1912-18 Southampton County Chancery Wilkinson, Jannie O vs. Wilkinson, Sallie L. et als

Partition by Comment, & Not to be sold, and proceeds to be divided among parties entitled

Wilkinson, N. Mae
Wilkinson, Barton W.

Wilkinson Family O.

— vs —

Amended Bill

Wilkinson et. als.

1902. Nov 3 O ex. Rules filed.

T. A. Gay C.C.

J.C. PARKER, FRANKLIN, VA.
E.F. STORY, COURTLAND, VA.
PARKER & STORY,
ATTORNEYS AT LAW,
COURTLAND, VIRGINIA.

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

Humbly complaining, your complainant, Fannie O. Wilkinson, showeth unto the Court the following case:

That your said complainant is jointly seised and possessed, together with her children, namely, N. Maie Wilkinson, Bartow W. Wilkinson and Sallie G. Wilkinson, all of whom are under the age of twenty-one years, in fee-simple of a certain tract or parcel of land lying situate and being in Berlin & Ivor Magisterial District, in Southampton County, Virginia, containing about one hundred and eighty acres, more or less, and adjoining the lands of A. S. H. Brittle, J. F. Boykin and the Seacock Swamp: all of which will more fully appear from a copy of the deed conveying the said land to your complainant and her said children, marked " Exhibit A" and prayed to be read as a part of this bill, same being filed herewith.

Your complainant further states that the said tract or parcel of land is not, as she verily believes, susceptible of partition in kind among the parties entitled thereto, but if it is your complainant desires the same to be thus divided among the parties entitled thereto and your complainants 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 interest.

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 N. Maie, Bartow W.,and Sallie G. Wilkinson be made parties defendant to this suit bill; that a proper guardian ad litem be appointed to defend their interest in this suit, who shall be required to answer this bill, though answer under oath is hereby expressly waived; that proper process issue; that partition in kind be made of the said land, if same can be conveniently done, and your complainants part be allotted to her, but if same cannot be conveniently done, that then there may be a sale of the said land and the proceeds of such sale 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.

And your complainant will ever pray etc. etc.

Parker Story, p.q.

Va. IN THE CIRCUIT COURT
OF SOUTHAMPTON COUNTY.

WILKINSON

vs.

WILKINSON ET ALS.

PETITION OF

SURRY LUMBER CO.

1910 March 30th filed
J.L.M.

JOHN N. SEBRELL, JR.
Attorney and Counsellor at Law
NORFOLK, VIRGINIA

C. J. COMMISSION PAPER CO., NORFOLK, VA.

WILKINSON

vs.

WILKINSON ET ALS.

To HONORABLE JAS. L. MCLEMORE, Judge of the Circuit Court of Southampton County, Va.

Your petitioner, the Surry Lumber Company, a corporation, respectfully represents that in accordance with a decree entered in the above entitled cause on the 17th day of December, 1902, it purchased all the trees then growing on that certain tract of land in the bill and proceedings mentioned and described, saving and excepting such as might be reasonably necessary for the farm, for repairs, fire wood and fencing, together with the right or license to your petitioner, its successors or assigns at their pleasure to enter upon the said land to cut the said trees, and a single right of way across the said land as well for the purpose of removing the timber cut from the said land and the timber cut from any other tract of land by it, as for the purpose of running and operating a railway, provided that your petitioner nor its successors or assigns should not cut any trees less than ten inches in diameter across the stump at a point eighteen inches from the ground at the time of cutting, except for the said right of way, 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 shall continue only for a period of five years from the time such cutting is commenced, and at the expiration of said time all of the trees then left standing on said land should revert to and come vested in the then fee simple owner of the land. It was further provided in said decree that the extreme limit of time for cutting and removing the timber trees upon said land should not be for a

longer period then ten years from the date of the conveyance to the said Surry Lumber Company at the expiration of which time all of the rights of the Surry Lumber Company to cut and remove said timber trees should cease and determine and they should revert to the then owner of the land. Your petitioner paid the sum of five hundred ($500.00) dollars for the timber mentioned in the said decree. Deed conveying the said timber to your petitioner according to the terms of said decree was duly executed on the day of 1902, and the time limit given your petitioner within which to cut and remove the said timber will expire in the year 1912.

Your petitioner represents that it will be extremely inconvenient for it to cut and remove this timber within the limit prescribed in said decree, although it will do so if there are no other means of protecting its interest.

Since the sale of the timber trees to your petitioner as aforesaid, N. May Wilkinson and Barton W. Wilkinson have arrived at the age of twenty-one years, and the said N. May Wilkinson has intermarried with T. O. Camp.

Your petitioner has entered into a tentative agreement with the adult parties in interest for an extension of the time within which the timber is to be cut for an additional five years after the expiration of the ten years provided in said decree for the sum of $200.00.

Your petitioner believes and states that the interest of no person will be in any way violated or injured by an extension of the time for said five years, but that it will be to the interest of all the parties that the time be so extended for the consideration of two hundred $200.00) dollars. As this timber is principally original growth and is growing very little, your petitioner believes that this is a large amount to pay for this extension, and is certainly an income far greater than could possibly accrue to the parties in interest from any reasonable or natural use of the property were the timber cut.

IN TENDER CONSIDERATION WHEREOF and forasmuch as your petitioner is without remedy in the premises, it prays that it may be allowed the extension asked for upon the payment of the said sum of $200.00, and that all such other further, general and special relief may be granted your petitioner as the nature of its case may require, or to equity shall seem meet.

And your petitioner will ever pray, etc.

Avery Lumber Co
By Jno. C. Avery Jr. Atty

Wilkinson

vs. } Comm'r. Report

Wilkinson et als

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pgs 2 Nov. 28th, Filed

B.C

L.A. Gay cc

OFFICE OF JOS. B. PRINCE, JR.,

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

Courtland, Va., November 10th, 1902. ~~189~~*

To

Fannie O. Wilkinson, Plaintiff,

vs.

M.Maie Wilkinson, Barton W. Wilkinson and Sallie M.Wilkinson, last three infants, by W.J.Sebrell, Gdn. ad Litem.

