $1000.00 dated April 2nd 1878 with interest thereon from March 26. 1878 and collected the bond and interest due thereon amounting to $1060.50 and paid thereout your Commissioner the sum of $10.00 for writing deed to The Cowland Lumber Company for the timber so sold them. and for releasing lien of deed of trust securing the said note. retained $10.00 to pay taxes on said note. Thus leaving a balance in his hands as said Commissioner, at Vaughan Miss bank Franklin Co of $1040.00 and which amount he is ready and anxious to pay out to the party entitled thereto. Lucy M. Biggs having filed in the papers in this cause a writing by which she relinquished all claim to money resulting from the sale of said timber to The Cowland Lumber Company. all of the said

balance in your Commissioners hands should be paid to Lucy M Biggs Exx of W. A. M Biggs your Commissioner executed all proper deeds & releases to The Cumberland Lumber Company for the paid lumber & conveyed them as directed

Respectfully submitted by
Wm Shands
Special Comr

April 25/99

Biggs
3 rd. Report of Sp. Com
vs
Exx Wm Shands
Biggs et al

1879. 25 Apr. Filed
L. A. Gay C.C.C.

Bigg &c.

M 3 B —

Bigg et als

Statement from Chas. M. Bigg relinquishing all claim to money arising from sale of timber &c. to the Cowichan Lumber Co.

1899. 24. April Filed

T. A. Gray D.C.

To the Honorable R. R. Hunter, Judge of the
Circuit Court of Southampton Co.
I hereby relinquish all claim to any of
the purchase money arising from the sale
of the timber on the land upon which
I now live.

Respectfully
Lucy H. Biggs

Mar 31. 1899.

Franklin, Va., April 19th 1898

M Chancery suit of Biggs Edw. vs. Biggs.

TO J. C. PARKER, Comm'r in Chancery.

~~ATTORNEY-AT-LAW~~, Dr.

To fee for Commissioner's report in said suit.		$17.50
	Paid by Wm Shands, Spl. Comm'r.	
	J. C. Parker	
	Comm'r in Ch'y	

Received April 18th 1898 of Wm Shands Special Commissioner in the Chancery suit of Biggs Edw vs Biggs et al the sum of seventeen hundred and forty four dollars and fifty three cents as payment in full of amount in his hands to date from the sale of the Biggs lands

Thos H Biggs

Edw W. A. W. Biggs

Witness
B. F. McLemore

Norfolk, Va. April 25th, 1898.

RECEIVED of Wm. Shands, Special Commissioner in the Chancery suit of Biggs, guardian, against Biggs et al the sum of Seventy Five Dollars in payment in full of amount due me for attending to and negotiating sale of same timber

C. G. Elliott

Received of J. W. Shands Special
Commissioner in the chancery
suit of Biggs &c vs Biggs
et al five dollars as
payment in full for my
services rendered in
same

R. F. Bigham
By W. Shands
atty for him

$50.00

Norwalk Ia.
Mch 28 1898

Received of William Shands Special Commissioner in the chancery suit of Biggs Gow vs Biggs et al ~~Fifty~~ five dollars on payment for right of way granted by me through the Gilchrist farm

David Gow

Benj E Worrell

Receiving of William Shands Special Comr. in suit of Biggs vs Biggs et als. the sum of $16.48 payment 15 dals of Clerks fees in said suit

4/30/98. L. A. Gay L.L.

$50.00 Worrells Va. March. 28th. 1898.

of William Shands Special Commissioner chancery Suit of Biggs Exor. Vs Biggs dollars on account of Right of Way through Worrells farm

Benj. E. Worrell

"

Biggs, Guardian
vs. } Statement of evid.
Biggs et als.

Biggs. Guardian

vs } Statement of costs

Biggs Defdts.

Summons 25¢ 2 Copies 25¢ 2 writs 18¢ all 10¢ = .78

Docket 18¢. Rules $1.00 Entering Return 35¢ = 1.53

Fil. bill 15¢. D° 2 answers 30¢. D°. report of Comr. 25¢. .70

replication 15¢. 2 drafts & Copy $1.74 = 1.89

Paid. B. F. M. B. F. McLemore $4.91

1 Draft & Copy 12¢. Tax Costs 40¢ — 1.12

7 Continuances $1.75 Filing sundry papers 25¢ = 2.00

Copy decl BTS. from Probate Court for to Circuit Ct. 2.00

Paid Clerk $10.03

Sheff. 1.00

Paid Lawyer 16.50

$27.53

J. L. Parker Costs for Paid 7.50

$35.03

Justs. L. A. Gay L.S.

Additional Services, Taking Commissions, 1.40

Future Costs about 200 2.00

Clerk Sept. 30th 1897

Taking Mrs Biggs bond $1.20 Filing report 15¢ 1.35

1 Draft 35¢. Copy Decree $1.05 1.40

Apr. 22-1898 Paid 41.18

Justs. L. A. Gay L.S.

Paid 6.15

10.03

$16.18

SHANDS & SON,

ATTORNEYS-AT-LAW,

GREENSBORO, PA.

