

998-006 Chancery Causes: Mary L. Deke + al VS R. R. Turner + W. D. Turner
Isle of Wight County

Plat

other SURNAMES: Gwaltney,
Young, Boykin, Urquhart

W.S. Holland p. 5

Delk et. al.

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Turner et. al.

Filed with expts.

Sept. of the. 1894

Second Sept. Ruler. Tent.

exd. & de: nices.

1st Qtrs. Rls. Bill
taken for Conf. & act
for hearing,

April term 1895

Vacation Rls.

Vacation De May 4th 1895

April term 1898

Final

In the Circuit Court of Isle of Wight county, Virginia:

Second Sept. Rules 1894.

Your orators Mary L.Delk, S.E.Delk, L.A.Gwaltney who was D Delk and L.H.Gwaltney her hus husband and J.K.Delk respectfully represent to the court:

That they are seized and possessed of a certain tract of land lying being and situate in Isle of Wight county in the state of Virginia containing by estimation six hundred and fifty acres more or less which is bounded by the lands of Mrs Mary Stephenson, W.W.Cofer, the estate of James B.Urquhart deceased, Stephen N.Urquhart and others, that your orators inherited this land from S.D.Delk except the said Mary who is the widow of said S.D.Delk and that they are possessed of a good and perfect title in fee-simple absolute to said property and that no one else has any interest therein.

Your orators say that only a few days ago they received a notice in writing from R.R.Turner and W.D.Turner son of said R.R Turner a copy of which is herewith filed marked "A" and prayed to be taken and read as apart of the bill of complaint. Your orators are by said notice informed that on the 8th day of September 1894 the said Turners will enter upon the said land and proceed with all reasonable dispatch to cut the timber on said land 12 inches and upward on the stump on the said tract of land which said notice purports to give certain reasons why the said Turners claim the said timber or the right to cut the same, one of which is the authority given by a paper which said notice says was made by Samuel D.Delk, M.L.Delk, J.E.L.Delk, T.G.B.Delk M.A.Delk M.P. Delk and N.P.Young trustee bearing date May 1st 1885 and duly recorded in the clerk's office of the county court of Isle of Wight county in deed book No. 50 page I by reference to which it will be seen that the time therein named to cut and carry away the said timber *and other rights therein* has long

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by expiring him to do so and the deed is now inoperative & void since expired and that since the expiration of said time the said timber has grown and improved very much and since the date of that paper the price and value of first class timber has increased a great deal, as much as two fold as your orators are advised and believe. Your orators say that ^{even if said deed of July 1885 was valid & binding} said Turners have not faithfully complied with a single condition ^{therein} ~~in the said paper~~ contained but have broken and totally disregarded the same, and not only have the said Turners failed to keep and perform the said contract on their part and disregarded all its obligations, conditions and restrictions, but they have by words, actions and promises abandoned the same and annulled the same by various offers to make new contract and by making another contract. Your orators say that after May 1st 1882 the said Turners after prolonged and protracted offers and negotiations looking to a new contract in reference to said timber and land made a bargain to buy the whole tract of land from your orators and to pay them therefor the sum of thirty-five hundred (3500) dollars on the following terms, to wit: one thousand (1000) dollars in six months from the first day of January 1883, and one half the remainder in twelve months and the balance in eighteen months with certain condition which will appear hereafter and in order to make that bargain as solemn and binding as as it was possible to do the said R.R. Tuner with whom all the former transactions had been, for himself and his said son made, signed and delivered to two of your orators a memorandum in writing, the original of which is herewith filed as an exhibit marked "B" and is prayed to be taken and read as a part of this bill. Your orators say this memorandum was made and signed after negotiations and was made with the understanding that the other parties in interest would be bound as well as the two signing and that the said R.R. Tuner well knew this fact and your orators then and there understood that

The said W.D. Turner had been advised of and would accept the new contract a memorandum of which is here shown and that the parties on both sides who signed the same signed for themselves and for those not then present and it was also understood that another paper was to be drawn soon which would explicitly state the contract in the said memorandum contained and your orators had one prepared and presented it to the said Turners for signatures offering themselves to sign the same and the said Turners then and there objected to some minor details of the instrument thus presented and refused to ~~sign~~^{sign} for that reason only, and said then and there that they would stand by the agreement as contained in the said memorandum and the parties then separated expecting the said Turner to present a paper embodying such details as they desired or that they would content themselves with the said memorandum in accordance with the declaration aforesaid to that effect, and your orators say that said Turners have since that ^{Time} made no intimation ^{to them} that they would not be bound by that contract till the notice above alluded to was delivered ^{to} them. Your orators insist that this contract to pay the thirty five hundred dollars for land, timber and all was fair and reasonable and binding, your orators believe that this sale was and is for much less than the value of the property.