You are hereby notified that I have fixed upon the 25th day of November, 1902, ~~***~~ 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 mentioned in the bill and proceedings in this cause can be conveniently divided in kind among the parties thereto entitled,

2nd:- If the same can not be thus divided, whether any party will take the entire subject matter and pay the parties interested such sums as their interests therein may entitle them thereto,

3rd:-If the same can not be conveniently divided in kind, and if no party will take the entire property and pay the ot er parties interested such sums as their interests therein may entitle them to, whether the interests of the parties will be promoted by a sale of the entire property, or an allotment of part and sale of the residue,

4th:- Whether there are any delinquent taxes, or other liens on said property,

5th:- The interest of the several parties in the said land, and its fee simple value,

6th:- Any other matter specially stated deemed pertinent by the commissioner, or required to be so stated by any interested party,

required to be taken by a decree of Southampton Circuit Court, rendered ~~***~~ Nov. 10th, 1902 ~~term, 189~~, 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.B.Prince Jr, Commissioner.

To the Sheriff of Southampton County to execute.

Wiekinson,

vs. } Copy 1st Decree

Wiekinson et als.

See Book page 470

In the Circuit Court of Southampton County, Virginia, this 10th day of November 1902.

Wilkinson, Fannie C.,

vs.

N. Maie Wilkinson, Barton W. Wilkinson and Sallie G. Wilkinson.

This day this cause came on to be heard on the papers formerly read and the amended bill of this complainant, filed at second October rules 1902, the answer of N. Maie Wilkinson, Barton W. Wilkinson and Sallie G. Wilkinson, by W. J. Sebrell their guardian ad litem, duly assigned at rules according to law, and upon the consent in writing of all parties to this cause, made in vacation, that this cause be submitted to the Judge of this Court for such decision and decree therein in vacation as might be made in term, or such writing is made a part of the record in this cause, all of which were this day filed by Judge 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 enquire 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 any party will take the entire subject-matter and pay the parties interested such sums as their interest therein 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 the parties such sums as their interest 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: Whether there are any delinquent taxes or other liens on said property:

Fifth: The interest of the several parties in the said land, and its fee simple value.

Which said inquiries the said Commissioner will make and report to Court, together with

such other matter as he may deem pertinent or required to be stated by any interested party.

A Copy.
Teste L. A. Gay, C. C.

Commissioner's Office. Courtland, Va.

November 25th, 1902.

To the Judge of the Circuit Court of the County of Southampton, Va.

Pursuant to a decree of the Circuit Court of the County of Southampton, entered on the 10th day of November, 1902, in the chancery suit therein depending styled Wilkinson vs. Wilkinson et als, your commissioner, to whom was referred for settlement the accounts called for by said decree, reports to Court that on the 10th day of November, 1902, he issued notices against the several parties to the said suit requiring them to attend the settlement of the said accounts, at his Office in the Town of Courtland, Va., on the 25th day of November, 1902, which notices were returned to your commissioner duly served by the parties, or by their proper representatives. That in accordance to said notices he proceeded to take the said accounts, and reports as follows:- That he took the deposition of F.P.Pulley and S.L.Boykin, two parties, from the neighborhood of the land in the bill and proceedings mentioned which deposition are filed herewith as a part of this report.

First:-That the land in the bill of the Complainants can not be conveniently divided in kind among the parties entitled.

Second:-That no party is willing to take the entire property and pay the other parties such sums of money as their interestst therein may entitle them to.

Third:-That the interests of the parties will be promoted by a sale of the entire property.

Fouth:-There are no liens for delinquent taxes or otherwise on the said Property.

Fifth:-That the fee simple value of the land is about $1400, and its annual value about $100. Mrs. Fannie O. Wilkinson and three children own the land jointly, and each is entitled to one fourth in fee simple.

Your commissioner would also report that he deems a sale of the land and timber separately advisable. The parties, he is informed, are offered a good price for the timber, as will appear from the

depositions filed herewith, and for the reason that timber in that neigh borhood and vicinity demands a better price at this time than it will later, or for some years to come.

Respectfully submitted,

J B Prince Jr

Commissioner in Chancery.

Comrs. Fee. $5.00

In this cause your commissioner begs to state that he has taken the depositions of F.P.Pulley and S.L.Boykin, two gentlement living near the land in question, to aid him in making his report as required by decree herein, and that he files said depositions herewith as a part of his said report. The depositions being taken on the 25th day of November, 1902, at the Office of J.B.Prince & Son, according to notice filed herewith.

Present:-Parker & Story, Attys. for Plaintiffs.

W.J. Sebrell, Gdn. ad Litem.

Witness F.P.Pulley after being first duly sworn, depeses as follows:-

State your name, age , residence, occupation, and whether you know the parties to this suit ?

A. F.P.Pulley, 50, Southampton, farmer, and know the parties.

Q. Are you familiar with the farm in question ?

A. Yes.

Q. Mrs. Wilkinson and her three children are joint owners of this farm, such being the case, do you think it could be conveniently divided in kind between them ?

A. I do not.

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

A. $1300 or $1400., and think it would rent for $100.

Q. If this farm cannot be divided in kind among the parties, do you think a sale of same would be to their interest?

A. I think it would.

Q. In the event of sale, do you think it would be to their interest to sell the timber and land separately ?

A. I think it would.

Q. What do you think would be a fair price for the timber on this farm down to about ten inches on the stump ?

A. I have examined the timber recently and think it worth not to exceed $300 at present, and with a ten year privilege to the purchaser, I should say its value them would not exceed $450 or $500.

Q. Do you know of any party who will take the whole property, and

pay the parties interested such sums as their interests may entitle them to ?

A. I do not.

Q. Do you think this a good time to sell this timber, that is, that it would bring more now than later on account of its proximity to saw mill ?

A. Yes.

And further this deponent saith not.

W. P. Pulley

Witness S.L. Boykin after being first duly sworn deposes as follows:-

Q. State your name age, residence, occupation and whether you know the parties to this suit ?

A. S.L. Boykin, 34, Southampton county, farmer, and know the parties.

Q. You have heard the deposition of Mr. W.P. Pulley read in full, please state whether or not whether you concur in the answers there in as given by him, and whether or not you are familiar with the land in question?

A. I concur in his deposition, and am familiar with the land in question.

Q. Do you know of any party who wishes to purchase the timber on this farm ?

A. Yes, the Surry Lumber Company.

Q. You have talked with them with reference to a sale of this timber, provided a decree could be obtained ordering a sale, please state the terms and conditions they desire, and what they are willing to pay for it ?