Beggs Bon
& 3 2nd Report
Beggs et al

of Special Comr to Shands

To the Hon R. R. Peebles Judge of the Circuit
Court for South Carolina sitting
Your undersigned Commissioner reports that
in pursuance of the decree entered in this cause
on March 26th 1898. he received from the
Copeland Lumber Co the payment of
$2000. and their note for the deferred pay-
ment of $1000- dated March 26/98 and payable 12
months from date bearing interest from date &
executed to them a deed with special
warranty for the property sold them
& retaining therein a lien on the same
to secure the said deferred payment
& they also giving a deed of trust thereon
to secure said deferred payment (as
evidenced by their said note) and made
the following payments - Namely
Cash from sale of timber to Copeland Lumber Co $2000.00
To Cross on Total sales of $3000 - @ 5½ 69.00
" paid clerks fees 16.18
" " J.C. Palmer Cmrs fee 7.50
" " Sheriff's fee 1.00
" " Shands Son atty fee 31.50
" " B.C. Worrell for right of way 50.00
" " R F Bonham " " " " 5.00
" " C.G. Elliott 75.00
Total 255.18
Balance 1744.82
$2000.00 $2000.00
which balance I have paid to Guy M. Beggs

Guardian of W. A. M. Biggs. She having duly executed the bond required of her. Receipts for all of which payments are herewith filed & also herewith return said note. Your Commissioner does respectfully show the husband of Emily M. Biggs - A. A. J. Biggs purchased during his life time the dower right of Mrs Belle Marsenburg in the Marsenburg land - which dower was in 125 acres of land of the tract mentioned in the bill, and that about 25 acres of it is timbered land (part of the timber sold to Rogers Cowland Lumber Co.) the value of which will not exceed $150 or $200 and that Mrs. Biggs claims a dower right in the same; or rather in the proceeds of the money arising from the sale of it to said purchaser. and is willing to take what she is entitled to in lieu out of said deferred payment. Your Com. estimates that her interest is worth according to the tables as laid down in the Code $100.00 and states of the Court decides she is entitled to dower in said interest then that she be paid said $100.00 and that balance of said deferred payment less future costs & taxes to be paid when collected be paid over to order of said W. A. M. Biggs

Oct 3/98

Respectfully submitted by
Wm Shands Special Com

Biggs' Guardn

vs

Stat: Rules

Biggs & als:

Lucy M. Biggs, Guardian of W. A. M. Biggs. } Pltff

Against

Lucy M. Biggs and W. A. M. Biggs - the last named an infant by J. L. McLemore, his Guardian ad litem. } Deft

1892. Sept 28" Procs issd to 1" Oct: Rules.

" 1" Oct: Rules - Procs Executed - Bill filed. J. L. McLemore appt'd Gdn ad litem to infant - decree nisi v adult

" 2 Oct: Rules: Bill taken for Confessed by adult and Cause set for hearing as to her.

Bigg from
12 3rd Report
Bigg et als

1898. 22. mch fiey

of the Islands Special Court -

To the Honorable A. R. Prentis Judge of the
Circuit Court for Southampton Co Va

Your undersigned Commissioner begs leave
to report that acting in pursuance of
two decrees entered in this cause by
the Circuit of Southampton Co Va. one
entered at the May Term 1893. the other
at the March Term 1897. and after
hoping for a long time to get a
purchaser for the timber on the Bigg land at a fair
sale. he at last succeeded in
finding one, and by and with
the consent of Mrs Lucy M. Bigg
Guardian of the said ward Wm M. Bigg
the same was sold to the Courtland
Furnishing Company privately. As follows:
Your Commissioner sold unto them
for the sum of three thousand
dollars. To be paid as hereinafter
stated. all standing Pine. Gum and Poplar trees
measuring twelve inches and upward
in diameter across the stump fifteen
inches from the ground and which
may attain that size during
the time granted for cutting and
removing the same. Except that seventy
five Pine trees to measure not more
than eighteen inches in diameter across

the ground fifteen inches from the ground, are reserved. that the said purchasers shall also have the right to use free of charge such small timber as shall be necessary to construct roadways, tramways and for railroads on said land. that they also shall have the right of ingress and egress on said land for the purpose of cutting and removing this timber and shall also have the right to construct and operate a railroad on said lands to be used to remove this timber and any other timber which they may wish to haul over the same. but the said railroad shall not be constructed through the yard. garden. lawn. stable yard. orchard or grove yard. and when built in the field in front of the dwelling house, is to go on the West side of the dwelling house in said field and at a sufficient distance from it to avoid setting fire to it by the engine. and sufficient cattle guards to be built where the same intersects the fences around said field to keep stock from coming in the field

The said purchaser also to have the right to construct such stables and outbuildings on a space in the woodlands not exceeding three acres as they may see fit to do said purchaser to have five years from the date of solification by court of this sale to cut and remove said timber and have and exercise the rights and privileges herein stated. They to also have the right to remove all material at any time put on said land by them. A right of way across the lands of B.E. Powell and R.F. Barham, to the extent to which they also to be secured, to them for a period of five years from date as given herein to cut & remove this timber, on which or to construct and operate a railroad to remove this and any timber the said purchaser may wish Two thousand dollars of the said purchase price is to be paid cash and purchaser to give a note and for the remaining one thousand dollars payable twelve months from date of confirmation of sale and bearing interest till paid and to take a deed for said property and give a deed of

Thearn securing the said note. And with the distinct understanding in this said deed that none said timber is to be cut till all the said purchase money is paid. Your Commissioner states that to secure this sale the services of a timber expert had to be secured and such aided most materially in securing the sale and the court should allow a reasonable sum for his services Your Commissioner also states that he will be able to secure the right of way from across B. E. Norrells land for the sum of $50.00 and that across that R. J. Barbour's land for about $10.00 or $15.00. Your Commissioner states that he thinks this a very good sale and recommends that it be confirmed and the said Gilmerdin also is satisfied with it & thinks it a good one & asks that it be confirmed as is evidenced by her signature to this report all of which is

Respectfully submitted

Thos. H. Biggs Exec of

W. A. M. Biggs

Husband

Special Commissioner

March 22nd. 1898

under my hand this 6th day of
April in the year 1898.

