

1911-16

Southampton County Chancery - Urguhart, Maria Louisa et al vs Surry Lumber Co.

Sues for an injunction against the
defendant restraining them from
operating trains across their
land for removing of timber or
any other use - also ask damages
for the operation of same with-
out permission

Urguhart, Martha Rebecca Antionette

" , Annie Blunt

" , Lucy Williamson

Bill

Marine House Virginia
on Bee & Exhibits
Sunny Lumber Camp

1911 April 4th
B. April Bee & Exhibits
H. B. McEnroe

H. Stuart Lewis
+ Marvin Smiley
Sg.

17-Apr-11

MARVIN SMITHEY,
ATTORNEY-AT-LAW,
LAWRENCEVILLE, VA.

TO HONORABLE JAMES L. McLEMORE, to the said Surry Lumber Company

JUDGE OF THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA:

Humbly complaining sheweth unto your Honor your complainants, Maria Louisa Urquhart, Martha Rebecca Antionette Urquhart, Annie Blunt Urquhart and Lucy Williamson Urquhart, the following state of facts as the basis for the relief hereinafter prayed for: and a right of way across the said tract of land

By deed bearing date on the 25th day of April, 1888, and duly recorded in the Clerk's Office of Southampton County, Virginia, W. H. Urquhart, the owner of a tract of land containing 769 acres, more or less, situate in Southampton County, State of Virginia, in consideration of the sum of Two Thousand (\$2000.00) Dollars, executed a certain deed to the Surry Lumber Company a corporation under the laws of the State of Virginia, conveying unto the said Company, its successors and assigns, all the timber on the said tract of land (with the exception of the timber on about ten acres of the same) "together with a right of way across the said tract of land above described for the purpose of removing the said timber cut from the said tract of land, and the timber cut from any other tract of land by the said parties of the second part, and also for the purpose of running and operating a railway."

By the terms of the said conveyance, it was further covenanted and agreed that the said "Surry Lumber Company shall have five years within which to cut and remove the said timber from the time they commence to manufacture the said timber into wood or lumber, but that they shall not be limited as to the time in which they shall commence to cut and remove the same."

Soon after the execution of the deed aforesaid, the said W. H. Urquhart departed this life, having devised to your complainants a certain part of the tract of land hereinbefore described, containing 475 acres, more or less, and on the 13th day of December, 1902, your complainants by and with the consent of C. W. Truitt, the beneficiary under a certain deed of trust on

the said tract of land, executed to the said Surry Lumber Company a certain deed conveying, in consideration of the sum of Eight Hundred (\$800.00) Dollars to them in hand paid, all the timber situate on the said tract of 475 acres, "together with the right or license to the said party of the second part, its successors or assigns, at their pleasure to enter upon said land, to cut the said trees, and a right of way across 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."

By the terms of the said last mentioned conveyance, it was also provided that the said Surry Lumber Company should not cut any trees less than 10" in diameter at the stump at the time of cutting said timber, except for right of way or other necessary purposes, and that when the said Surry Lumber Company should have commenced to manufacture the said trees into wood or lumber, the license to cut should continue only for a period of five years from the time such cutting was commenced and that all trees left standing on the said land at the expiration of said five years, should revert to and become vested in the said parties of the first part, their heirs or assigns.

It was further covenanted and agreed between the parties to the said last mentioned conveyance that ten years should be the time limit for cutting and removing the said timber but that whatever additional time might be needed by the said Surry Lumber Company within which to cut and remove the said timber, might be had upon the payment of 6% interest annually on the said purchase price until the timber should have been actually cut and removed; all of which will more fully appear from certified copies of said two deeds of conveyance, hereto attached, marked respectively "Exhibits A and B", and prayed to be taken and read as parts of this Bill.

About July 1908, the said Surry Lumber Company proceeded to cut and remove all the merchantable timber conveyed by the aforesaid deeds then standing on the said tract of land, and to remove the same over a lumber railway which it had constructed across the said land to its manufacturing plants. The said Surry Lumber Company, however, although it has long since cut and removed all the standing timber to which it is entitled under either or both of the above mentioned conveyances, has not removed its lumber railways which it constructed across the said land, but continues to use and operate the same to the manifest damage of your complainants.