A. I have talked with them. They want to buy all the timber to 10 inches on the stump, 18 inches from the ground, and are willing to pay $500 cash for same. They want ten years in which to cut and remove same, and at the expiration of ten years, if not cut, will

pay 6 per.cent. on the purchase money to the parties entitled.

And further this deponent saith not. L. L. Boykin

Williams

v.

Williams et als

Answer of Com
et Stem.

EVERETT WADDEY CO.
RICHMOND, VA.

Wilkinson

vs.

Wilkinson et als.

The answer of W. J. Sebrell, guardian ad litem for the infant defendant in above styled cause to petition of Lyng Lumber Co. for answer sworts says- That the infant being of tender years knows nothing of the things in the said petition alleged and the interest of the said infant is therefore committed to the protection of the court-

And now having answered he prays to be hence dismissed &c.

W. J. Sebrell
G'd'n ad litem

VIRGINIA: IN THE CIRCUIT COURT OF SOUTHAMPTON CO.

WILKINSON,

vs.

WILKINSON ET ALS.

Report of

Special Commissioner.

1912 Jany 15. filed J.L.M.

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

DOMINION PAPER CO., NORFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY.

WILKINSON,

vs.

WILKINSON ET ALS.

The undersigned Special Commissioner would respectfully report to court that pursuant to a decree entered in the above styled cause on the 17th day of May, 1910, he has received from the Surry Lumber Company receipts showing the payment of the sums provided to be paid in said decree as follows, to-wit:

Receipt of Margaret A. Stephenson, administratrix of N. T. Stephenson, deceased, for the sum of fifty ($50.00) dollars; receipt of Fannie C. Wilkinson, guardian of Sallie G. Wilkinson, for the sum of fifty ($50.00) dollars; receipt of N. May Camp for the sum of fifty ($50.00) dollars; and receipt of Barton W. Wilkinson for the sum of fifty ($50.00) dollars; which said receipts are herewith returned with this report to be filed therewith as required by the said decree.

The Special Commissioner would further report that after the delivery to him of the said receipts, he executed to the Surry Lumber Company a deed granting further extension as directed by said decree.

Respectfully submitted,

Jno. V. Gwaltney Jr.

Special Commissioner.

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

Received June 1, 1910, of John N. Sebrell, Jr., Attorney for the Surry Lumber Company, the sum of fifty ($50.00) dollars to be applied on bond of Fannie O. Wilkinson to W. T. Stephenson and secured by deed of trust, as directed by a decree in the chancery cause of Wilkinson vs. Wilkinson et als. pending in the Circuit Court of Southampton County, entered on the 17th day of May, 1910.

M. a. S.

Margt. E. Stephenson

Admx. of W. T. Stephenson,
Deceased.

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

Received June 1, 1910, of John N. Sebrell, Jr., Attorney for the Surry Lumber Company, the sum of fifty ($50.00)dollars, it being the amount directed by a decree of the Circuit Court of Southampton County, entered on the 17th day of May, 1910, in the chancery suit of Wilkinson vs. Wilkinson and others pending therein, to be paid to me.

F.O.W. Jannie O. Wilkinson.

Guardian of Sallie G. Wilkinson.

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

Received June 1, 1910, of John N. Sebrell, Jr., Attorney for the Surry Lumber Company, the sum of fifty ($50.00) dollars, it being the amount directed by a decree of the Circuit Court of Southampton County, entered on the 17th day of May, 1910, in the chancery suit of Wilkinson vs. Wilkinson and others pending therein, to be paid to me.

Mrs. Court signature H. May Camp

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

Received June 1, 1910, of John N. Sebrell, Jr., Attorney for the Surry Lumber Company, the sum of fifty ($50.00) dollars, it being the amount directed by a decree of the Circuit Court of Southampton County, entered on the 17th day of May, 1910, in the chancery suit of Wilkinson vs. Wilkinson and others pending therein, to be paid to me.

Bartow signature Bartow W. Wilkinson

Wilkinson

No. 3 Comr's Report

Wilkinson et als.

1910: May 4: Filed.

Wm. M. Lemon. Clerk.

E. FRANK STORY
ATTORNEY AT LAW
COURTLAND, VIRGINIA

COMMISSIONER'S OFFICE,

Courtland, Va., May 4, 1910.

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA:

COMMISSIONER'S REPORT:

Wilkinson,
vs.
Wilkinson et als.

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

The undersigned, E. Frank Story, a Commissioner in Chancery for the Circuit Court of Southampton County, Virginia, having had referred to him for execution, a decree of your Honor's Court, entered on the 30th day of March, 1910, in the chancery cause, generally styled, Wilkinson vs. Wilkinson et als., duly gave notice of his purpose to proceed with the execution of the said decree on the 4th day of May, 1910, at his office in the town of Courtland, Southampton County, Virginia, in one of the modes prescribed by law, a copy of which said notice is herewith filed, as a part of this report, together with a copy of the decree, setting forth the matters of examining and inquiry thereby referred to the said Commissioner:

That pursuant to the directions of the said decree and in conformity with the said notice, your said Commissioner, on the 4th day of May, 1910, at his office in the town of Courtland, Virginia, attended at the time and place so appointed, and took the deposition of L. H. Brantley, a person familiar with the property and the circumstances in the premises, same being herewith filed.

As touching the several matters required to be stated by the said decree, the Commissioners begs to report further:

(1) He is of the opinion that the interest of the infant child will not be prejudiced by the extension of time in which to

to cut and remove the timber, by the petitioner, The Surry Lumber Company, as fully set forth in its petition and other papers in this cause:

(2) The Commissioner is of the opinion that the sum of Two Hundred ($200.00) Dollars will be a reasonable and fair compensation for the extension in question:

(3) The parties having an interest in the funds are as follows:

Mrs. Fannie O. Wilkinson, one-fourth:

N. May Camp, one-fourth:

Bartow W. Wilkinson, one-fourth:

Sadie G.Wilkinson, an infant, one-fourth:

Your Commissioner would bring to the attention of the Court however, that Fannie O. Wilkinson has executed a deed of trust which constitutes a lien on her interest in the said property, the bond secured thereby being due to Mrs. Margaret A. Stephenson, Administratrix of N. T. Stephenson, deceased. Respectfully submitted,

COMMISSIONER IN CHANCERY.

COMMISSIONER'S FEE: $10.00:

OFFICE OF E. FRANK STORY, COMMISSIONER

IN CHANCERY FOR THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA:

Courtland, Va., April 28, 1910.