L. A. Starke,
Notary Public.

Mrs Luz a Biffs
to
A B Ramirez

Know all men by these presents, that I, Lucy A. Biggs of the City of Norfolk Va. do hereby appoint I. B. Brinn my attorney in fact to sign my name and affix a seal thereto, as surety to a bond in the penal sum of Thirty five hundred dollars, required by a decree of the Circuit Court of Southampton Co; Entered March 26. 1898 in a chancery suit therein depending styled Biggs Gdn vs Biggs &others, to be given by Lucy M. Biggs Gdn of W. A. M. Biggs. And I do ratify and affirm what my said attorney in fact may do hereunder as fully as if I had done the act myself. Witness my hand and seal April 6th 1898

Lucy A Biggs. (Seal.)

In the Corporation of the City of Norfolk, to-wit.

I, L. D. Starke, a Notary Public in and for the Corporation aforesaid in the State of Virginia, do certify that Lucy A. Biggs whose name is signed to the writing above, bearing date on the 6th day of April, 1898, has acknowledged the same before me in my corporation aforesaid.

And I further certify that at the same time the said Lucy A. Biggs made oath before me that her estate was worth thirty-five hundred dollars over and above all her debts and liabilities. Given

Guardian

~~COMMISSIONER'S~~ BOND.

Biggs Guardian

vs

Biggs et als

Biggs Lucy M.

to

Commonwealth.

1898. 19th filed

L. A. Gay C.C.

Know All Men by These Presents, That we, Lucy M. Biggs

by Lucy A. Biggs

are held and firmly bound unto the Commonwealth of Virginia in the sum of ($3500.00)

Thirty Five Hundred no/100 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, hereby waiving the benefit of our Homestead Exemptions 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 bonds of this State.

Sealed with our seals, and dated this 18th day of April one thousand eight hundred and ninety-eight.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound

Lucy M. Biggs

shall faithfully perform the duties of her office or trust, as Guardian

of W. A. M. Biggs

under a decree of the Circuit Court of the County of Southampton

pronounced on the 26th day of March, 189-8, in the suit therein depending

under the name and style of Biggs. Gdn. vs. Biggs et als. and for the faithful application of the funds and for the management and preservation of any property or securities in which the same may be invested, and for the protection of the rights of all persons interested therein whether such rights be vested or contingent,

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

Signed, sealed and acknowledged in the presence of

Lucy M Biggs SEAL

Lucy A Biggs by SEAL

J B Purcell Her attorney SEAL

fact.

In the Clerk's Office of the Circuit Court of the County of Southampton.

This day Lucy A. Biggs

surety on the above bond, ~~made oath before me~~, by J. B. Purcell her atty in fact. ~~Clerk~~ acknowledged of the above bond, and filed the annexed power of attorney

~~of the Court of the county of Southampton, and State of Virginia, that~~ as his authority for so doing; and the said Lucy M. Biggs also acknowledged

~~estate, after the payment of all just debts and those for which bound~~ the same

~~as securit for others and expect to have to pay, worth the sum of~~

~~dollars.~~

Given under my hand this 18th day of April, 1898.

Teste: L. A. Gay, Clerk.

Form No. 809.

Biggs &c.
vs.
Biggs et als.

William Shands

to } COMMISSIONER'S BOND.

Commonwealth.

1897. 21st Oct. Filed.
L. A. Gay Clk.

This bond not executed in
consequence of a suit

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 309.

Know all men by these Presents, That we, William B Hands

and William B. Hands

are held and firmly bound unto the Commonwealth of Virginia, in the sum of ($3000.)

Three 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, hereby waiving the benefit of our Homestead Exemptions 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 bonds of this State. Sealed with our seals, and dated this 21st day of October one thousand eight hundred and ninety seven.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound William B Hands

shall faithfully perform the duties of his office or trust, as Special Commissioner

under a decree of the Circuit Court of the County of Southampton

pronounced on the 11th day of May, 189 7, in the suit therein

depending under the name and style of Biggs &c. vs Biggs &c. &c. or

any further decree that may be entered in this cause

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

Signed, sealed and acknowledged in the presence of

William B Hands SEAL.

William B Hands SEAL.

SEAL.

In the Clerk's Office of the Circuit *Court of the* County *of* Southampton.

This day William B. Hands

surety on the above bond, made oath before me, L. A. Gay Clerk

of the Circuit Court of the County of Southampton

that his estate, after the payment of all his just debts, and those for which he is bound as surety for others and expect to have to pay, is worth the sum of Three Thousand

dollars.

Given under my hand this 21st day of October, 1897.

Teste: L. A. Gay Clerk.

Biggs Guardian ..... Plaintiff...

AGAINST

Biggs et als ..... Defendant...

} In Chancery.

L. A. Gay

I, ~~T. M. HOWARD~~, Clerk of the Circuit Court of Southampton County, Virginia, do certify that bond as required under a decree of sale in the above style cause, entered on the 11th day of May 189 7, has been executed with security deemed sufficient by me.

