1912 - 16 Southampton County Chancery Summerell, Sally S Vs Summerell, Harry

Partition if possible,
if not, sell, and proceeds
divided among parties
interested.

Summerell.

— D-3 Bill in Chancery.

Summerell

1904 Filed March 14th

C. C.

Oct Term
1912

JOHN C. PARKER. E. FRANK STORY.

Parker & Story
Attorneys and Counselors at Law
Franklin and Courtland, Virginia

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

Humbly complaining, your complainant, Sally S. Summerell, showeth unto the Court the following cause of complaint:

That she is jointly seised and possessed, together with her brother Harry Summerell, of a certain tract or parcel of land, consisting of four hundred and twenty-five acres, lying situate and being in Berlin and Ivor Magesterial Districts, about four miles from the village of Ivor at Broadwater Bridge, and known as the Dr. William H. Summerell's tract.

Your complainant further states that the said tract or parcel of land is not, as she verily believes, susceptible of partition in kind between her and her said brother, but if it is, your complainant desires the same to be thus divided, and your complainant's part allotted to her, but if this cannot be properly and conveniently done, then your complainant desires the said land sold and the proceeds divided among the parties interested according to their respective rights.

Your complainant further showeth unto the Court that her said brother, Harry Summerell, is a person of unsound mind.

In tender consideration whereof and inasmuch as your complainant is without remedy save in a court of equity, where such matters are alone and properly cognizable, she prays that the said Harry Summerell may be made a party defendant to this bill; that a proper guardian ad litem be appointed to defend his interest in this suit, and that he be required to answer this bill, not under oath, however, same being waived; that proper process issue; that partition

in kind be made of the said land, if same can be properly and conveniently done, and your complainant's part allotted to her, but if same cannot be conveniently done, that there may be a sale of the said property and the proceeds thereof be divided among the parties entitled thereto; that all proper orders and decrees may be made, and proper inquiries be directed, and that all such other, further, general and special relief may be afforded your complainant as the nature of her case may require or to equity shall seem meet.

Notice is hereby given that the Court will be requested to allow plaintiff's counsel reasonable attorney's fees out of any funds coming under its control.

And your complainant would ever pray, etc.

[signature], p. q.

Summerell
vs.
Summerell.

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

The undersigned, your Commissioners, appointed by a decree in the above styled cause, entered on the 13th day of April 1904, ~~October, 1903~~, to receive from T. A. Saunders & Company the sum of Five Thousand ($5,000.00) Dollars, and ~~have~~ executed to them a deed, with special warranty of title, for the timber in the bill and proceedings in this cause mentioned and described, together with certain privileges therein set forth, would respectfully report, that, in obedience to said decree, they have received the said sum of Five Thousand ($5,000.00) Dollars from the said T. A. Saunders & Company; have executed a deed, with special warranty of title, as directed by said decree; and that they now hold the said funds subject to the order of the Court.

Your Commissioners would further report that Miss Sally S. Summerell, one of the interested parties to this cause, has offered to pay for the land in the bill and proceedings mentioned, the sum of Five ~~Three~~ Thousand ($5,000.00) Dollars, subject to the rights and privileges of the said T. A. Saunders & Company, as set forth and described in the said deed: And your Commissioners wouldn respectfully recommend that the Court rescind so much of its decree entered on the 13th day of April, 1904, as directs your said Commissioners to sell the said land at public auction and accept the offer of the said Sally S. Summerell to pay Five ~~Three~~ Thousand ($5,000.00) Dollars, as aforesaid, believing that this as a fair and good offer, and in all probability more than the said property would bring

at public auction.

Respectfully submitted,

SPECIAL COMMISSIONERS.

Summerell
vs. Staf Rules
Summerell.

Sallie S. Summerell, Plaintiff,

V S.

Harry Summerell, an insane
person, by W. J. Sebrell, his
Guardian ad-litem, Defendant.

1904., March 5th, process issued, to 1st March rules.