Your orators deny that Sam. D. Delk in his life-time extended any contract, and they say that said Sam. D. Delk was dead long before the the last contract for the sale of the land and timber was made, and they deny making any promises, speaking any word or doing any act by which the said Turners could possibly obtain a right to cut said timber as they threaten to do in the said notice except as contained in said exhibit "B" and they say that not one penny of the said sum of thirty five hundred dollars has ever been paid, but if the said Turners will comply with the said contract by

X paying the money now due with legal interest from the time it became due they will convey to them a good title to the property and that is all they could be reasonably or legally required to do.

Your orators say that they cannot accept the money in the hands(as in said notice stated) of R.E. Boykin attorney for several reasons one of which is, it is not offered in whole or in part of any debt due ^{them} ~~us~~ but is offered as a "compensation" for the timber remaining on the land. How the Messrs Turner or their attorney ever arrived at such a sum of money ^{they} ~~we~~ know not. Surely they do not mean ^{to} constitute themselves judge and jury and assess damages and then say your orators must accept it under pain and penalty of having all their timber cut. Your orators have made no agreement to accept such a compensation. If they had a mind to agree to anything in the way of compensation as it is called surely no such sum as that named would be accepted.

Your orators say that on the 1st day of May ¹⁸⁸⁵ ~~1886~~ said property belonged to the heirs of Jeremiah Delk who was the father of J.E. L. Delk, T.G.B. Delk and Sam. D. Delk and was afterwards by said heirs conveyed to said Samuel D. Delk and now belongs to the widow and children of said Sam. D. Delk who are your orators. And they say that if the said Turners ever paid any money on the paper dated May 1st 1885 above alluded to, a copy of which is herewith filed as an exhibit marked "C" and is prayed to be taken and read as a part of this bill of complaint, it must have been paid to the said heirs of Jeremiah Delk who are named therein as the grantors and not to your orators, but as to this question of payment as stated in said notice your orators ask for explicit, legal and proper proof in the event the court shall deem such a question a pertinent one.

Your orators deny that said Turners have any right to cut or remove any said timber except and until they pay the sum of \$2500 with interest.

Your orators are informed and believe that said Turners are insolvent and that they do not think damages could be assessed for the threatened trespass and if damages could be assessed no recovery could be made, they insist upon the right to hold the land as their property as they file here, but are willing to stand by their contract as set forth.

set out in the new order given as an exhibit marked "B" which is the only contract now valid or in force in reference to said timber or land, and they are not willing to stand by it but insist on it being complied with.

In tender consideration whereof and for as much as your ~~complain~~
~~ants~~ or orators are remediless save in this court where such matte^{rs}
are alone and properly cognizable your orators pray that R.R.Tuner
and W.D.Turner be made parties defendants to this bill and required
to answer the same, but an answer on oath is hereby waived as provi-
ed by statute in such cases, and they pray that an injunction be
awarded ^{to} your orators ^{servants} enjoining and restraining the said R.R.
Turner and W.D.Turner their agents and attorneys from cutting or
removing any tree or timber from the lands hereinbefore described
and from going thereon for the purpose ^{of} laying any track or making
any preparation to cut or carry off any of the said timber and
from doing any act towards the same on the said land till the fur-
ther order of court, and they pray that said injunction be made per-
petual and forever binding, that said R.R.Tuner and W.D.Turner
be required to pay the sum of three thousand and five hundred
(3500) dollars with interest thereon from the the time it was due
as provided in the memorandum of agreement as set forth in exhibit
^{and that said defendants be required to comply with and fulfill}
"B" filed with this bill, that in case any question of damages
should in any way arise in this court an issue out of chancery be
made up and tried ^{by a jury} at the bar of this court, that all such orders
enquiries and accounts be ordered as the nature of this case may
require, that all such other and further general relief may be
afforded as to equity and good conscience may seem meet. And
your orators will ever pray.