Given under my hand this 21st day of Oct 189 7

L. A. Gay C. C.

Biggs Edw
vs.
Biggs. et als

We acknowledge receipt
of the within notice.

J. L. McLemore
Sol'r. ad litem Wm Biggs

W. B. Shands Son.
attys for all parties
to this suit

Commissioner's Office,

Franklin ~~Jamestown~~, Va., April 10th 1883

To Lucy M. Biggs, Guardian, Lucy M. Biggs & J. L. McLemore guardian ad litem for S. A. M. Biggs.

You are hereby notified that I have fixed upon the 18th day of April in Courthouse next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:

1st whether it is to the interest of the infant W. A. M. Biggs to sell the timber in the bill & proceedings mentioned, & invest the proceeds, or such a part thereof as may be necessary in the rebuilding of the dwellinghouse

2nd the value of said timber & cost of rebuilding said dwellinghouse.

3rd whether the interest of any party would be violated or not.

4th any other matter deemed pertinent by me or that I may be specially requested to take

required to be taken by a decree of Southampton Circuit Court, rendered at the November term, 1883, in a suit in chancery depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.

Given under my hand, as Commissioner in Chancery of said Court, the day and year first aforesaid.

J C Parker

Commissioner.

To the Sheriff of Southampton County to execute.

The depositions of Jerry M. Beale & L. A. Gay. Taken before me a Comm. in Chancery for the Circuit Court of Southampton pursuant to due & part Court notice hereto attached at the office of J. C. Parker in Courtland, Va. on the 18th day of April 1893. To be read as evidence in a certain suit in Equity depending in the Circuit Court for Southampton County wherein Lucy M. Biggs. Guardian for W. A. M. Biggs is plaintiff, & Lucy M. Biggs & W. A. M. Biggs by J. L. McLemore Gdn ad litem ~~for said~~

Present. W. B. Shands & Sam Attys for Plaintiff & Lucy M. Biggs and of defendants & J. L. McLemore Gdn ad litem for W. A. M. Biggs

The witness. Jerry M. Beale, being duly sworn, deposes as follows.

Q. What is your age, residence, & occupation & do you know the parties to this suit?

A. 58 — Southampton Co. Va. — Farmer — I know parties to suit.

Q Do you think it to the interest of W. A. M. Biggs. the infant son of Lucy M. Biggs. to sell the timber on the farm owned by Lucy M. Biggs & W. A. M. Biggs

known as the Woolcumbing Farm. & invest the proceeds in a Dwelling house on said farm?

A. I am well acquainted with the farm in question & with the history & the condition of the building timber, & I think it would be to his interest to sell timber & invest as above.

Q. What do you consider the value of the said timber, & what would be a fair cost for a dwelling suitable to be erected on said farm.

A. I think the timber worth $2000. & I think house to cost $2000. would be suitable for said farm. It is a beautiful place & a valuable farm & the dwelling was burned down some years since, & since that time there has been no dwelling worthy of the name on the place & I think it would be much improved by the erection of a dwelling. As to the timber I think an early sale would be a good thing as much of the original growth timber is beginning to die out.

And further this deponent saith not.

Jerry McBride

The witness, L. A. Gay, being duly sworn, deposes as follows.

Q. Are you well acquainted with the property in the bill & proceedings mentioned?

A. I am with the farm, though am not well acquainted with limits on it.

Q Have you read the above deposition of Jeny M. Beale & do you concur in the views expressed therein.

A. I have fully concurs in the views expressed therein.

And further this deponent saith not.

L. A. Gay.

Virginia, Southampton County, to wit.
I, J. C. Parker, a Comr. in Chancery for the Circuit Court of Southampton Co. in the said state, hereby certify that the depositions of Jeny M. Beale & L. A. Gay foregoing, were duly taken, sworn to & subscribed before me at the time & place for the purpose in the caption thereof mentioned.
Given under my hand this 15th day of April 1893

J C Parker
Comr. in Chancery

Bigg. Edw.

vs.

Biggs. et als

Retd & Bonus.

1893. May 1. filed.

Given under my hand this 1st day of April 1893.

Your Commissioner finds $1500.00 is amply sufficient to stand
as security on said bond.

Petition of Bryce-Collins Plumbing Co is no longer needed.

COMMISSIONER'S OFFICE,

Franklin,Va.April 18th 1895.

TO THE CIRCUIT COURT OF SOUTHAMPTON COUNTY.

Your Commissioner reports to the Court that on the 20th day of April 1893,in pursuance of a decree entered in the cause of Biggs Gdn. VS Biggs,et als,by the Circuit Court of Southampton County,at the November term 1893,thereof,having given due notice to the parties concerned,as will appear by the notice itself hereto attached and acknowledged by all the parties to said suit by their attorneys,proceeded on the 18th day of April 1895 to execute said decree;and your Commissioner reports as follows;that he has taken the depositions of Terry M.Beale and L.A. Gay upon the points directed to be considered by the decree, which depositions are herewith filed.That from that evidence and from what your Commissioner knows of his own knowledge about the matter in question,he reports that it will unquestionable be to the interest of the said W.A.M.Biggs to have the timber sold from said land in the bill mentioned and described,and the proceeds invested in a dwelling house on the farm,and your Commissioner also reports that the interest of no other party will be violated because no one else has any interest in said land except the parties to this suit.Your commissioner reports the value of the timber to be $2000, as stated by the witnesses. Your Commissioner knows nothing of it. Your Commissioner however disagrees with the witnesses as to the value of the house to erected,and thinks $1500.amply enough to spend on a dwelling on said farm.Even if the small dwelling now there cannot be utilized in building another,still an excellent house can now be built for $1500.and your Commissioner does not think it wise in these days when the old

mansion house of ante-bellum plantations is no longer needed. Your Commissioner thinks that $1500. is amply sufficient to spend in erecting a dwelling on said farm.