1904., 1st March rules: legal service of process acknowledged by W. J. Sebrell, ~~his~~ Guardian ad-litem to insane defendant.

:Decree Nisi:

1904- 2nd, March rules, answer of Guardian ad-litem filed and cause set for hearing.

Summerell,

vs. { Commissioners Report

Summerell -

Mch 25th, 1904 Filed -

B A McLucas C.C.

OFFICE OF JOS. B. PRINCE, JR.,

Commissioner in Chancery for the Circuit Court of Southampton County, Virginia.

Courtland, Va., March 28th, 1904. 189

To

Sally S.Summerell, Plaintiff,

and

Harry Summerell, and W.J.Sebrell, guardian ad litem for Harry Summerell, Defendants.

You are hereby notified that I have fixed upon the 28th day of March, 1904, 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 the real estate mntioned in the said bill can be conveniently divided in kind among the parties entitled thereto.

2nd:- If the same can not be thus divided, whether either of the parties interested will take the entire property and pay to the other such amounts as their interest may entitle them to.

3rd:-If the same can not be conveniently divided in kind, and if no party will take the entire property and pay to the other such sums as his or her interest may entitled them to, whether the interest of the parties would be promoted by a sale of the entire property, or an allotment of part and sale of the resi-due.

4th:-The annual and fee simple value of thesaid land and whether there are any liens thereon for delinquent taxes or otherwise.

5th:-The interest of the parties in the said land.

With any matter specially stated deemed pertinent by the commissioner or required to be stated by any interested party.

required to be taken by a decree of Southampton Circuit Court, rendered on the 21st day of March, 1904, 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.

Joseph B Prince, Commissioner.

To the Sheriff of Southampton County to execute.

I acknowledge legal service of this notice.
W. Tebbetts, guardian ad litem.

Sallie J. Bennett
By Parker and Perry, her Attys.

Sally S.Summerell

vs.

Harry Summerell, an
Insane Person.

This day this cause came on to be heard on the bill of the complainant, the answer of W.J.Sebrell, guardian ad litem for the inasane defendant, Harry Summerell,dulyg assigned at rules according to law, this day filed by leave of court, with general replication thereto, and was argued by counsel.

On consideration whereof the court doth adjudge, order and decree that it be refferred to one of the commissioners of this court to ascertain and report:

First:-Whether the real estate mentioned in the said bill can be conveniently divided in kind among the parties, entitled thereto.

Second:-If the same can not be thus divided, whether either of the parties interested will take the entire property and pay to the others such amount as their interest may entitle them to.

Third:-If the same can not be conveniently divided in kind, and if no party will take the entire property, and pay to the other party such sum as his or her interest therein may entitle them to, whether the interest of the parties will be promoted by a sale of the entire property, or an allotment of part and sale of the residue.

Fourth:-The annual and fee simple value of the said land, and whether there are any liens thereon for delinquent taxes or otherwise.

The said Commissioner will take and report to the court, together with such other matters deemed pertinent by himself, or required to be stated by any interested party.

(Over)

Commissioner's Office.

Courtland, Va. March 28th,1904.

To the Circuit Court of Southampton County, Va.:

Pursuant to a decree of the Circuit Court of Southampton County, entered on the 21st day of March,1904, in the chancery suit therein depending styled Summerell vs. Summerell, the undersigned a commissioner of the said Court, to whom was referred for settlement the accounts of the said decree, begs to report that on the 25th of March.1904, he issued notices against the parties to the said suit, requiring them to attend the settlement of the accounts of the said decree, at his office in the town of Courtland, Va., on the 28th day of March,1904, which notices were returned to the commissioner duly acknowledged by the representatives of the parties in interest. Your commissioner also took the depositions of several competent witnesses to assist him in making this report, which depositions are filed herewith as a part of this report.

In accordance to the notices abovementioned, the commissioner, on the day above named, proceeded to take the accounts called for by the said decree, and begs to report as follows:-

1st:-That the real estate mentioned in the bill of the complainant can not be conveniently divided in kind among the parties thereto entitled.