W.S. Hollans. f. v.

Virginia:

County of Isle of Wight to wit:

I, John M.Taylor a Notary Public in and for the county aforesaid
in the state aforesaid do certify that S.E.Dolk one of the orators
named in the above written bill of complaint came before me in my
said county

Mary L. Dolk
S.E. Dolk
L.A. Swatby &c.
L.H. Swatby
J.K. Dolk
W.S. Hollans
their atty.

*all the conditions of said contract in said memo.
contained and that he is in full well do like were on their
party.*

and made oath in due form of law that the statements contained in the foregoing bill of complaint are true and correct to the best of his knowledge information and belief.

Given under my hand this 5th day of September 1894

John M. Taylor

N.P.

On motion of the plaintiffs by counsel, and for good cause shown, ⁱⁿ anjunction is awarded the plaintiffs to enjoin and restrain the defendants, R.R. Turner ^{W.R. Turner accounts} [^] their agents [^] and attorneys from going upon the lands in the bill and exhibits mentioned to cut any tree or timber and from doing any act or acts in the way of preparation to cut or carry off any tree or timber on or from the said land till the further order of court. But the plaintiffs are

not to have the benefits of this order till one of them or some one for ~~him~~ ^{them} shall enter into bond before the clerk of the Circuit Court of Isle of Wight county in the penalty of \$ 500.00 with surety by the said clerk deemed sufficient, made payable and conditioned according to law.

A. S. Watts

judge of

the Court of Hustings for the city of Portsmouth.

To the Clerk of the

Circuit Court of

Isle of Wight County.

September 6th 1894.

Del. 1801.

Vol. 10. Chapter 10.

Section 10. 10.

10.

Del. 1801. Chapter 10.

10.

Del. 1801. 10.

State of Virginia, County of Albemarle.

I, M. H. Boykin, a Commissioner in Chancery for the Clerk of
Court for the County of Albemarle in the State of Virginia, do hereby
certify that R. H. Thomas, whose name is signed to the foregoing
instrument, is a resident of the County of Albemarle, State of Virginia,
and is entitled to the benefits conferred by law.
Given under my hand and seal of Office this 1st day of February, 1905.

Clerk of Court.

Typeset at 81.

...to the fact that the defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions. The defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions. The defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions.

With regard to the defendant's claim that the plaintiff has been damaged by the defendant's actions, the defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions. The defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions. The defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions.

As to the defendant's claim that the plaintiff has been damaged by the defendant's actions, the defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions. The defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions. The defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions.

And further, the defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions. The defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions. The defendant has not been able to establish that the plaintiff has been damaged by the defendant's actions.

title at the date of the said deed, and at the time of the agreement hereinafter particularly mentioned.

That some time in the year 1849, Dawson Delk departed this life having first made and published his last will and testament, in which, after certain small specific legacies and devises, he devised and bequeathed all of his estate to his nephews, T.G.B. Delk, J.F.L. Delk and Saml. D. Delk, the latter the husband and father of the complainant's copy of said will is herewith filed marked A and prayed to be read as a part of this answer.

That Jeremiah Delk, the father of the said T.G.B. Delk, J.F.L. Delk and Saml. D. Delk, the executor named in the said will was qualified as such executor.

That some time in the year 1853 the said Jeremiah Delk departed this life, having first made and published his last will and testament, in which he devised a tract of land to the said T.G. Delk, another tract to the said J.F.L. Delk, and to the said S.D. Delk the "Old Place".

That under the residuary clause of the will of Dawson Delk large sums of money came to the hands of the said Jeremiah Delk, his executor as aforesaid, but that the said Jeremiah Delk did not in his life settle or properly settle on account of his transactions as executor as aforesaid, nor did he pay to the said T.G.B. Delk, J.F.L. Delk and S.D. Delk the amounts respectively due them as residuary legacies and devises under the will of the said Dawson Delk, nor was the account due them paid to his executor after his death.

That at the Oct. Term 1886 a bill in chancery was instituted by the said T.G.B. Delk, J.F.L. Delk and S.D. Delk against the executor of Jeremiah Delk to so settle his estate with account of 1886 and 1887 as aforesaid.