TO:

Surry Lumber Co., a corporation,

and

Fannie O. Wilkinson, N. May Camp, T. O. Camp, Barton W. Wilkinson, T. A. Saunders, Trustee, Margaret A. Stephenson, Administratrix of N. T. Stephenson, deceased, and W. J. Sebrell, Guardian ad Litem for Sadie Wilkinson.

You are hereby notified that I have fixed upon the 4th day of May, 1910, to take and settle, at my office, the following accounts, to-wit:

(1) Whether or not the interest of the infant children will be promoted, or the rights of any other person injured by the granting of the extension of time within which to cut the standing timber sold to the Surry Lumber Company by authority of a previous decree entered herein on the 17hh day of December, 1902, in accordance with a petition of the Surry Lumber Company filed this day.

(2) Whether or not two hundred ($200.00) dollars will be a fair compensation to the parties in interest for an extension of time as prayed for in the petition aforesaid.

(3) Who would be entitled to the money paid for said extension: and

(4) Any other matter deemed pertinent by the Commissioner or required to be stated by any interested party.

Required to be taken by a decree of the Circuit Court of Southampton County, Virginia, rendered nn the 30th day of March, 1910, 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 the said Court, the day and year first aforesaid.

E. Frank Story.

R.M.O.

COMMISSIONER IN CHANCERY.

The deposition of L. H. Brantley, taken before E. Frank Story, Commissioner in Chancery for the Circuit Court of Southampton County, Virginia, on the 4th day of May, 1910, at the office of said Commissioner in Courtland, Virginia, in execution of a decree entered in the chancery suit of Wilkinson vs Wilkinson et als pending in the Circuit Court of Southampton County, entered on the 30th day of March, 1910.

Present: Jno. N. Sebrell, Jr., Counsel for Surry Lumber Company, Petitioners.

Witness L. H. Brantley, being first duly sworn, deposes and says.

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

A. L. H. Brantley, 37 years old, live in Southampton County, Virginia, farmer, and know the parties to the suit.

Q. Mr. Brantley, are you familiar with the real estate and timber thereon, owned by Mrs. Fannie O. Wilkinson and her children.

A. Yes, I am familiar with this land and timber.

Q. State whether or not the interest of the infant children or child, will be promoted by an extension of the time for the cutting of the timber by the Surry Lumber Company for an additional period of five years after the expiration of the time provided in a former decree, upon the payment by the Surry Lumber Company of $200.00 for such extension.

A. I think so, to take the conditions as they stand to-day. It is a fact that there are four of the parties who have an equal interest in the undivided half interest of the farm, three of whom are of age, and these three that are of age are anxious to sell theres for this considaration, and whatever will benefit them will benefit the infant. It figures 8% interest on the purchase price and I think the Company heretofore has only been giving 6%.

Q. Will the rights of any other person be violated.

A. I think not.

Q. Do you think $200.00 a fair compensation to the parties in interest for such extension.

A. I think so.

And further this deponent saith not.

L. F. Brantley

STATE OF VIRGINIA, (
(to-wit:
Southampton County, (

I, E. Frank Story, a Commissioner in Chancery for the Circuit Court, in and for the county aforesaid, in the State of Virginia, do hereby certify that the foregoing deposition was duly taken, reduced to writing, and signed by the witness, before me, at the place and time therein mentioned, pursuant to the annexed notice.

Given under my hand this 4th day of May, 1910.

E. Frank Story

COMMISSIONER IN CHANCERY.

WILKINSON

vs.

WILKINSON ET ALS.

This day this cause came on to be heard upon the papers formerly read, the petition of the Surry Lumber Company, a corporation, this day filed by leave of Court, and the answer of Fannie O. Wilkinson, N. May Camp, T. O. Camp, Barton W. Wilkinson, T..A. Saunders, Trustee, and Margaret A. Stephenson, administratrix of N. T. Stephenson, deceased, and the answer of W. J. Sebrell, guardian ad litem for the infant defendants, and was argued by counsel.

On consideration whereof, the court doth adjudge, order and decree that this cause be referred to one of the commissioners of this court, who is directed to inquire and report to court whether or not the interest of the infant children will be promoted, or the rights of any other person injured by the granting of the extension of time within which to cut the standing timber sold to the Surry Lumber Company by authority of a previous decree entered herein on the 17th day of December, 1902, in accordance with a petition of the Surry Lumber Company filed this day;

2. Whether or not two hundred ($200.00) dollars will be a fair compensation to the parties in interest for an extension of time as prayed for in the petition aforesaid;

3. Who would be entitled to the money paid for said extension, and

4. Any other matter deemed pertinent by the Commissioner or required to be stated by any interested party.

A Copy:

Teste: H. B. McLemore Clerk

By B M. Miller D. C.

VA. IN THE CIRCUIT COURT

OF SOUTHAMPTON COUNTY.

WILKINSON

vs.

WILKINSON ET ALS.

ANSWER OF
FANNIE O. WILKINSON,
and others.

1910 March 30 Filed
John

JOHN N. SEBRELL, JR.
Attorney and Counsellor at Law
NORFOLK, VIRGINIA.

C. J. COMMINOR PAPER CO., NORFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY.

WILKINSON

vs.

WILKINSON ET ALS.

The answer of Fannie O. Wilkinson, N. May Camp (formerly Wilkinson), T. O. Camp, her husband, and Barton W. Wilkinson, to a petition of the Surry Lumber Company, a corporation, filed in the above styled cause on the day of March, 1910.

These respondents, saving and reserving, etc., for answer to the said petition, or so much thereof as they are advised it is material they should answer, answer and say that they believe the sum of two hundred ($200.00) dollars to be a fair price for the extension of time for the cutting of the timber as prayed for in the said petition; that they believe it will be to the interest of all the parties that the extension be granted upon said terms, and that the rights of no persons will be injured thereby, and these respondents join in the said petition that the same be granted.

And now having answered they pray to be hence dismissed, etc.

Fannie O. Wilkinson.

N. Maie Camp.

T. O. Camp.

Barton W. Wilkinson

VA. IN THE CIRCUIT COURT
OF SOUTHAMPTON COUNTY.

WILKINSON

vs.

WILKINSON ET ALS.

ANSWER OF

1910 March 30, filed
JM

JOHN N. SEBRELL, JR.
Attorney and Counsellor at Law
NORFOLK, VIRGINIA

O.J. DOMINION PAPER CO., NORFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY.