Given under my hand this 18th day of April 1895.

J. C. Pickens
Comm. in Chancery

Comm. Fee
$7.50

Bigge

adz 3 answer Gdn dated

Biggs Gdn

The answer of W. A. M. Biggs an infant under 14 years of age by J. L. McLemore his Guardian ad litem to a bill in equity exhibited against him et al in the circuit court of Southampton Co Va by Lucy M. Biggs Gdn &c

This defendant for answer to the said bill answering says that he knows nothing of the allegations contained in the said bill and submits the interests of his ward to the care of this court whose peculiar and especial duty it is to look after and protect the interests of minors. And having fully answered prays hence to be dismissed with his costs &c

Signed Jas L. McLemore
Gdn ad litem for W. A. M. Biggs

Shands D.C. p.d

Subscribed and sworn to by J. L. McLemore Gdn ad litem before me W. Shands a Comr in Chancery for the Circuit Court for Southampton Co Va
Sept 29th 1892

W. Shands
Comr in Chancery

The answer of Lucy M. Biggs to a bill in equity exhibited against her &c in the Circuit Court of Southampton County by Lucy M. Biggs Guardian of W. A. M. Biggs an infant under 21 years of age

This defendant for answer to said bill or so much thereof as she is advised it is material for her to answer answering says That the said W. A. M. Biggs is an infant under 14 years of age. That if he were dead she would be his sole heir & distributee. That the statement contained in the said bill are true. and that she heartily joins in the request contained in the said bill asking that the timber on the lands of the said W. A. M. Biggs be sold reserving sufficient of said timber for plantation uses & purposes, and such part of the proceeds as may be necessary used in rebuilding the dwelling house burnt down on said infant's lands. That by so doing the would render the said lands far more desireable & greatly enhance their value and is greatly to the interest of the said ward and all interested parties that the same should be done. That at this time the said timber would sell for a very good price and. the said

dwelling house rebuilt for a very reasonable sum. and now having fully answered the prays hence to be dismissed with her costs &c

Shands Son p.d. Lucy M. Bigge

Subscribed and sworn to this 29th day of Sept 1892 in my said county by Lucy M. Bigge before me W Shands a commissioner in chancery for the circuit court for Southampton Co Va

W. Shands
Comr in Chancery

Bigge answer &c
Lucy M. Bigge
Bigge
Lydia

1

Lucy M. Biggs

Biggs vs. Sum'
Biggs.

Executed Sept. 30th
1822 by delivering a
copy of this Sum's to
Lucy M. Biggs &
J. L. McLaurin gdn. of Sum
R. D. Williams
Sh'ff
Cost 75 for J. W. Williams
Sh'ff.

(Sum, 2

X

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON Lucy M. Biggs, and W. A. M. Biggs - the last named an infant by J. L. McLemore, his Guardian ad litem.

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 October 1892 ~~next~~, to answer a Bill in Chancery exhibited against them in our said Court by Lucy M. Biggs, Guardian of W. A. M. Biggs.

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

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 28 day of Sept, 1892, in the 117th year of the Commonwealth.

B. F. McLemore C. C.

Bigge' Geo
vs 3 3rd Descel
Bigge et als

Entd Mar 25, 1897
No book & folio

Entd Page 136
Cap

Biggs Gen
vs 3 Decree
Biggs et als

This day this cause came on again to be heard on the papers formerly read and was argued by counsel. On consideration whereof the court doth adjudge order and decree that the decree entered in this cause at the May Term 1893 of this court be amended so that the timber therein directed to be sold shall be all the standing pine, oak, gum, poplar and ash timber measuring twelve inches and upward in diameter across the stump at a distance of eighteen (18) inches from the ground. In all other respects the said decree stands unchanged

Biggs Geo

vs } Decree

Biggs et al

In Vacation

Entered May 20, 1899

Robert R. Ellis

We consent to this decree

Shand Bros atty for Lucy M Biggs Geo A Gorham for Geo A Biggs Thos Lemmon atty for Lucy M Biggs.

Jas L McLemore

Sol Adlitem.

Entered Page 260

Circuit Court for Southampton County Virginia
In Vacation, May 20, 1899

Biggs Gdn
vs
Deese
Biggs et al

This day this cause which has previously been duly made a vacation cause by consent of parties, come on this day to be heard in vacation on the papers formerly read, and upon the report of Special Commissioner, Wm Shands, stating collection of the note of the Courtland Lumber Company claim for the deferred payment due by them for the timber so conveyed them by him, and the releasing of the lien and deed of trust securing the same, and the payment from out of proceeds, of costs of this cause, and to which report no exceptions have been filed, and on the certificate of Mary M. Biggs stating that she relinquished all claim to any of the purchase money arising from the sale of the timber to the Courtland Lumber Company, and was argued by counsel -- On Consideration whereof, the Court doth adjudge, order and

dered that the said report be, and the same is, hereby confirmed - ~~and~~ The Court doth further adjudge, ordered & decreed that the said Special Commissioner W. Shands pay the said balance reported in his hands to Lucy M. Biggs Exr of W. A. M. Biggs, take her receipt therefor, and file the same along with his report which he shall make and return in this cause