That various proceedings were had in said suit, which are not pertinent or necessary to this answer, but which will fully and at large appear from the records of said suit, lately recorded in the Circuit Court of the County of Isle of Wight, a copy of which is unnecessary and would involve it is unnecessary to record of this suit, but reference thereto is hereby made, and it was ascertained that the estate of the said deceased Dalk, and her personal was insufficient to pay off and discharge to the said T.G.B. Dalk, J.B.L. Dalk and S.D. Dalk the amounts due to the said Jeremiah Dalk as executor as aforesaid.

That the several tracts or parcels of land of which the said Jeremiah Dalk died seized and possessed were exposed to sale by the decree of said Court in said suit and were purchased in severalty by the said T.G.B. Dalk, J.B.L. Dalk and S.D. Dalk, the said S.D. Dalk becoming the purchaser of the "Old Place", but neither of the said parties paid the purchase price thereof, nor was a deed executed to them by the Commissioner of said County as hereinafter mentioned.

That by their deed bearing date May the 1st 1885, the said T.G.B. Dalk, J.B.L. Dalk and S.D. Dalk said and conveyed to these defendants the timber on the tract of land in these proceedings mentioned, to wit, the Old Place, for the sum and price of \$2500.00, to be paid in three equal payments as in said deed mentioned; a copy of said deed is herewith filed marked 1 and is to be read as a part of this answer, a copy also being filed with the complainant's bill.

That by their further deed bearing date May 1st 1885, the said T.G.B. Dalk, J.B.L. Dalk and S.D. Dalk conveyed to these defendants the timber on that certain other tract known as the "Mill Swamp" and all other part of the lands of the said

and under the said contract, the said S.D.D. was to pay to the said S.D.D. for the annual sum of \$50.00, the said sum to be paid in the said extended period.

That the said S.D.D. was to pay to the said S.D.D. for the annual sum of \$50.00, the said sum to be paid in the said extended period. The said S.D.D. was to pay to the said S.D.D. for the annual sum of \$50.00, the said sum to be paid in the said extended period.

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but the said F.C. Deck

that the said agreement and that there was no further
inducement or consideration for the payment of the
said sum of money and that the said sum of money was
paid as a gift.

That notwithstanding the protest of the said parties and
admission of the parties of the complaint as aforesaid,
they continued in default in failing to perform the
said agreement and that the said parties were, in fact,
in default of the said agreement.

May 1891

That the said parties were, in fact, in default of the
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S.E. Del.

ownership of the timber in controversy, but which was not sufficient to justify an extension of their debt to that point or the removal of their debt to that liability entered into an agreement with the said S.F. Deik and J.K. Deik to purchase the said land and the timber thereon for the sum of \$350,000.00, and to signed the paper writing filed with the complainants will and marked exhibit B therewith.

That nothing was received and received the said R.R. Turner signing the same on behalf of himself and the said W.D. Turner, and the said R.R. Turner had no authority whatever to enter into or sign such an agreement on the part of the said W.D. Turner, but the said R.R. Turner

W.D. Turner
admits that if the complainants had promptly prepared and signed an agreement according to the terms of exhibit B, he believes that he would have acquiesced in the transaction and would not have repudiated the action of the said R.R. Turner.

The said R.R. Turner admits that he signed the said paper marked exhibit B, and if the said parties had complied with the agreement, and signed a deed in accordance therewith, he would have considered himself bound by the said paper and would have signed the deed and paid the purchase price.

That some time thereafter, several months at least, the said J.K. Deik and S.F. Deik presented to the said R.R. Turner, at the office of J.E. Boyin a deed purporting to be given in accordance with the said agreement marked exhibit B, but which was totally variant therefrom. That the said deed provided that the several payments were to be made in currency on the very day that the deed was given, and that in the event that any payment was not made on the day it was due, the deed was to be null and void, and that from the said

reproduced the memorandum filed with the complainants bill, and the defendant averred that the parties separated with the full understanding that the defendant would assert their rights to cut the said timber or timber at the agreement's expiration other than exhibit B.