WILKINSON

vs.

WILKINSON ET ALS.

The answer of S. L. Boykin, Trustee, and Administrator of N. T. Stephenson, deceased, to a petition of the Surry Lumber Company, a corporation, filed in the above styled cause on the day of March, 1910.

These respondents say that on the 10th day of March, 1909, Fannie O. Wilkinson conveyed to S. L. Boykin, Trustee, to secure N. T. Stephenson, now deceased, the sum of eight hundred and fifty ($850.00) dollars, all her undivided interest in the tract of land mentioned in the above styled suit, and upon which the timber had previously been sold to the Surry Lumber Company, as alleged in said decree. These respondents further say that they believe the price of $200.00 a fair one for the extension of time for the cutting of said timber, and hereby agree that the same may be extended as prayed for in said petition.

And now having answered they pray to be hence dismissed, etc.

T. A. Saunders, Trustee

Margaret E. Stephenson Adams

Wilkinson

vs. } Stat: of Conn

Wilkinson et als.

Wilkinson

vs. } Stat: of Costs

Wilkinson &c als.

Summ. 25. 1 Cap. 13. receipt 18. atty. 10. Docke. 18= 84

rules 1.00. Enter return 35. fil. bill 15. Do. Ex. 15= 1.65

another Summ. 25. 1 Cap. 13. receipt 18. ~~Atty~~. Docke. 18= 74

rules 1.00. Enter return 35. fil. amended bill 15= 1.50

Copy Exhibits 75. fil. ans. of Gdn. ad litem 15. = 90

replication 15= 15

Do. consent to make a vacation Cause 15= 15

Do. report of Comr. in Chy. 25. taking Spl. Commission 1.40= 1.65

3 decrees and one copy 1.78. Tax Costs Re 40= 2.18

filing away papers 25= 25

Sundries Costs about 1.50= 1.50

1/29/1903 Pd by E.T.Story L. A. Gay Clerk $11.51

Sheff. 4.00

Comrs. 16.50

$28.01

Fee of Comr. J. B. Prince Jr. 5.00

$33.01

Teste: L. A. Gay C.C.

Wilkinson.

vs. } Statement of Rules

Wilkinson et als.

Fannie O. Wilkinson

vs.

N. Maie Wilkinson, Barton W. Wilkinson and Sallie G. Wilkinson, all infants by W. J. Sebrell their guardian ad litum

} In chancery

1902. 9th September. Process issued to 2nd Sept. Rules.

1902. 2nd September Rules. Process returned Executed.

Bill and Exhibits filed.

W. J. Sebrell appointed G.A.L. ad litum to infant defendants.

Decree Nisi

1902. 3rd. Sept. Rules. Bill Taken for confessed and cause set for hearing.

Wilkinson
v
Stat of Sost
Wilkinson et als

1910- Aug 16-

Wilkinson

vs statement of cost in the petition & proceedings of the S. L. Co

Wilkinson et als,

To filing petition 15¢ Filing 3 answers @ 15¢ ----------	.60
To entering 2 decrees @ 36¢ each----------	.72
To copying decree----------	.36
To Filing Comrs report 15¢	.15
To future cost 1 report 15¢ entering decree 36¢	.51
To Taxing Cost 20¢ Copy 20¢	.40
Filing away papers	.25
----------Clerk	$ 2.97
E. Frank Story Comr----------	5.00
	$ 7.97

Teste:

----------Clerk

Aug 16th 1910

Wiekinson

vs. } Stat: of Rules

Wiekinson et als.

Fannie O. Wilkinson

vs. } In Chancery

N. Marie Wilkinson, Burton W. Wilkinson and Sallie G. Wilkinson, all infants by W. J. Sebrell their guardian ad litem.

1902. 18th Oct. Process issued to 2nd Oct. Rules.

1902. 2nd Oct. Rules. Process returned executed.

Amended bill filed.

W. J. Sebrell appointed Gdn. ad litem to infant defendants.

Decree Nisi

1902. 1st. Nov. Rules. Amended bill Taken for confessed and Cause set for hearing.

Wilkinson

vs. } Copy D.B.T.S. Et. "A"

Wilkinson et als.

This Deed, made the 30th day of August, in the year of our Lord one thousand eight hundred and eighty-seven, between James F. Boykin & Sallie A. his wife, of the County of Southampton, in the State of Virginia, of the one part, and Fannie O. Wilkinson of Southampton Co. Virginia, of the other part- Witnesseth: That in consideration of the sum of Six hundred dollars ($600.00/100) the said James F. Boykin and Sallie A. his wife, do grant with general warranty, unto the said Fannie O. Wilkinson and her children forever, the following real estate, To wit: One hundred and eighty acres of land more or less lying & being in the County of Southampton State of Virginia, Bounded as follows- North & West by Land of N.S.N.- Brittle on the East by Land of J.F. Boykin on the South by Beaverdam Swamp, Together with all and singular the appurtenances belonging to the same, And the said James F. Boykin & Sallie A. his wife, Covenant that they have the right to convey the said land to the said grantee; that the said grantee shall have quiet possession of the said land; that they have done no act to encumber the said land; and that they will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

Witness } James F. Boykin (Seal)
Sallie N. Boykin (Seal)

State of Virginia
County of Southampton } To wit:

I, K.M. Vergenhart, a Notary Public in and for the County aforesaid, in the State of Virginia, do certify that Sallie N. Boykin, the wife of James F. Boykin whose names are signed to the foregoing writing, bearing date the 30th day of August 1887, personally appeared before me, in the County aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she, the said Sallie N. Boykin acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand this 30th day of August Eighteen hundred and Eighty Seven.

K.M. Vergenhart
Notary Public.

Virginia,
County of Southampton } To wit:

I, K.M. Vergenhart, a Notary Public in and for the said County, in the State of Virginia, do certify that James F. Boykin whose name

is signed to the writing above, bearing date the 30th day of August 1887, has acknowledged the same before me in the County aforesaid.
Given under my hand this 30th day of August, 1887.

K. M. Vergenhart, Notary Public.

Southampton County:

In the Clerk's Office Oct. 15. 1888.
The foregoing Deed from J. F. Boykin & wife to Fannie O. Wilkinson, was this day received and with the certificate annexed admitted to record.