Your complainants would show unto your Honor that the lumber railways of the Surry Lumber Company across their lands constitute a nuisance, and are sources of daily danger to your complainants in the lawful use and occupation of their premises. The said lumber railways were constructed across five of the very best cultivated fields of the said plantation, and render them practically unfit for cultivation and very greatly diminish the ^{value of} entire tract of land to your complainants.

Your complainants specifically charge that it was not the intention of the said W. H. Urquhart in his deed of conveyance to the said Company to grant a right of way across the said tract of land, after the timber had been cut and removed, and that it was not their intention to grant and convey such a right of way in the deed of conveyance executed by them to the said Company as aforesaid. In plain violation, however, of their rights and over their protest and against their repeated wishes, the said Company is daily making use of their property for its own purposes, without compensation of any character to your complainants, and without obtaining any right, license or permission from them to make such use of their premises as has been alleged.

Your complainants further show unto your Honor that the said two timber deeds hereinbefore described, constitute a cloud upon their title to the said land, rendering the sale or lease

thereof very difficult and very greatly diminish the value of the ~~said~~⁴, and your complainants are now entitled to the aid of a Court of Equity in removing the cloud from their title, created by the recordation of the said two timber deeds.

IN TENDER CONSIDERATION WHEREOF, and forasmuch as your complainants are without remedy save in a Court of Equity, where alone such matters are cognizable and relievable, they pray that the Surry Lumber Company, a corporation, may be made a party defendant to this Bill, and be required to answer the same, but answer under oath is hereby expressly waived; that proper process may issue; that by an order of this Honorable Court the cloud upon the title of your complainants' to the said tract of land by reason of the recordation in Southampton County, Virginia, of the said two timber deeds may be removed; that upon the hearing and determination of this cause an injunction may be awarded your complainants, restraining the said Surry Lumber Company from running its trains, cars, locomotives, trucks, etc., over and across your complainants' land, and from further making use ~~and that an order may be entered compelling them to~~ remove their tracks of the same in any manner whatsoever; that an account may be taken of the damages done to the premises of your complainants' by reason of the unlawful use and occupation of their premises; that all proper orders may be entered, inquiries directed and accounts taken, and that your complainants may have all such other, further and general relief as the nature of their case may require, or to Equity shall seem meet.

And they will ever pray, etc.,

H. Stuart Lewis
Marion Smith
 for complainants

*said complainants
 of the land of the
 Surry Lumber Company*

This Deed made and entered into this Thirteenth (13) day of December A D 1902, between M. L. Urquhart, M. R. A. Urquhart, Annie B. Urquhart and Lucy W. Urquhart, by and with consent of G. W. Truitt beneficiary under a certain D of T on the lands hereinafter named evidenced by his signature hereto, of ^{the} ~~this~~ 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: WITNESSETHY That the said parties of the first part, for and in consideration of the sum of \$ ~~1~~800.⁰⁰ Eight Hunderd Dollars to them in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain and sell, with general warranty, unto the said Surry Lumber Company their successors or assigns, all 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 a part of the W. H. Urquhart tract, it being the same on which the ^{said} ~~A~~ parties of the first part now reside, and which was devised by will of said W. H. Urquhart, to said parties of the first part, containing 475 acres more or less, and adjoining the lands of W. N. Sebrell and others, ^Q together with the right or license, to the said party of the second part, its successors and assigns, at their pleasure, to enter upon said land, to cut the said trees, and a right of way across the said tract of land above described, for the purpose of removing the timber cut from said tract of land and the ~~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 opperating a Rail Way, Provided However;, that the said party of the second part, its, successors or assigns, shall not cut any trees less than 10 inches in diameter at the stump, at the time of cutting said timber, except for right of way, or other necessary purposes, and provided further, that when the said Surry Lumber Company, or its assigns shall commence to manufacture the said trees into

wood or lumber, the license to cut ~~herunder~~ 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 part¹ their heirs or assigns,. But it is agreed by and between the parties hereto that (10) ten years shall be the ^{time} limit for cutting and removing said timber, but, whatever additional time may be needed by said Surry Lumber Company can be had by paying 6% interest annually on the purchase price aforesaid untill the actual cutting and removing of the timber aforesaid. And the said parties of the first part, also hereby covenant, that they have a full and lawfull right to convey the said property, that they have done no act to encumber the same, and that the grantee shall have quiet possession of the same free from all incumbrances, and that they the said parties of the first part will execute such further assurance of the same as may be requisite. Witness the hands and seals of the parties hereto, this 13th day of December 1902.