2nd:- Neither party to the said suit is willing to take the entire property and pay to the other such sum of money as his or her interest might entitle them to.

3rd:-The interests of the parties would be promoted by a sale of the entire property.

4th:-The annual value of the land is about $150.00, and the fee simple value about $6000.00, It is the opinion of the commissioner that the annual value is less than it should be on real property of this value, but because a great

deal of the land is in timbered lands, and this timbered land is valuable on account of the standing timber, and of course, adds nothing to the rental value of the land.

There are no delinquent taxes against the said land, nor are there any liens of any kind binding said land.

5th:-Sally S.Summerell and Harry Summerell own an undivided one half interest each in the said tract of land in fee simple.

The commissioner deeming it pertinent, would state that he thinks a sale of the standing timber separate from the land would be to the best interest of the parties.

Respectfully submitted,

Joseph B Pence

Commissioner in Chancery.

Commissioner's fee $15.00

The evidence of J. C. Davis and others taken before me, Joseph B. Prince commissioner in chancery for the Circhit Court of Southampton County, Virginia, to assist the said commissioner in making a report in the chancery suit of Summerell, Sally S., vs. Summerell, Harry. Said deposition being taken according to the notice hereto annexed at the time and place of takingthe account called for by a decree entered in the said cause on the 21st day of March, 1904, in the Circuit Court of Southampton County, Virginia.

Present: E. Frank Story, attorney for the plaintiff,
W. J. Sebrell, guardian ad litem.

Witness J. C. Davis, being duly sworn, deposes as follows:

Q. Please state your name, residence, ocupation and do you know the parties to this suit?

A. J. C. Davis, 57 years of age, reside in Southampton County, Virginia, farmer and know the plaintiff.

Q. Are you familiar with the farm in Southampton County, known as the Dr. Summerell place on the Black Water River?

A. I am. I have made careful examination of the timber on the tract of land, and I am very familiar with the premises.

Q. This is a suit brought for partition of this property between Miss Sallie Summerell and Harry Summerell, her brother. Please state if in your opinion this property can be cut up and divided between them in kind without injuring the value thereof?

A. I dont think it could be divided between them in kind witout injuring the value of the farm.

Q. Please state your reasons for this opinion.

A. Owing to the peculiar situation of the property, if you would undertake to divide it between these two parties, it would necessitate giving one practically all of the open land and the other all of the woods land, besides there is only one dwelling house and one set of our-buildings on this property;

and this would also interfere with a division in kind.

Q. In the event of sale of this property, do you think it would be to the advantage of the interested parties to have a sale of the timber and land separately?

A. I think it would be to their interest to sell the timber and land separately.

Q. Do you know whether either of the parties will take the entire property and pay to the other such sum of money as his or her interest therein may entitle them to.

A. I dont know.

Q. If this cannot be done, do you think it would be to the interest of the parties to sell this property and divide the proceeds of thesale?

A. In my opinion, it would be to their interest for this to be done.

Q. What do you think is the fee-simple value of this property?

A. In my opinion, this property would sell for about $5,500.00.

Q. What, in your opinion, would this property rent for?

A. I dont think it would rent for over $150.00.

Q. Please state the real value of the timber and land separately?

A. I went over the timber and made a careful examination of same,and in my opinion, a fair market value for same would be about $4,000.00; and hence, I think the farm worth something like from $1500.00 to $1,800.00 without the timber.

And further this deponent saith not.

Signature waived.

Witness, F. P. Pulley, being duly sworn, deposes as follows:

Q. Please state your name, age, residence, occupation and do you know the parties to this suit.

A. F. P. Pulley, 51 years old, reside in Southampton County, farmer and know the parties to this suit.

Q. Are you familiar with the property known as the Dr. Summerell farm situated in Berlin and Ivor districts on the Blackwater River?