Teste:

B. F. McLemore C.C.

A Copy,
Teste:

L. A. Gary D.C.

Atkinson

— va Report op Stc. [illegible]

Atkinson et als

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

Hulkman, Junius O.,

vs

Hulkman et als.

The undersigned, your commissioner, appointed by a decree in the above styled cause on the 17th, day of December 1902, to make a sale of the real estate in the bill and proceedings mentioned, in the said suit, which said decree directed that the timber and land, which comprised the said real estate, be sold separately, and that your said commissioner receive from the Surry Lumber Company, a corporation, the sum of $500 00/100, and execute to it a deed, with special warranty of title, for the said timber, in accordance with the terms and conditions set forth in said decree, would respectfully report that in obedience to the said decree he has received the said amount from the said Surry Lumber Company and executed to it a deed, with special warranty of title, containing the terms and conditions as set forth and directed by said decree, and that he now holds the said amount subject to the order of the Court.

Your commissioner would report further, that he is informed that it is the desire of the adult parties to this suit that that portion of the said decree relating to the sale of the land be revoked and the same be not sold, and your commissioner being of the opinion that it will be to the interest of all parties concerned that it be revoked, respectfully recommends that the Court so order.

Respectfully submitted,

[signature]

Special Commissioner.

COMMISSIONER'S BOND.

Mid Kinson vs. Wilkinson et al

E. Frank Stamy

to

Commonwealth.

1903. 10th Jany. Filed

Recorded page 141

Know All Men by These Presents, That we, E. Frank Story

& J. W. Williams

are held and firmly bound unto the Commonwealth of Virginia in the sum of ($2000.00)

Two Thousand and ~~~~~ 00/100 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 10th day of January one thousand ~~eight hundred and ninety~~ Nine hundred & Three

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound E. Frank Story

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 17th day of December 1902, ~~189~~, in the suit therein depending under the name and style of "Wilkinson vs Wilkinson et als" or any future decree that may be entered herein,

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

Signed, sealed and acknowledged in the presence of

E. Frank Story SEAL

J. W. Williams SEAL

SEAL

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

This day J. W. Williams

surety on the above bond, made oath before me, L. A. Gay Clerk of the Circuit Court of the county of Southampton, and State of Virginia, that his estate, after the payment of all his just debts and those for which he is bound as security for others and expect to have to pay, is worth the sum of ($2000.00) Two Thousand & 00/100 dollars.

Given under my hand this 1st day of Jany, 1903, ~~189~~

Teste: L. A. Gay, Clerk.

Wilkinson,
vs. } SUIT in Circuit Court of Southampton Co., Va.
Wilkinson et als.

STATEMENT OF E. FRANK STORY, SPECIAL COMMISSIONER:

Cr.

By Amount received of Surry Lumber Company under decree $500.00.

Dr.

To Paid Clerk's costs.....	$ II.5I.	
To Paid writ tax.....	I.50.	
To Paid Commissioner's fee.....	5.00.	
TO Paid Edwards and Mr. Pulley for affidavits...	75.	
To Paid Parker & Story's fee, as agreed on,.....	27.50.	
To Paid Sallie Goode Wilkinson, a distributee...	II3.43.	
To " Bartow W. Wilkinson, " " ...	II3.43.	
To " Nannie Maie Wilkinson, " " ...	II3.44.	
To " Mrs. Fannie O. Wilkinson, " " ...	II3.44.	
	$500.00.	$500.00.

Mirkinson, Bennie O.

as.

Mirkinson et ux.

Guardian ad litem.

And now pending this said petit came respondent by
to be joined therein with his respondents come in this behalf exceeding-
ly.

Wilkinson, Fannie O.,

vs.

Wilkinson et als.

The answer of W. J. Sebrell, guardian ad litem to the infant defendants, N. Maie Wilkinson, Bartow W. Wilkinson and Sallie G. Wilkinson, to a bill in chancery exhibited in the Circuit Court of Southampton County, Virginia, as amended and filed at the second October Rules 1902, against them by Fannie O. Wilkinson.

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 infant defendants.

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.

Atkinson.

Motion & Question re.

Atkinson et al

Filed ... day of ... 19...

Atkinson

Counsel for Plaintiff.

Plaintiff's Attorney.

Filed for N. Mex. Dec. 1908 Sept. C. Atkinson.

for said defendants and decrees in accordance as might be made therein

in writing, to submit the said cause to the judge of the said Court

Court of Bernalillo County, Albright, Dorothy, Dorothy out of court,

of Atkinson, Dennis O. as Atkinson of ets.; Dorothy in the District

O. the parties Plaintiff and defendants, in the aforesaid cause

We, the parties plaintiff and defendants, in the chancery cause of Wilkinson, Fannie O. vs Wilkinson et als., pending in the Circuit Court of Southampton County, Virginia, hereby consent out of court, in writing, to submit the said cause to the Judge of the said Court for such decisions and decrees in vacation as might be made therein in term.

Parker T. Story.

Counsel for Plaintiff.

W. J. Vaiden

Guardian ad litem for N. Maie, Bartow W. and Sallie G. Wilkinson.

I acknowledge due and legal service of the within summons.

W. J. Sibrill, :

Guardian ad litem for the within named infant defendants.

Form No. 800½.

Hilda Thomas Q.

vs. } SUBPŒNA IN CHANCERY.

Hutchinson et al.

Pendergrass & Terry p. q.

To 2nds Oct. Rules.

Lexington Court.

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 300½.

The Commonwealth of Virginia,

To the Sheriff *of the* County *of* Southampton *Greeting:*

WE COMMAND YOU, That you summon N. Main Wilkinson, Barton H. Wilkinson and Sallie G. Wilkinson, all infants by W. J. Sebrell, their guardian ad litem

to appear at the Clerk's Office of the Circuit Court of the County of Southampton at the rules to be held for the said court on the 1st Monday in Oct. 190 2, to answer an amended bill in chancery exhibited against them in our said court by Fannie O. Wilkinson

And have then there this writ. Witness W. A. Gay, Clerk of our said court, at the courthouse, the 18th day of Oct 190 2, and in the 127th year of the Commonwealth.

Teste: W. A. Gay C.C.

VIRGINIA: IN THE CIRCUIT COURT OF SOUTHAMPTON CO.

WILKINSON

vs.

WILKINSON ET ALS.

Decree.

Entered
May 17. 1910.
Arthur L. Smart.