These defendants are informed and are aware that even if the agreement entered into as aforesaid marked exhibit B had been made and executed with the knowledge consent and concurrence of the said W.D. Brown, these defendants are relieved from all obligation thereunder, as the complainants declined to perform and fulfill the same, and insisted on the performance of another and different agreement thereby prejudicial to their interests, and having themselves violated the said paper they have not and are not performing or to perform.

These defendants admit that they sent to the complainants the notice filed with complainants bill, as they had determined if necessary to invoke the aid of a court to allow and permit them to cut the timber for which they had paid in full, and which they were prevented from cutting by the unconscionable and inequitable acts and omissions of the complainants, and before giving the notice aforesaid they had deposited in the hands of the said R.E. Brown a certified check for the sum of \$450.00 being the amount of three years extension stipulated for in their first agreement with the complainants, which amount was full compensation for the complainants for any delay in cutting the said timber, and is they without any legal excuse for such delay, and is largely in excess of any damages which the complainants can sustain thereby.

And further averring these defendants say that a contract was made with the said complainants for the cutting of timber for an extension of 30 days and beyond the said

if defendant is not to be bound by the statute in writing is required by the statute the said letter of the said S.D. Del. was not compliance therewith, and the complaint would be dismissed on agreement of defendant to pay and with him.

These defendants are informed and advised that independent of any agreement, verbal or written, between them and the said S.D. Del., or between them and the complainants, the law would require a forfeiture of their right to sue the said timber upon the payment of proper compensation, which they have always been ready and willing to pay, and they offer to pay such sum and amount as the court may determine.

The said defendants aver that they have been at all times ready and willing to pay the sum of \$450.00 as compensation for said timber, and other or further sum as the court may determine.

These defendants are further informed and advised that if their failure to pay the said sum of \$450.00 to the complainants in the period fixed therefor in the absence of any agreement for an extension, would operate as a forfeiture of their right to sue the said timber, and a total loss of the sum of \$450.00, and they stand ready to pay the sum of \$450.00 to the complainants.

Complainants

The complainants are informed and advised that if the defendants fail to pay the sum of \$450.00 to the complainants in the period fixed therefor in the absence of any agreement for an extension, would operate as a forfeiture of their right to sue the said timber, and a total loss of the sum of \$450.00, and they stand ready to pay the sum of \$450.00 to the complainants.

"On motion of the plaintiffs by counsel, and for good cause shown, an injunction is awarded the plaintiffs to injoin and restrain the defendants R. R. Turner and W. H. Turner, their agents, servants and attorneys from going upon the lands in the bill and exhibits mentioned to cut any tree or timber and from doing any act or acts in the way of preparation to cut or carry off any tree or timber on or from the said land till the further order of Court." The bond required by the Judge according the above injunction has been executed with surely deemed sufficient.

Teste, N. P. Young Clk.

Del R. M. & Co.

SUBPOENA
IN
CHANCERY.

U.S.

Turner R. R. and
W. H.

W. S. Hall and p q.

To Second Sept. Rules,

1894, Circuit Court.

Executed by delivering to the within named R. R. Turner & W. H. Turner each a true copy of the within summons, Sept 8th 1894 Re A. Edwards Off

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU, That you summon R. R. Turner and co. d.

Turner

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight
at the rules to be held for the said Court on the third Monday in September, 1894,
to answer a bill in Chancery, exhibited against them in our said court by Mary
S. Delk, S. E. Delk, S. A. Gwattonney, who was Delk,
and S. H. Gwattonney, her husband, and J. K. Delk

And have then there this writ. Witness, A. O. Young Clerk of our said
Court, at the court-house, the day of September, 1894, and in the 119th year
of the Commonwealth.

A. O. Young clerk

The Depositions of R. R. Turner and others taken before me W. E. Kitchen, a Notary Public in and for the county of Isle of Wight pursuant of + to agreement of parties at the office of R. E. Boykin Smithfield Va. on the 30th, day of April 1895 to be read as evidence in behalf of R. R. Turner & W. D. Turner in a certain suit in equity depending in the ~~ca~~ircuit court of the county of Isle of Wight wherein ~~in~~ said R. R. & W. D. Turner are defendants and S. E. Delk and others are plaintiffs.

Present R. E. Boykin ~~XXXXXXXXXXXX~~ attorney ~~for~~ defendats

" W. S. Holland attorney for the plaintiffs.