A. I am familiar with the property. In fact, it is located in my neighborhood.

Q. What do you think is the fee-simple value of this farm?

A. I estimate this property to be worth about $5,500.00,and not to exceed $6,000.

Q. What do you think it would rent for per annum?

A. Not to exceed $150.00.

Q. This is a suit brought for partition of this property, and I am informed that there is some timber on it. In the event the Court should order a sale, do you think it would be to the interest of the parties to sell the land and timber separately?

A. Yes, I think it would be to their interest.

Q. Do you think this property could be divided between these two parties in kind without injuring its value?

A. No, I dont think it could be thus divided without in a measure injuring its value.

Q. Please state your reasons for this opinion.

A. This farm is triangular in shape, and to undertake to divide it in kind would be to give each one a very narrow strip of cleared land, and besides, as stated by former witness, there is only one dwelling-house and one set of out-houses, and this would also interfere with a division in kind.

Q. Please state what you think would be a fair value of timber on this land?

A. In my opinion, a fair value of the timber on this land would be about $3,500.00.

Q. What do you think is the value of the land without the timber?

A. I am of the opion that the land would sell for about $2,000.00.

And further this deponent saith not.

Signature waived.

Witness T. A. Saunders, being duly sworn, deposes as follows:

Q. What id your name, residence, age, occupation and do you know the parties to this suit?

A. T. A. Saunders, reside in Southampton County, 44 years old and in the lumber business, dont know the parties to this suit.

Q. What would you be willing to give for all of the timber on the premises in question except the shade trees about the yard and lawn and the cedars on the entire farm measuring ten inches in diameter and upwards across the stump at time of cutting, twelve inches above the ground, with the privilege of twelve years in which to cut and remove same from the premises; with the privilege of locating such mills, houses, tram-ways and roads; with the privilege of removing same at will, provided they shall not remain on the premises longer than one year after you cease to operate thereon?

A. I am willing to give $5,000.00 cash.

And further this deponent saith not.

Signature waived.

Mileage F. B. Pulley 18.

Mileage J. C. Davis 20.

Mileage T. A. Saunders 18.

Virginia:
Southampton County, towit:-

I, Joseph B.Princess, a commissioner in chancery of the Circuit Court of Southampton County, Va. do hereby certify that the foregoing depositions of J.C.Davis, F.P.Pulley and T.A.Saunders were duly taken,sworn to, and that the signatures were waved, before me, at the time and place, and for the purpose in the caption heretofore mentioned.

Given under my hand this 28th day of March,1904.

Joseph B Princess

Commissioner in Chancery.

****
*
* Harry Summerell:
*
* vs.
*
* Sallie S. Summerell.
*
****

The answer of W. J. Scofield, guardian

in this behalf, severed.

QUESTION TO BE TRIED.

Summerell,
Harry
vs.
Sallie S.
Summerell.

Petition for
Injunction.

Filed in my office this 3rd day of
September 1892.
W. J. Scofield
Clerk.

By
Deputy.

The defendant, Sallie S. Summerell, by
her guardian ad litem answers and says that he
denies each and every part of the allegations contained in
the bill of complaint, but says that all the allegations
of the said bill are true.

And now having fully answered the said bill
of complaint praying to be hence dismissed with his reasonable costs

#1

Sallie S. Summerell,
vs.
Harry Summerell:

The answer of W. J. Sebrell, guardian ad litem to the insane person, Harry Summerell, to a bill in equity exhibited against against him in the Circuit Court of Southampton County, Virginia, by Sallie S. Summerell.

The guardian ad litem answers and says that he knows nothing of the truth or falsity of the statements contained in the said bill, but prays that the Court will in all respects, fully protect the interest of the said insane person.

And now having fully answered the said bill your respondent prays to be hence dismissed with his reasonable costs in this behalf expended.

W. J. Sebrell
GUARDIAN AD LITEM.

COMMISSIONER'S BOND.