Robert R. Ellis

To the clerk of the
Circuit Court of
Southampton County Virginia

Circuit Court for Southampton Co. Va.
In Vacation March 26. 1898

Biggs Exr
vs
Z Pierce
Biggs et als

This day this cause which had previously been duly made a vacation by consent of parties came on this day to be heard, in vacation, on the papers formerly read, and upon the report of Special Commissioner Wm Shands dated March 22nd. 1898. reporting the sale of certain Pine Stem & Poplar timber and granting of certain rights and privileges, on the Biggs tract of land to the Courtland Lumber Co. and the written approval and consent to the same by Lucy M. Biggs Exx of the will W.A.M. Biggs, and to which report no exceptions have been filed, and was argued by Counsel. On consideration whereof, the Court doth adjudge, order and decree that the said Sale as reported be confirmed. And that the said Commissioner proceed to collect ~~to collect~~ from the said Courtland Lumber Company the ~~sum~~ price of the said for payment of the purchase money and upon receipt thereof execute to them a deed, with special warranty,

emerging and them all the Standing Pine Gum and Poplar timber measuring twelve inches and upward in diameter across the stump, fifteen inches from the ground, and which may attain that size during the time granted for cutting and removing the same, except that seventy five Pine trees to measure not more than eighteen inches in diameter across the stump to be selected by Lucy M. Biggs Guardian fifteen inches from the ground, are reserved, granting unto the purchaser the right to use free of charge such small timber as shall be necessary to construct road ways, tramways and railroads on said land, and right of ingress and egress on said lands for the purpose of cutting and removing said timber. and right to construct and operate a railroad on said lands, to be used to remove this timber, and any other timber they wish to haul over the same. said railroad not to be constructed through the yard. garden. lawn. stable yard orchard or graveyard, and where built in the field in front of the dwelling house, to go on the West side of the double mount house in said field and at a sufficient distance from it to avoid setting fire to it by the

engine, and sufficient cattle guards to be built where the same intersects the fences, around said field to keep stock from coming in the field. and right to construct such stables and other buildings on a space in the woodland not exceeding three acres. or they may see fit for, and right to remove at during such five years or within three months thereafter, any time all material put by them on said land. They to have five years from this date in which to cut and remove the aforesaid timber and have and exercise all the aforesaid rights and privileges, and no longer. and title to be retained, in said deed, to said property, till all the purchase money is paid, and none of said timber is to be cut till all the said purchase money is paid. and said purchaser to also give a note or bond or bond for the remaining one thousand dollars, bearing interest from date & payable in twelve months from date & secured by deed of trust on said property sold them. and said Commissioner shall out of the said cash payment of two thousand dollars pay, first cost of sale and suit, including an atty fee to Chandler Bros of $31.50

pay to C. G. Elliott for services of Surveyor expert $75.00, pay to B. B. Newell for the right of way across his land $50.00 to R. F. Barham for right of way across his land $15.00 and the balance pay over to Lucy M. Biggs Gdn of W. A. M. Biggs. But before the same shall be paid to the said Guardian she is required to execute a proper bond before the Clerk of this Court in the penalty of $3500. with security to be approved by him, conditioned for the faithful application of the fund, and for the management and preservation of any property or securities in which the same may be invested, and for the protection of the rights of all persons interested therein, whether such rights be vested or contingent. Before such bond is executed the said Special Commissioner may deposit such fund in such Bank as he may deem a safe depository.

Robert D. Travis

To the Clerk of the Circuit Court of Southampton County.

We consent to this decree.
Lucy M. Biggs Gdn
Lucy M. Biggs
J. W. McLemore, Gdn ad litem.

Entered Nov. 26 1917
Robert D. Travis

Ent. Dec. 1, 1917

Biggs' Exr
vs
Decree
Biggs et als

This day this cause came on again to be heard on the papers formerly read and upon the report of Commissioner J. B. Parker to which report no exceptions have been filed and was argued by Counsel. On consideration whereof the Court doth adjudge order and decree that the said report be and is hereby Confirmed* and ordered and

* Except that an amount not exceeding $2000.00 may be spent in repairing said dwelling house instead of amount allowed by said Court

consideration of record in this cause The Court being of the opinion that it is to the interest of the ward and all parties interested to sell the timber in the bill and proceedings mentioned for the purposes therein stated. The Court doth adjudge order and decree that Wm. Shands who is hereby appointed a special Commissioner for the purpose shall after having first duly advertised the time place and terms of sale proceed to sell at public auction either in the town of Carrabelle Fla on some County Court-day or in the town of Franklin Fla* to the highest

* as he may deem best

bidder. all the standing pine. oak gum. poplar. ash. timber. measuring fifteen inches and upward in diameter across the stump at a distance of two feet from the ground. on the tract of land in the bill and proceedings mentioned with the exception of the timber on acres thereof to be reserved by the said Guardian for plantation purposes. The said said Commissioner is hereby empowered to either sell the aforesaid timber as a whole or seperately or a part or all as to him may seem best and proper to carry out the purpose and intents of this suit and also if he can make a better sale privately than he can at public auction so to do The terms of the said sale shall be. one half of the purchase money cash. balance in equal instalments on a credit of six and twelve months from date of sale. purchaser giving bonds with approved security for said deferred payments bearing interest from day of sale till paid. With

option to the purchaser to pay all the purchase money cash upon confirmation of sale by court and take a deed with special warranty for said timber, with the express and distinct understanding that he shall not proceed to cut and remove any of the aforesaid timber from said land till all the purchase money is paid and that title thereto is retained till all the purchase money is paid. And that the purchaser shall have five years from date of confirmation of said sale in which to cut and remove said timber from said land and if at the expiration of that time he has not done so then all his rights and privileges therein cease and the same stands as formerly before said sale