The witness R. R. Turner, being duly sworn, deposes as follows:

Quest 1 Please state your name, age, residence and occupation?

Ans. My names is R. R. Turner, age 56 years, occupation lumber merchant, residence Isle of Wight county.

Ques. 2 Are you engaged in the manufacture of lumber, ^{of} how long ^{is} engaged?

Ans. I am, and have been engaged in the lumber business 22 years.

ques. 3 Examine the deed now handed you and ask ^{To be filed} the ~~five~~ here-with and state whether not it is the orignal of the deed from Sam. D. Delk, T. G. B. Delk J. E. L. Delk and others to R. R. Turner & W. D. Turner for the timber in the bill and proceeding ~~an~~ of this suit mentioned?

Ans. The plaintiffs by attorney excepts to the last question and to any answer thereto, and objects now and at all times hereafter in the taking of this testimony to the introduction of said R. R. Turner, for the reason that he is one of the orignal parties to the deed or contract under which the defendants claim by their answer filed in the papers of this cause and the said

#2.

Saml D. Delk & J. E. L. Delk two of the other original parties being dead and incapable of testifying, especially is this objected in reference to any testimony by said R. R. Turner relating to any matter or matters between Saml. Delk the father ~~MM~~ ~~MMMMMM~~ and husband of the plaintiffs. And the defendants.

Ans. This is the original contract.

Ques. 4 Have you cut the timber mentioned in said deed and if not state in detail and specifically the causes and reasons for not cutting the same?

Ans. It is hereby agreed that the foregoing exception may be made upon the hearing of this cause to each and every question and answer to and by Mr. Turner as if repeated at the end of each question and answer.

Ans. I have not cut the timber sir; in the spring of 1888 I commenced to build a tram road to said timber for the purpose of manufacturing it and while so engaged I saw Mr. Saml. Delk and asked him if he would not grant me an extension of time as it would be to my interest to cut other timber before manufacturing that, which he very readily consented to do for the sum of \$65. per year with manure that was made by my team while cutting said timber and on conditions that I were not to locate my saw mill in an open field and put any saw dust thereon, I afterwards went with my son W.D. Turner to Mr. Delks house in Surry county and had a further conversation in reference to the matter, it was agreed that I should prepare a deed in accordance with the agreement made and he would sign it, a short time thereafter said contract was prepared and I started and got over half the distance from my residence to Mr. Saml. Delk's for the purpose of having the said contract signed but learned of his death and returned home. As soon as I ascertained who qualified upon Mr. Sam. Delks estate and learning

#3.

that Mr. Edgar Delk his son qualified as administrator of his fathers estate I came to see him in the town of Smithfield and approached him upon the subject of the extention of time stating to him that he knew his father had ~~made~~ this arrangement with me he said that he knew that but his father was dead and altered the case very much, that there would have to be a different arrangement made, that they could not think of extending the time for that amount of money, I asked him what he would do and he agreed to extend the time for \$150. per year. I came to see Mr. R.E. Boykin my counsel and he accompied me to P.D. Gwaltney's peanut factory where Mr. Delk was employed and we then had a further conversation in reference to the same matter, he was asked by my counsel Mr. Boykin if he was autherized to act for all parties conserved, his reply was that they would acquiesce in what ever he did, Mr. R.E. Boykin was instructed to draw up the paper to that affect which he did do and delivered it to Mr. Delk to get the signatures of all parties concerned, after the elaps of months he said that would not sign it, but he himself was willing to stand by what he had said, he then claimed that ^{on account of the timber} owed the estate several hundred dollars, which I disputed, he also stated that I would have to produce receipts for every dollar of the money otherwise he would bring suit against me. Having paid his father in drafts and checks I had no receipts after due diligence secured the drafts and check from my commission merchants and banks showing that I had over paid about a hundred dollars. One check being in dispute, he afterwards agreed with me if I would pay that disputed amount that they would sign the contract which amount was paid to his attorney Judge Geo. Atkerson, after an elaps of time they ^{Mr} father refused to sign said contract and having ample time by due diligence to cut and remove said timber I commenced to build the second road and graded

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#4.