E. F. Story

J. D. Pretlow.

to

Commonwealth.

1904 April 21.

Recorded.

C. B. B. p. 153.

Know All Men by These Presents, That we, E. Frank Story and J. D. Pretlow and The United States Fidelity and Guaranty Company are held and firmly bound unto the Commonwealth of Virginia in the sum of Eight Thousand ($8000.00) 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 April one thousand nine hundred and ~~ninety~~ four (1904)

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound E. Frank Story and J. D. Pretlow shall faithfully perform the duties of this office or trust, as Special Commissioners under a decree of the Circuit Court of the County of Southampton pronounced on the 13th day of April 1904~~89~~, in the suit therein depending under the name and style of Summerell Trs Summerell and the duties that may be required of them by any other decree which 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

B. F. McLemore, C. C.

E. Frank Story SEAL

J. D. Pretlow SEAL

The United States Fidelity & Guaranty Co. SEAL

By E. Frank Story, its Attorney in Fact.

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

This day ____ surety ____ on the above bond, made oath before me, ____ Clerk of the ____ Court of the county of Southampton, and State of Virginia, that ____ estate, after the payment of all ____ just debts and those for which ____ bound as surety ____ for others and expect to have to pay, ____ worth the sum of ____ dollars.

Given under my hand this 13th day of April 1904~~, 189~~

Teste: B. F. McLemore, Clerk.

Summerell

4/4 } Stat: Costs.

Summerell

Summerell
v
Summerell } Stat: Costs

	Sum: 25 - 2 Copies 25	.50
	Rec. 18. Atty. 10 - Docket 18	.46
	Rule 50 - Noting return 35	.85
	Filing bill 15. Do Comrs Report 15	.30
	" Replication 15. Rule 50	.65
1st	Decree 36. Copy 36	.72
2d	" 36 - " 36	.72
3d	" 36 - " 36	.72
	Taking Comrs bond. 50. recording 25	.75
	Taxing Costs 50 - filing away papers 25.	.65
	Decree of removal from docket & Cy.	.72
	Paid. B.F.W. Bell	$ 7.04
	Lawyr.	16.50
	Comr. J.B. Parker Esq.	15.00
	Witness - F.P. Fuller	1.14
	" - J.C. Davis	1.30
	" - J.A. Sanders.	1.14
	Premium on Comrs Bond.	10.00
		$ 57.12
		7.00
		10.00

I acknowledge due and legal service of the within summons.

W. J. Bell,

GUARDIAN AD LITEM.

Summons served
by Sheriff
Summons served
1904. / Brel. Ruler

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON Harry Summerell, an insane person, by W. J. Debnell, 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 March 1904 ~~next~~, to answer a Bill in Chancery exhibited against him in our said Court by Sallie D. Summerell

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

Witness, ~~L. A. GAY~~ B. F. McLemore Clerk of our said Court, at the Courthouse, this 5th day of March, 1904, in the 128 year of the Commonwealth

TESTE: B. F. McLemore, C. C.

Form B—250—ja20'03

Summerell.

— vs —

1st Draw.

Summerell.

Entered
C. O. B. fo. 64.

Entered this March 27, 1906.

Robert R. Willis

Att'y for Pltff.

I consent to this Draw.

Chas. Story, Counsel for Pltff.

W. Scott Bell

Atty. for Deft.

JOHN C. PARKER. E. FRANK STORY.

Parker & Story
Attorneys and Counselors at Law
Franklin and Courtland, Virginia

Sally S. Summerell
vs.
Harry Summerell, an insane person.

This day this cause came on to be heard on the bill of the complainant, the answer of W. J. Sebrell guardian ad litem for the insane defendant, Harry Summerell, duly assigned at rules according to law, this day filed by leave of Court, and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree that it be referred to one of the Commissioners of this Court to ascertain and report:

FIRST: Whether the real estate mentioned in the said bill can be conveniently divided in kind among the parties entitled thereto.