M. L. Urquhart, (seal)

M. R. A. Urquhart, (seal)

Lucy W. Urquhart, (seal)

Annie B. Urquhart, (seal)

G. W. Truitt, (seal)

State of Virginia,

County of Southampton, to wit:

I, Wm Shands a Commissioner in Chancery for the Circuit Court in and for the County aforesaid in the State of Virginia, do hereby certify that M. A. Urquhart, & M. R. A. Urquhart and G. W. Truitt, whose names signed to the foregoing writing, bearing date on the 13th day of December 1902, have each of them acknowledged the same before me in my County aforesaid

Given under my hand this 6th day of January 1903.

Wm, Shands,

Commissioner in Chancery,

State of Virginia:

Surry County, to wit:

I, W. C. Gladden a Notary Republic, for the County aforesaid in the State of Virginia, do hereby certify that Lucy W. Urquhart, whose name is signed to the foregoing writing, bearing date on the 13th day of December 1902, has acknowledged the same before me in my County aforesaid. Given under my hand this 18th day of December 1902, . I, also hereby certify that my Commission as a Notary Republic for the County of Surry in the State of Virginia, expires on the 19th day of March 1903.

W. C. Gladden

Notary Republic.

State of Mississippi,

Harrison County,

I, L. H. Champlin, a Notary Republic in and for the town of Pass, Christian in said County and State, do hereby certify that Annie B. Urquhart, whose name is signed to the foregoing writing bearing date on the 13th day of December 1902, acknowledged the same before me in my County aforesaid. Given under my hand and seal of Office ^{on} this the 2nd day of January ^{AD} 1903, at Pass Christian Miss, I, also hereby certify that my commission as a Notary Public for the town of Pass Christian in said County and State will expire on June 1904.

L. H. Champlin,

Notary Public,

Virginia: In the Clerks Office of Southampton County Court, Jan 14th 1903, This deed was presented and with certificates annexed, admitted to record,

Teste: B. F. Mc Limore, C. C.

A Copy: Just:

By

C.C.

D.C

L. H. Champlin
Notary Public

This indenture, made and entered into this 25th day of April A.D. 1888, between W. H. Urquhart of the County of Southampton in the State of Virginia of the first part and the Surry Lumber Company of the second part, Witnesseth: That the said W. H. Urquhart for and in consideration of \$ \$ 600. to the parties of the first part in hand paid the receipt whereof is hereby acknowledged, and in the further consideration of the covenants and agreements, hereinafter mentioned and which the said Surry Lumber Company are to observe and perform doth hereby grant, bargain and sell with general warranty unto the said Surry Lumber Company their successors and assigns, all the timber on the lands of grantor, lying in Southampton County, and bounded and described as follows to wit: On the North by the land of H. M. Butts and Juba Jones, estate On the West by the land of W. N. Sebrell, On the South by the land of W. N. Sebrell, on the East by T. E. Sebrell.

The whole tract comprising 769 acres, more or less, and being the same tract on which grantor now resides, but it is expressly understood and mutually covenanted and agreed that the timber on the piece of land bounded by the plank road, T. E. Sebrell, line, the Avenue leading to the dwelling house from the plank road and the ice Pond branch, not however ^{including} ~~included in this~~ the lumber in the branch, said land containing ten (10) acres, more or less is reserved by the grantor and is not included in this conveyance, together with a right of way across the said tract of land above described, for the purpose of removing the said timber cut from the said tracts of land and the timber cut from any other tract of land by the said parties of the second part, and also for the purpose of running and operating a railway, and the said Surry Lumber Company in consideration of the premises and the bargain and sale of the said timber made to them as aforesaid, do covenant and agree with the said W. H. Urquhart, by these presents that they the said Surry Lumber Company, shall and will on or before the 1st day of May 1889, pay to the said W. H. Urquhart the sum of \$ 1400.00, fourteen hundred dollars, making total of \$ 2000.00, Two Thousand Dollars as purchase price in