But the said commissioner shall not proceed to act under this decree until he shall first have executed before the clerk of this court a bond with approved security in the penalty of $3000.00/100 conditioned for a faithful discharge of his duties

as such Commissioner under this or any future decree that may be entered in this cause. And the court doth further adjudge order and decree that the purchaser of the aforesaid timber shall have the right of ingress and egress on the aforesaid timbered lands (but not on the inclosed lands of said farm except by and with the consent of aforesaid Guardian. or the said purchaser may bargain agree with her therefor) including a right of way for a from road &c for the purpose of cutting and removing said timber

Bigger Lon
vs 32nd Decree
Bigger Dec

To be entered
May (11th) June 1893

Entered

Bigg Son
vs Z Deese
Bigg et als

This day this cause come on again to be heard on the papers formerly read and upon the report of Special Commissioner Wm Landrum of his collecting from the purchasers of the Timber, the cash payment of two Thousand dollars and receipt from them of their note for ($1000) one thousand dollars (deferred payment) and executing to them a deed for the Timber sold them, retaining therein a lien for said deferred payment (and bond also secured by deed of trust on said property) and disbursement of said cash payment of $2000.; said disbursements supported by proper vouchers, and to which report no exceptions have been filed and was argued by counsel. On Consideration whereof the Court doth adjudge, order and decree, that said report be confirmed ~~and the Court being of the Opinion that Sam M Bigg is entitled to dower in~~

in the dower interest purchased by her late husband from Mrs Bettie Mossenburg, and that the said interest in fee in the timber be and from said part; and it is ordered the court further orders and decrees that when said Special Comr. Wm Sloan collects from the said purchaser the said note for the deferred payment that after paying such costs and charges as may be due in this cause, he then pay out of the same the sum of one hundred dollars to said Lucy M. Biggs as payment in full of her said dower right in the purchase money derived from the sale of timber on said dower interest and then pay the balance derived from said note to the order of W. A. M. Biggs and obtain his receipts along with his report to court.

Entered Dec 11 1896
Robt Stanley

Entered Page 224

Biggs &c
vs
Biggs &c
Decree

Circuit Court for Southampton Co. Va.

In Vacation, March 26. 1898.

Biggs. Gdn.

vs.

Biggs et als.

This day this cause which had previously been duly made a vacation cause by consent of parties, came on this day to be heard, in vacation, on the papers formerly read, and upon the report of Special Commissioner Wm Shands dated March 22nd 1898, reporting the sale of certain Pine, Gum & Poplar timber and granting of certain rights and privileges on the Biggs tract of land to the Boardland Lumber Co. and the written approval and consent to the same by Lucy M. Biggs Gdn. of the ward W. A. M. Biggs, to which report no exceptions have been filed, and was argued by Counsel, On consideration whereof, the Court doth adjudge, order and decree that the said sale as reported be confirmed, and that the said Commissioner proceed to collect from the said Boardland Lumber Company the sum of $2000.00, part payment of the purchase money, and upon receipt thereof execute to them a deed, With special Warranty, conveying unto them

all the standing Pine, Gum and Poplar timber measuring twelve inches and upwards in diameter across the stump, fifteen inches from the ground, and which may attain that size during the time granted for cutting and removing the same; except that seventy five Pine trees to measure not more than eighteen inches in diameter across the stump, fifteen inches from the ground, to be selected by Lucy M. Biggs Guardian, are reserved, granting unto the purchaser the right to use free of charge such small timber as shall be necessary to construct road ways, tramways and railroads on said lands, and right of ingress and egress on said lands, for the purpose of cutting and removing said timber, and right to construct and operate a railroad on said lands, to be used to remove this timber, and any other timber they wish to haul over the same, said railroad not to be constructed through the yard, garden, lawn, stable yard, orchard or Graveyard, and where built in the field in front of the dwelling house, to go on the West side of the double tenant house in said field and at a sufficient distance from it to avoid setting fire to it by the engine, sufficient Cattle guards to

be built where the same intersects the fences
around said field to keep stock from coming
in the field, and right to construct such stables
and other buildings on a space in the wood-
lands not exceeding three acres, as they may
see fit to do, and right to remove at any
time during such five years or within three
months thereafter, all material put by them on
said lands, They to have five years from this
date in which to cut and remove the aforesaid
timber and have and exercise all of the aforesaid
rights and privileges, and no longer, and
title to be retained in said deed to said prop-
erty, title all the purchase money is paid,
and none of said timber is to be cut till all
the said purchase money is paid, and said
purchaser to also give a note or bond for the
remaining one thousand dollars, bearing
interest from date & payable in twelve months
from date & secured by deed of trust on said
property & said thing, and said Commissioner
shall out of the said cash payment of two
thousand dollars pay, first cost of sale &
suit, including an atty's fee to Shands Son
of $31.50, pay to L.G. Elliott for services of
timber expert $75.00, pay to B.E. Monroe for
the right of way across his lands $50.00
to R.F. Barker for right of way across his land

$15.- and the balance pay over to Lucy M. Biggs
Gdn. of W. A. M. Biggs.
But before the same shall be paid to the said
Guardian she is required to execute a proper
bond before the Clerk of this Court in the penalty
of $3500.- with security to be approved by
him, conditioned for the faithful application
of the Fund, and for the management and
preservation of any property or securities in
which the same may be invested, and for
the protection of the rights of all persons
interested therein, whether such rights be
vested or contingent.- Before such bond is
executed the said Special Commissioner may
deposit such Fund in such Bank as he may
deem a safe depository.