ENTERED - C.O.B.

PAGE - 94 -

JOHN N. SEBRELL, JR.
Attorney and Counsellor at Law
NORFOLK, VIRGINIA

C.J. DOMINION PAPER CO., NORFOLK, VA.

WILKINSON

vs.

WILKINSON ET ALS.

This day this cause came on to be heard upon the papers formerly read, the report of Commissioner E. Frank Story, ~~this day filed by leave of court~~ duly filed on the 4th day of May 1910, to which report there is no exception taken, and was argued by counsel.

On consideration whereof, the Court doth confirm the said report and it appearing to the court that it will be to the interest of the parties, including the infants in this suit, and that the rights of no other person will be injured thereby, the court doth adjudge, order and decree that the said Surry Lumber Company be allowed an extension of not to exceed five years from the time that their present rights under decree of the 17th day of December, 1902, and under the deed of Special Commissioner conveying said right by direction thereof, shall cease, and all of the rights and privileges which the said Surry Lumber Company had under and by virtue of the said deed and said decree shall continue for the said term of five years from the expiration of the time in said decree and said deed; but this extension is granted upon the condition that the said Surry Lumber Company shall pay, or cause to be paid, the sum of two hundred ($200.00) dollars, as follows: the sum of fifty ($50.00) dollars to Margaret A. Stephenson, admx of A. J. Stephenson to be credited on bond of Fannie O. Wilkinson, the sum of fifty ($50.00) dollars to N. May Camp, the sum of fifty ($50.00) dollars to Barton W. Wilkinson, and the sum of fifty ($50.00) dollars to the duly authorized guardian of Sallie G. Wilkinson.

And the court doth further adjudge, order and decree that John N. Sebrell, Jr., who is hereby appointed Special Commissioner for the purpose, upon delivery to him of proper receipts showing the payment of said sums aforesaid, which receipts shall be filed

with the report of said Special Commissioner Sebrell, shall execute to the said Surry Lumber Company a deed granting further extension which shall be entered upon the deed book at the expense of the said Surry Lumber Company. And the said John N. Sebrell, Jr., Special Commissioner, will report to court.

CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA, IN VACATION

DAY OF 1903.

Page

To the Clerk of the Circuit Court of Southampton County, Virginia.

:

CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA, IN VACATION

THIS 10th DAY OF November 1902.

I, Robert R. Prentis, Judge of the Circuit Court of Southampton County, Virginia, do hereby certify that the parties, plaintiff and defendants in the chancery cause of Wilkinson, Fannie C. vs. Wilkinson et als., have by consent out of court, duly evidenced by a writing signed by counsel for the complainant and guardian ad litem for the infant defendants (all of said defendants being infants), filed with the papers in the cause, ~~have~~ consented to submit the said cause to the Judge of the said Court for such decisions and decrees in vacation as might be made therein in term.

To the Clerk of the Circuit Court
of Southampton County, Virginia.

Robt R Prentis

Atkinson

vs } 1st Amn.

Atkinson Jr. als.

Entered
Page 478

Enter this 27.10.1902.
Robt R. Ellis

Pl. consent to this decree.
Parker & Story.
Counsel for Plaintiff
Wm. Debree,
Gdn. ad Litem.

J.C. PARKER, FRANKLIN, VA. E.F. STORY, COURTLAND, VA.
PARKER & STORY,
ATTORNEYS AT LAW,
COURTLAND, VIRGINIA.

1 Copy

Wilkinson, Fannie O.,

vs.

N. Maie Wilkinson, Bartow W. Wilkinson and Sallie G. Wilkinson:

[redacted]

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA, THIS 10th DAY OF November 1902:

This day this cause came on to be heard on the papers formerly read and the amended bill of the complainant, filed at second October rules 1902, the answer of N. Maie Wilkinson, Bartow W. Wilkinson and Sallie G. Wilkinson, by W. J. Sebrell their guardian ad litem, duly assigned at rules according to law, and upon the consent in writing of all parties to this cause, made in vacation, that this cause be submitted to the Judge of this Court for such decisions and decrees therein in vacation as might be made in term, which writing is made a part of the record in this cause, all of which were 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 enquire 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 any party will take the entire subject matter and pay the parties interested such sums as their interest therein 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 the parties such sums as their interest 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: Whether there are any delinquent taxes or other liens on the said property:

FIFTH: The interest of the several parties in the said land, and to be simple value.

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

To the Clerk of the Circuit Court of Southampton County, Virginia.

Robt R Ellis

Wilkinson
vs. 3rd and Alex.
Wilkinson Jr. als.

Entered page 480-

Entered this Dec 7, 1901
Robert R. Prentis

I/We Consent to this decree.
Thos. D. Story
Counsel for Plaintiff
W. J. Sebrell,
Geo. W. Wilkins.

J.C. PARKER. FRANKLIN, VA. E.F. STORY. COURTLAND, VA.
PARKER & STORY,
ATTORNEYS AT LAW.
COURTLAND, VIRGINIA.

Fee $0.00

Wilkinson, vs Wilkinson et als. } 2ond Decree. to-wit:-

IN VACATION, IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA, THIS 17th DAY OF DECEMBER 1902.

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 J. B. Prince Jr., filed on the 25th, day of November 1902, to which report there is no exception, and was argued by counsel.

On consideration whereof, the Court doth approve and confirm said report, and it appearing that the land in the bill and proceedings mentioned cannot be conveniently divided in kind among the parties entitled thereto and that it will be to the interest of all 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 seperately, and the Court being of the opinion that the offer of the Surry Lumber Co. to give Five Hundred ($500) Dollars, cash, for the timber on the said land, on the following terms and conditions, namely,- for all the trees saving and excepting such as may be reasonably necessary for the farm for repairs fire-wood now growing on the said premises, together with the right, or license, to the said Surry Lumber Company, its successors or assigns, at their pleasure to enter upon the said land to cut the said trees, and a right of way across the said land as well for the purposes of removing the timber cut from the said land, and the timber cut from any other tract of land by it, ~~and also~~ as for the purpose of running and operating a Railway; provided, however, that the said Surry Lumber Company, its successors or assigns, shall not cut any trees less than ten inches in diameter across the stump, at a point eighteen inches from the ground, at the time of cutting, except for the said right of way ~~and 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 shall continue only for a period of five years from the time such cutting is commenced, and at the expiration of said time all of the trees then left standing on the said land shall revert to and become vested in the then fee-simple owner of the land. But the extreme limit of time for cutting and removing the timber trees aforesaid shall not be for a longer period than ten years from the date of conveyance to the said Surry Lumber Company, ~~with the privilege of additional time, if desired, by paying 6% per annum, to be paid annually, on the purchase price~~ at the expiration of which time all of the rights of the Surry Lumber Company to cut and remove said timber trees shall cease and determine, and they shall revert to the then owner of the land, is a fair and good one, by consent of all parties interested, the adults by their counsel and the guardian ad litem for the infant defendants, doth adjudge, order and decree that E. Frank Story be and is hereby appointed a Special Commissioner to receive from the said Surry Lumber Company the said sum of Five ~~(500~~ Hundred ($500) Dollars, and when the same is fully paid that he execute to it 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 Surry Lumber 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 said Special Commissioner.