in full for said timber. Unless the said timber be cut by the said Surry Lumber Company within less than One Year, in which event the said Surry Lumber Company is to pay the said sum of \$ 1400.00 Fourteen Hundred dollars^{to} above mentioned, before any of the timber is cut. And it is further covenanted and agreed by and between the parties hereto that the said Surry Lumber Company shall have five years in which to cut and remove said timber from the time they commence to manufacture said timber into wood or lumber, but that they shall not be limited as to the time in which they shall commence ~~and~~ cut and remove the same. Witness the hands and seals of the parties, this 25th day of April 1888.

Surry Lumber Company
of
Incorporated Febry
4, 1888

W. H. Urquhart (seal)
Richard T. Waters, President
Surry Lumber Company. (seal)

I hereby certify that the erasures from the seventh to the tenth line inclusive, the erasures of the words timbered and of the word "S" in the word lands on the fourteenth line, the erasure of the 33rd line of the 34th line to the words unless, the erasures commencing at the wording ^{'in'} on the 36th line and ending at the word "and", on the 38th line and the intersection dollars making a total of \$ 2000.00, two thousand dollars as purchase price in full for said timber above the 33rd line, and the interlineation ~~the~~ ^{the} said sum of \$ 1400.00 fourteen hundred dollars above mentioned before any of the timber is cut, above the 36th & 37th lines, respectively were made before the signing of this deed.

R. A. Bristow, N. P.

State of Virginia.

County of Southampton, SS.

R. A. Bristow a Notary Public in and for the State and County aforesaid, do certify that W. H. Urquhart whose name is signed to the foregoing writing bearing date on the 25th day of April 1888, has acknowledged the same before me in my County aforesaid.

Given under my hand this 11th June 1888.

R. A. Bristow, N. P.

State of Maryland

City of Baltimore, SS.

I, Thos Kell Bradford a Notary Public for the State of Maryland City of Baltimore, do certify that Richard T. Waters whose name is signed to the writing above bearing date on the 25th day of April 1888, has acknowledged the same before me in my City aforesaid, do hereby certify that the said Richard T. Waters, President of the Surry Lumber Company of the State of Virginia, has this day acknowledged before me in my City aforesaid, that the seal attached to the said writing is the corporate seal of the said corporation and that the said writing is the act and deed of the said corporation.

Given under my hand and ^{Notarial} ~~Notarial~~ seal the 6th day June 1888.

Thos. Kell Bradford,

Notary Public,

*Thos Kell
Bradford
Notary Public
Baltimore*

Southampton County:

In the Clerk's Office, July 16, 1888.

The foregoing deed from W.H.Urquhart to Surry Lumber Company was this day received, and with the certificate annexed, admitted to record,

Teste: B. F. Mc Lemoire C. C.

A Copy,

Teste: *B. F. Mc Lemoire* Clk

By *B. F. Mc Lemoire* D.C.

VIRGINIA: IN THE CIRCUIT
COURT OF SOUTHAMPTON CO.

URQUHART AND OTHERS

VS.

SURRY LUMBER COMPANY.

Demurrer.

1911- May 15" Filed
✓ H. B. M.

JOHN N. SEBRELL, JR.
Attorney and Counsellor at Law
NORFOLK, VIRGINIA
525-527 SEABOARD BANK BUILDING

To R. B. Davis, of Counsel for Surry Lumber Company, a Corporation.

You are hereby notified of the intention of the undersigned to apply on the 31st day of May, 1912, to the Clerk of the Circuit Court of the County of Southampton, Virginia, for a transcript of the record, wherein a decree sustaining a demurrer to plaintiffs bill was rendered by said Court on the 19th day of June, 1911, in a suit in which Urquhart et als. were complainants, and Surry Lumber Company was defendant, in order to present the same, to the Supreme Court, of Appeals of Virginia, or to one of the Judges of said Court, or so much of said record, as will enable the Court, or a Judge thereof in vacation, to decide upon the question of granting an appeal and will enable the said Supreme Court of Appeals of Virginia, if said appeal is granted, to decide properly the questions that may arise before it.