SECOND: If the same cannot be thus divided, whether either of the parties interested will take the entire property and pay to the other such amount as their interest may entitle them to.

THIRD:: If the same cannot be conveniently divided in kind, and if no party will take the entire property and pay to the other party such sum as his or her interest therein may entitle them to, whether the interest of the parties would be promoted by a sale of the entire property, or an allotment of part and sale of the residue.

FOURTH: The annual and fee-simple value of the said land, and whether there are any liens thereon for delinquent taxes or otherwise.

FIFTH: The interest of the parties in the said land.

Which said inquiries the said Commissioner will make and report to the Court, together with such other matter deemed pertinent by himself, or required to be stated by any interested party.

(OVER)

By consent of all parties entered of record in open Court, it is hereby adjudged, ordered and decreed that this be made a vacation cause, and that such orders and decress be made herein in vacation as might be made in term.

Summerell

vs. [illegible]

Summerell

Entered
C.O.13. p. 79.

Entered this April 13, 1904

Robert R. Prentis

We Consent to this decree

Parker & Story

Counsel for Plaintiff.

W. J. Sebrell,

Geo. W. Allen.

JOHN C. PARKER. E. FRANK STORY.

Parker & Story

Attorneys and Counselors at Law

Franklin and Courtland, Virginia

IN VACATION, IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA, THIS 13th. DAY OF APRIL 1904.

****

Summerell, *

*

vs. *

*

Summerell: *

****

This day this cause, which has been regularly submitted to the Judge of this Court for such decisions and decrees in vacation as might be made therein in term, came on to be further heard on the papers formerly read, and upon the report of Commissioner Joseph B. Prince, filed onbthe 28th, day of March 1904, to which report there is no exception, and was argued by counsel.

On consideration whereof, the Court doth approve and confirm the said report, and it appearing that the land in the bill and proceedings mentioned and described cannot be conveniently divided in kind among the parties entitled thereto, and that it will be to the interest of the said parties that the property should be sold and the proceeds divided according to the rights of the parties, and further, that it will be to the interest of the parties that the timber and land be sold separately, and the Cout being of the opinion that the offer of T. A. Saunders & Company to pay Five Thousand ($5,000.00) Dollars in cash for the timber on the said land, on the following terms and conditions, namely,- for all trees now growing on the said premises, saving and excepting the shade trees about the yard and lawn, the cedar trees on the entire farm, and such other timber as may be reasonably necessary for the farm for repairs, firewood and fencing; the said purchasers or their successors, to have the right or license to enter upon the said land to cut

and remove the said trees; the privilege of all necessary rights of ways for the construction and operation of bogy or tram roads, as well as cart ways; to erect and operate a saw mill, construct and maintain all necessay buildings in connection with the operation of the said mill, with the privilege on the part of the said T. A. Saunders & Company to move the said tram roads, saw mill and such buildings as they may erect with in a period of one year after they finish cutting and removing the timber from the said premises. Provided, however, that the said T. A. Saunders & Company shall not cut any trees less than 10 inches in diameter across the stump at a point 12 inches from the ground at the time of cutting, and provided further, that the said purchasers shall cut and remove the said timber within the period of twelve years from the date of conveyance to them, ~~with the privilege of an extension of_____years after the expiration of the said twelve years, provided the said T. A. Saunders & Company shall pay annually, in advance, the sum of Three Hundred ($30000) Dollars, and should they fail to complay with the said condition to pay $300.00, annually, in advance,~~ and after the expiration of the said twelve years all of the timber and trees ~~on~~ then not cut and removed from the said land shall revert to and become vested in the then fee-simple owner of the said land; ~~and should they avail themselves of the said condition and pay the said sum of $300., in advance, annually, as above stated, nevertheless at the expiration of the extreme limit of time, namely,_____ from date of conveyance, the trees not cut and removed from the said premises shall revert to and become vested in the then fee-simple owner of the said land,~~ - - is a fair and good one, by consent of all adult parties interest and the guardian ad litem for the insane defendant, doth adjudge, order and decree that E. Frank Story and J. D. Pretlow be, and they are hereby appointed Special Commissioners, either of whom may act, to receive from the said T. A. Saunders & Company the said sum of Five Thousand ($5,000.00