A Copy

Teste: L. A. Gay C.C.

Biggs. Guardian
vs
Biggs. Deft.

Order Mar. 26. 1898.
Robert R. Prentiss.

Memorandum to this decree.
Lucy M. Biggs Gdn.
Lucy M. Biggs
by Stenographic Tr. allegs.
P. L. McKenzie Gdn. ad litem

Entered. page 177.

Bryce Gdn
vs
Bryce & others

In Vacation.
Enter Mar. 17, 1899
Robert D. Dennis

be consent to
the decree.
Stands Sur allegs for
Lucy M Bryce & Gdn
for Gdn ad litem

J B Price Q.
Price & McLemore
attys for Lucy M.
Bryce

Jas L McLemore,
Guardian ad litem,
Entered page - 241

Circuit Court for Southampton County Virginia
In Vacation March 17th. 1899

Biggs Adm
vs
Dearce.
Biggs et al

This day this Cause which has previously been duly made a vacation Cause by Consent of parties, Came on this day to be heard, in vacation, on the papers formerly read, and was argued by Counsel. On Consideration whereof the Court doth adjudge, order and decree, that Wm Shands, Special Commissioner, in this Cause, proceed to ascertain from the papers in this Cause the note to him of The Courtland Lumber Company, for one thousand dollars dated April 2nd 1898, and due twelve months from March 26th 1898, and with interest thereon from March 26th 1898. (Some being bolonce of purchase money for timber sold The Courtland Lumber Company by said Wm Shands Special Commissioner) and collect the same and out of the proceeds, first pay such costs, and fees as may now be due in this Cause, and then deposit the bolonce with the Banking House of Vaughan & Co, Bankers, Franklin Virginia, in their name as Special Commissioner in this Cause, and subject to the further order of this Cause. and the Court doth

further adjudge, order and decree, that the said Commissioner upon the collection of the aforesaid note shall execute to The Courtland Lumber Company, a proper deed of release, releasing the deed of trust given by them on the said property bought by The Courtland Lumber Company from the said Special Commissioners, securing the said note, and also properly release the lien retained securing the said note, in the deed made to the Courtland Lumber Company for the said property sold to them. And the Court doth further adjudge order and decree that one of the Commissioners of this court proceed to take an account showing what is the interest of Lucy M. Biggs in the fund arising from the sale of the timber to the Courtland Lumber Company, and report the same to court together with any other matter deemed pertinent by himself or which he may be required to specially state by any party interested. &c &c

The said Whitehead Special Commissioner shall execute to the clerk of this Court his receipt for the said note of The Courtland Lumber Company ~~Co~~, before he withdraws the same from these papers and proceed to collect the same as aforesaid

Robert R. Whitehead

To the Clerk &c.
The Circuit Court of
Southampton County Virginia

March 18th 1898 Received of L.A.
Gay clerk of the Circuit Court of
Southampton Co Va the note described
in the above decree

Wm Shands
Special Comr.

Biggs Gdn
vs } Decree
Biggs et als

This day this cause came on to be heard on the bill of the complainant the answer of the Gdn ad litem properly sworn to and the answer of Lucy M Biggs properly sworn to and general replication to said answers and was argued by counsel on consideration whereof the court doth adjudge order and decree that a commissioner of this court inquire and report

1st whether it is to the interest of the infant W.A.M Biggs to sell the timber in the bill & proceedings mentioned and invest the proceeds or such part thereof as may be necessary in the rebuilding of the said dwelling house

2nd The value of said timber and cost of rebuilding said dwelling house

3rd Whether the interest of any other party would be violated or not The commissioner will also report the evidence upon which he bases his conclusions. together with any other matters specially stated deemed pertinent by himself or

required to be stated by any interested party. And by consent of all parties given in open court by their counsel the court consenting for the infant defendant ordered that the further hearing of this cause may be had in vacation.

Bigge & Sin
1 2/11
Decree
3
Bigge & Sons

To be entered
Nov 5 1892
Order

Ordered that this cause
[illegible] by stands for
hearing in Bigge & Sins
[illegible]
J. Hall Johnson, Sol. solicitor

Entered

Beggs Dower -1909-

W 3 Decree

Beggs et al

To be entered

June (3rd) June 1901

Robert V. Davis

1

357

Biggs Son
vs
Decree
Biggs et als

This day this Cause
Come on to be heard upon the
Papers formerly read; and upon
the report (Final) of Special Com-
missioner Wm Shands showing disburse-
ment of all the funds in his
hands, as same supported by proper
vouchers, to which report no
exceptions have been filed, and
was argued by Counsel. On
Consideration Whereof the Court
doth adjudge, order and decree,
that the said report be, and
the same is hereby Confirmed.-

This day filed.