Misses Lou Urquhart, Pattie Urquhart,
Annie B. Urquhart, and Lucy Urquhart.

By Robert Davis of this Counsel

*I acknowledge legal service of
the above notice Surry Lumber Company
May 29th 1912 by R. B. Davis atty*

To Jno. N. Sebrell, of Counsel for Surry Lumber Company, a Corporation.

You are hereby notified of the intention of the undersigned to apply on the 31st day of May, 1912, to the Clerk of the Circuit Court of the County of Southampton, Virginia, for a transcript of the record, wherein a decree sustaining a demurrer to plaintiffs bill was rendered by said Court on the 19th day of June, 1911, in a suit in which Urquhart et als. were complainants, and Surry Lumber Company was defendant, in order to present the same, to the Supreme Court of Appeals of Virginia, or to one of the Judges of said Court, or so much of said record, as will enable the Court, or a Judge thereof in vacation, to decide upon the question of granting an appeal and will enable the said Supreme Court of Appeals of Virginia, if said appeal is granted, to decide properly the questions that may arise before it.

Misses Lou Urquhart, Pattie Urquhart,
Annie B. Urquhart and Lucy Urquhart.

By Walter Lewis of their Counsel

Service of above notice is hereby accepted

*John C. Bruce Jr.
Attorney for Surry Lumber Co.*

VIRGINIA: IN THE CIRCUIT
COURT OF SOUTHAMPTON CO.

URQUHART AND OTHERS

VS.

SURRY LUMBER COMPANY.

Demurrer.

1911- May 15" Filed
✓ H. B. W.

JOHN N. SEBRELL, JR.
Attorney and Counsellor at Law
NORFOLK, VIRGINIA
525-527 SEABOARD BANK BUILDING

VIRGINIA:

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY.

URQUHART AND OTHERS,

VS.

SURRY LUMBER COMPANY.

And the said defendant by its attorney comes and says that the said bill is not sufficient in law and assigns the following grounds of demurrer:

1. That upon a proper construction of the several contracts and deeds referred to and made a part of the bill, the said defendant is entitled to use and operate the railroad therein referred to for all of the purposes set out in the said contracts, one of which is to remove the timber from other lands in addition to the tracts over which the said railroad is constructed, and another is for constructing and operating a railroad.

2. That all of the several acts alleged to have been done by the said defendant and which are complained of are acts which the said defendant is authorized to do under the terms of the contracts set out in the complainants' bill and exhibits filed therewith.

3. Because the bill of complainants upon its face fails to allege facts which would authorize equity jurisdiction.

Surry Lumber Company
By J. W. G. G. G. G.
p. d.

M. L. Hrynchak et al

vs Dee

Sunny Lumber Company

Enter, May 15, 1911.

James L. W. Somers

ENTERED - C.O.B.

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VIRGINIA: IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY:

*
* M. L. Urquhart et als. *
*
* vs. *
*
* Surry Lumber Company, *
*

DECREE:

This day this cause came on to be heard upon the bill
of complainant, process returned duly executed upon the defendant,
Surry Lumber Company, and the demurrer of the said Surry Lumber
Company to the said bill of complainant, and was argued by counsel:

On consideration whereof, and by consent of parties
given in open Court, leave is hereby granted the complainants to
file their amended and supplemental bill, which is accordingly
filed.

VIRGINIA: IN THE CIRCUIT
COURT OF SOUTHAMPTON CO.

URQUHART AND OTHERS

VS.

SURRY LUMBER COMPANY.

DECRET.

Enter this
MS
June 19, 1911.

JOHN N. SEBRELL, JR.
Attorney and Counsellor at Law
NORFOLK, VIRGINIA
525-527 SEABOARD BANK BUILDING

VIRGINIA:

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY.

URQUHART AND OTHERS

VS.

SURRY LUMBER COMPANY.