Dollars, and when the same is fully paid that they execute to them a deed, with special warranty of title, for the said timber in accordance with the provisions above set forth; and also to sell the said land, subject to the rights and privileges which the said T. A. Saunders & Company will take under the said deed, by public auction, after first giving reasonable notice, at such time and place and upon such terms as may appear most expedient to the said special commissioners.

But before the said E. Frank Story and J. D. Pretlow shall proceed to act under this decree they will execute a bond before the Clerk of this Court, with good security to be approved by him, in the penalty of $8000.—, conditioned to faithfully execute this or any other decree in this cause.

And the Commissioners will report to Court.

All of which is hereby certified to the clerk of this court to be entered in the ~~chancery order book~~:

Robert R. Ellis:

Commonwealth

vs

3rd Warrant.

Commonwealth.

Entered this July 18 1904.

Robert R. Prentis

Att'y enquiry to this warrant

Frank Story

Counsel for Defendant.

W. Bell,

Wm. McKinney

Entered

L. O. B. p. 98.

JOHN C. PARKER. E. FRANK STORY.

Parker & Story

Attorneys and Counselors at Law

Franklin and Courtland, Virginia

****
* Summerell, *
* vs. *
* Summerell. *
****

This day this cause came on to be further heard on the papers formerly read and upon the report of J. D. Pretlow and E. Frank Story, special commissioners, this day filed by leave of Court, to which report there is no exception, and was argued by counsel.

On consideration whereof, the Court, being of the opinion that the offer of Sally S. Summerell to pay ~~Three~~ Two Thousand Dollars for the land in the bill and proceedings in this cause mentioned and described, is a fair and good one, doth adjudge, order and decree that so much of a certain decree entered in this cause on the 13th day of April, 1904, as directs that the said commissioners proceed to sell the said land at public auction, be, and the same is hereby rescinded and annulled, and the said special commissioners are hereby directed to receive from the said Sally S. Summerell the sum of ~~Three~~ Two Thousand ($2,000.00) Dollars, and when the same is fully paid that they execute to her a deed, with special warranty of title, for the said land subject to all the rights and privileges of T. A. Saunders & Company, as set forth and described in their deed, ordered executed to them by the said decree of April 13th, 1904. And the Court doth further adjudge, order and decree that the said special commissioners will then proceed to pay out the funds in their hands as follows:

FIRST: The costs of this suit, including a fee of $200.00 to be paid to Parker & Story for their services in this cuase.

SECOND: Sally S. Summerell one-half of the funds remaining after the payment of the said costs and fee.

THIRD: The remaining one-half to J. D. Pretlow as Curator for Harry Summerell.

But before he shall receive the said funds he, the said J. D. Pretlow, Curator, shall enter into a bond before the Clerk of this Court in the penalty of $5000.-, with security deemed sufficient by the said Clerk, conditioned for the faithful care and application of the said funds.

And the commissioners will report to Court.

-1910-

Summerell

vs. } Final Decree

Summerell

Enter This,
Nov. 12th 1912

James L. Lemore.

ENTERED - C.O.B.

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Summerell,

vs. } Final Decree

Summerell

This day this cause came on again to be heard upon the papers formerly read and was argued by Counsel,

It appearing that the only portion of this cause remaining unfinished is the administration and distribution of the funds derived from the sale of realty belonging to W.H. Summerell, who has recently died and that said fund, which was in the hands of the late J.D. Pollard, is being administered by this Court in the Chancery suit herein pending styled Pollard's Executors vs. Summerell and others in which the Estate of J.D. Pollard is being settled, and that there is nothing further to be done in this cause, it is hereby ordered that this cause be removed from the docket,