But before the said E. Frank Story shall proceed to act under this decree he will execute a bond before the Clerk of this Court, with security to be approved by him, in the penalty of $2000 conditioned to faithfully execute this or any other decree in this cause.

Robert R. Prentis :

To the Clerk of the Circuit Court
of Southampton County, Virginia.

Hilkinson

vs } 3rd Dist

Hilkinson et als.

Entered page 488

Filed this June 28, 1903

Robt R. Prentis

We consent to this decree.

Parker & Story

Counsel for Plaintiffs

C. J. Bedell

Adm'r &c.

J.C. PARKER, FRANKLIN, VA. E.F. STORY, COURTLAND, VA.
PARKER & STORY,
ATTORNEYS AT LAW,
COURTLAND, VIRGINIA.

IN VACATION, IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA, THIS 28th DAY OF January 1903:

Hullmson,
vs
Hullmson Jr als.

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 again to be heard on the papers formerly read and upon the report of E. Frank Story, Special Commissioner, filed this day, by leave of Court, to which report there is no exception, and was argued by counsel.

On consideration whereof, the Court doth approve and confirm said report and adjudge order and decree that the said special Commissioner proceed to pay out the funds in his hands as follows:- The costs of this suit, including a fee of $50.00/100 to be paid to Parker & Story, for their services rendered in this cause, and it appearing to the Court, from representation of plaintiff's counsel, that the infants who have an interest in the funds in this suit, are of sufficient age and discretion to use the said funds judiciously, and the amounts to be paid them being less than one hundred ($100) dollars each, that the residue of said funds he shall pay direct to the parties in interest according to their respective rights as set forth in the report of Commissioner J. B. Prince, filed in this cause on the 25th, day of Nov. 1902.

And it appearing to the Court that it is the desire of the adult parties to this suit (they being plaintiffs) that the land in the bill and proceedings mentioned be not sold, and that the interest of no party will be violated by a revocation of that portion of a prior decree entered in this cause on the 17th, day of Dec. 1902, ordering a sale thereof, by and with the consent of the said adult party and the guardian ad litem for the infant defendants, the Court doth further adjudge, order and decree that the said order contained in the said decree, directing a sale of the said land be, and the same is hereby annulled and revoked.

And the commissioner will report to Court.

To the Clerk of the Circuit Court of Southampton County, Virginia.

Robert R. Prentis

VIRGINIA: IN THE CIRCUIT
COURT OF SOUTHAMPTON CO.

WILKINSON

vs.

WILKINSON ET ALS.

Decree.

Entered March 30. 1910

James L. McLemore

ENTERED - C.O.B.

PAGE 87 -

JOHN N. SEBRELL, JR.
Attorney and Counsellor at Law
NORFOLK, VIRGINIA

D. J. DOMINION PAPER CO., NORFOLK, VA.

WILKINSON

vs.

WILKINSON ET ALS.

This day this cause came on to be heard upon the papers formerly read, the petition of the Surry Lumber Company, a corporation, this day filed by leave of court, and the answer of Fannie O. Wilkinson, N. May Camp, T. O. Camp, Barton W. Wilkinson, T. A. Saunders, Trustee, and Margaret A. Stephenson, administratrix of N. T. Stephenson, deceased, and the answer of W. J. Sebrell, guardian ad litem for the infant defendants, and was argued by counsel.

On consideration whereof, the court doth adjudge, order and decree that this cause be referred to one of the commissioners of this court, who is directed to inquire and report to court whether or not the interest of the infant children will be promoted, or the rights of any other person injured by the granting of the extension of time within which to cut the standing timber sold to the Surry Lumber Company by authority of a previous decree entered herein on the 17th day of December, 1902, in accordance with a petition of the Surry Lumber Company filed this day;

2. Whether or not two hundred ($200.00) dollars will be a fair compensation to the parties in interest for an extension of time as prayed for in the petition aforesaid;

3. Who would be entitled to the money paid for said extension; and

4. Any other matter deemed pertinent by the Commissioner or required to be stated by any interested party.

-1912-

VIRGINIA: IN THE CIRCUIT COURT OF SOUTHAMPTON CO.

WILKINSON,

vs.

WILKINSON ET ALS.

DECREE.

Enter this: Jan. 15. 1912.

James L. McLemore

ENTERED - C.O.B.

PAGE - 213 -

Jan 2nd 1912

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

DOMINION PAPER CO., NORFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY.

WILKINSON,

vs.

WILKINSON ET ALS.

This day this cause came on to be further heard upon the papers formerly read and upon the report of John N. Sebrell, Jr., Special Commissioner, this day filed by leave of court, accompanied by receipts showing the payment by the Surry Lumber Company of the sum of fifty ($50.00) dollars to Margaret A. Stephenson, administratrix of N. T. Stephenson, deceased, to be applied on bond of Fannie O. Wilkinson to N. T. Stephenson and secured by deed of trust upon property involved in this suit; the sum of fifty ($50.00) dollars to Fannie O. Wilkinson, guardian of Sallie G. Wilkinson; the sum of fifty ($50.00) dollars to N. May Camp; and the sum of fifty ($50.00) dollars to Barton W. Wilkinson; the said report showing a proper execution of deed to the Surry Lumber Company as directed by a decree entered in this cause on the 17th day of May, 1910; to which report there is no exception, and was argued by counsel.

On consideration whereof, the court doth approve and confirm the said report.

It appearing that nothing remains to be done in this cause, it is ordered that the same be removed from the docket, with the right to any interested party to re-instate same upon motion.