This cause came on this day to be further heard on the original and amended and supplemental bills of the plaintiffs and exhibits filed therewith, and upon the demurrer of the defendant in writing to said original bill heretofore filed and to the amended and supplemental bill this day filed in writing by leave of court, and was argued by counsel.

Upon consideration whereof, the court doth sustain the demurrer of the said defendant, to the original and amended and supplemental bills, and doth adjudge, order and decree that the bills of plaintiffs, both original and amended and supplemental, be dismissed and that the defendant recover of the plaintiffs its costs in this behalf expended.

Urgenhast et als
nr. } Spewincher
Sunny Sunderland Co. a
Corporation

1911. 1st June Rules

Executed in Fairbanks for
this 17th day of June
1911 by delivering
a true copy of the
with just confirmations
to Philip Rodgers
Ag't. for the Sunny
Sunderland Co. ~~company~~
a Corporation in
person.

David Turner Sheriff
By J. A. McManis, S.

The Commonwealth of Virginia.

To The Sheriff Of Southampton County—Greeting:

WE COMMAND THAT YOU SUMMON

*Larry Lumber Co. a
Corporation*

*Larry Lumber Co. a
Corporation*

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 *June 1911* to answer

amended
a Bill in Chancery exhibited against *It*

in our said Court by *Mrs*

*Laurie Urquhart, Martha Rebecca Urquhart,
Urquhart Annie Blunt Urquhart and
Lily Williamson Urquhart*

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

Witness, H. B. McLEMORE, Clerk of our said Court, at the Courthouse, this

12 day of *May* 1911, in the *13^d* year of the Commonwealth.

Teste: *H. B. McLemore* C. C.

Urquhart et als,

vs: | Spa in Chey.

Surry Lumber Company,

~~a corporation.~~

1911- And April Rules,

Especially in the
town this 7th day of
Apr. 1910 by deliver-
ing a true copy of
the within

Philip Rodgers for the
Surry Lumber Co. nor his
agent, Cashier, nor his
agent, Philip Rodgers, who
has a power of attor-
ney of Apr. 1911, to the within
in Hammar was executed
on the 7th day Apr. 1911
with in the County of
Routenhamster by delivering
a true copy of the same
in writing with J. V. Boyd,
who is the bookkeeper for
the said Philip Rodgers or
Surry Lumber Co.
J. V. Boyd
By J. V. Boyd

The Commonwealth of Virginia.

To The Sheriff Of Southampton County Greeting:

WE COMMAND THAT YOU SUMMON Surrey Lumber Company, a corporation,

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 April 1911 to answer a Bill in Chancery exhibited against It in our said Court by Maria Louisa Urquhart, Martha Rebecca Antionette Urquhart, Annie Blunt Urquhart and Lucy Williamson Urquhart,

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

Witness, H. B. McLEMORE, Clerk of our said Court, at the Courthouse, this

7th day of April 1911, in the 135 year of the Commonwealth.

Teste: H. B. McInnere C. C.

M.L. Urganahare et al
vs. - Amended & Supplemental
Bill
Hurry Lumber Company

1911 May 15. paid
W B m

Stuart Lewis
Marvin Smith
p. 9.

VIRGINIA: IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY:

* constructing and operating a railroad are so vague, indefinite

* M. L. Urquhart et als.*

* and uncertain in their terms, both as to the location of the said

* vs.*

* right of way and the length of time for which the same should

* Surry Lumber Company,*

* continue, that they are not entitled to such a construction as

that contended for by the said Surry Lumber Company, but are entitled

to the same.

TO THE HONORABLE JAMES L. McLEMORE, JUDGE OF THE SAID COURT:

Humbly complaining, sheweth unto your Honor, Maria Louisa Urquhart, Martha Rebecca Antionette Urquhart, Annie Blunt Urquhart and Lucy Williamson Urquhart, that at the Second April Rules, 1911, your complainants filed their bill of complaint against the Surry Lumber Company, a corporation, praying among other things that the cloud upon the title of your complainants' tract of land mentioned and described in the said bill caused by the recordation in Southampton County, Virginia, of two timber deeds therein mentioned be removed, that upon the hearing and determination of the cause an injunction might be awarded your complainants restraining the said Surry Lumber Company from running its trains, cars, tracks etc., over and across your complainants' land, and from further making any use whatsoever of the same, and that an account ^{might} ~~may~~ be taken of the damage done to the land of your complainants by reason of the alleged unlawful use and occupation of the same by the said Surry Lumber Company:

Your complainants ^{here} ~~are~~ refer to the said original bill of complaint so filed by them, and make the same a part of this amended and supplemental bill, as fully as if the same ^{were} ~~was~~ set out in detail here:

And now by way of amendment your complainants would respectfully show unto your Honor that the clauses in the two timber deeds filed as Exhibits with the said original bill under and by virtue of which the said Surry Lumber Company claims the

right to use and occupy your complainants land for the purpose of constructing and operating a railroad are so vague, indefinite and uncertain in their terms, both as to the location of the said right of way and the length of time for which the same should continue, that they are not susceptible of such a construction as that contended for by the said Surry Lumber Company; *but are absolutely void and of no effect whatsoever.*

Your complainants would further show unto your Honor, that *if* the said clauses in the said timber deeds should be construed as giving to the said Surry Lumber Company a right of way *after the timber thereon had been cut and removed,* across your complainants tract of land, then the said Surry Lumber Company could, at its pleasure, run as many railways as it might desire over and across the same, and continue the use thereof for an indefinite time in the future to the manifest detriment and rights of your complainants. *timber deeds the said Surry Lumber*

Company Your complainants believe and therefore charge that it is the intention of the said Surry Lumber Company to make use of their premises for an indefinite time in the future, hauling the timber out from various tracts of land in Southampton County over and across your complainants' land, thereby subjecting your complainants' land to an additional servitude not in contemplation *of* either or any of the parties at the *time of the execution* exercise of the *said timber deeds* same.

adequate remedy Your complainants further allege that the clauses in the said timber deeds with reference to the running of lumber railways etc., were inserted in said deeds only as incidental rights to the cutting and removing of the timber on the said tract of land, and should ~~not~~ such construction of the said clauses prevail as contended for by the said Surry Lumber Company, these incidental rights would prove *and have already proved* so burdensome to the land of your complainants as to very greatly *to* diminish if not indeed to destroy the value of the entire tract of land. *the same were set out in detail in the*

proceedings Your complainants specifically charge that it was not their intention in executing the timber deed filed as Exhibit A

with the said bill, nor was it the intention of their uncle, W. H. Urquhart in executing the timber deed filed as Exhibit B. with the said bill, to grant and convey to the said Surry Lumber Company a perpetual right of way across the said tract of land but only a right of way to be used for removing the timber standing thereon. *their case may require, or to equity shall seem meet.*

~~In tender consideration whereof, and for as much as your complainants are without remedy save in a court of equity where such matters are alone and properly con~~

Your complainants further charge that no consideration whatever was paid to them for the exercise by the said Surry Lumber Company of the burdensome incidental rights and privileges hereinbefore mentioned; that according to the true construction of the said clauses in the said timber deeds the said Surry Lumber Company had the right only to construct lumber railways for the purpose of removing the timber standing upon the land of your complainants, or in any event to continue to exercise these rights and privileges for only a reasonable time after the said timber had been so cut and removed, which said reasonable time your complainants charge has long since expired.

Your complainants further allege that they have no adequate remedy ^{at} ~~of~~ law for the grievances herein complained of, and that in order to avoid a multiplicity of suits and for the reason that a court of equity has jurisdiction in the premises, it is necessary for them to ^{resort} ~~result~~ to that tribunal to obtain redress for the acts of oppression hereinbefore alleged.

In tender consideration whereof, and for as much as your complainants are without remedy save in a court of equity where alone such matters are properly cognizable and relievable, they here repeat as fully as if the same were set out in detail all the prayers for relief contained in the said original bill, and pray

that the said Surry Lumber Company, a corporation, may be made a party defendant to this amended and supplemental bill, and required to answer the same, but answer under oath is hereby expressly waived; that proper process may issue, and that all such other, further and general relief may be awarded your complainants as the nature of their case may require, or to equity shall seem meet.

And they will ever pray etc.

H. Stuart Lewis
Marvin Smuthey
for complainants