about a mile and a half of track and expended about five hundred dollars in trestling and Etc. knowing it to be greatly to my advantage to get an extension of time I came to the town of Smithfield and saw Mr. Edgar Delk and explained to him what I was doing and that I would get the timber off in the time specified, but I greatly preferred to get an extension of time if it was possible to do so he stated to me that if I would go and see his brother Keney Delk who was then in the employ of Mr. L.H. Gwaltney that I might probably make so arrangements with him which would be satisfactory, I did go to Mr. Gwaltney's store and there made an agreement with Mr. Delk for an extension of one year with the privilege of three for the sum of three hundred dollars per year to be paid in advance after the time had expired according to the original contract and a house pattern of good merchantable lumber 20 X 20 the said Keney Delk promised to have the said agreement drawn up and bring it to Smithfield where all parties could sign it, failing to do so after an elaps of several weeks I went in person to see Mr. Delk, he gave reasonable excuses why he had not complied but would come to Smithfield as soon as Mr. Gwaltney returned from Baltimore time passed on and he did not comply with his promise, I went again to see him and he made another promise, several weeks elapsed and he did not comply with that knowing that the time of the original contract, I went to see him again on the day before the expiration of the contract, he promised to be in the town of Smithfield early next day and bring the agreement with him, I and my son waited until very late in the afternoon and he came in late that evening and Mr. S.K. Delk and his brother Edgar came into R.E. Boykins office about 8 o'clock at night and produced the con-

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tract which was not in accordance with my understanding, said contract so produced stated upon its face that I was to pay the sum of \$900. in advance, whether I took one or three years to cut said timber and to furnish the house pattern of clear heart lumber, which contract I positively refused to sign, after the elaps of several weeks, being desirous to avoid any litigation in the matter I approached Mr. Keyney Delk and agreed to sign the contract presented, he said that is out of the question now, your contract has expired and the timber is ours and if you want it you will have to pay every dollars it is worth.

Ques. 5. I understan you to say that in the spring of 1888 you started to run a tram track to the timber in question for the purpose of cutting the same, that whilst you were so engaged you saw MR.S.D.Delk and asked him for an extention of time, which he readily consented to give. Please state accurately the nature of the extention and when the ~~ext~~ention was to begin and the annual amount to be paid therefor?

And. The nature of the extention was that he to extend the time to one year with the privilege of five for \$65. per year to commence from the time the orignal contract expired.

Ques. 6. Did you have more than one with conversation or interview with him upon this subject?

Ans. Some two or three times.

Ques. 7 State where these conversations or interviews were had?

Ans. First one was in the field at his residence in Surry county. the second was when he came to me for the purpose of getting money while I was engaged in building said road to the timber, after making known his business he remarked that I thought you wanted an extention of time, I said so I do, he said you need not go to any farthe

expense I will sign a contract at any time, that evening I discontinued work on the track, he promising to come and fix the matter with me, failing to do so I wrote to him in reference to the matter, he answered my letter by making the same proposition that he first made and telling me to fix the contract and bring it to his house and he would sign it, which I did write and started to his house but learned of his death and returned home.

Ques. 8 Please state who if any one was present at the time of the conversation which took place between you and Mr. Delk while you were building the track to the lumber for the purpose for cutting the same, when he agreed to extend the time as you have just stated.

Ans. I was building track across the lands of Mrs. James Urquart beyond Capt. WM. Pressons land, Mr. Sam. Delk came to Mr. Pressons house and Capt. Presson accompanied Mr. Delk to where I was at work and heard our conversation.

Ques. 9/ Was the said sum of \$65. to be paid annually and in advance at the beginning of each year of the extended period or at the end of each year of such period?

Ans Question excepted to the because leading and because the answer thereto may call for the contents of a letter just casually alluded to. Plaintiffs would ask for the production of any letter or other writing alluded to by the witness such letter or writing being the best evidence.

The defendants reply that the question is not directed to the contents of the letter but to the conversation or agreement which has been testified to by the witness and stated to have taken place in the presence of Mr. Presson.

Ans. It was to be paid annually but not specified at what time it was to be paid as Mr. Saml. Delk and myself were on the most inter-

mate terms he knowing full well that he could get the \$65. when ever he desired it.

Ques. 10 You have stated that on the very day of the agreement for an extention made with you by Mr. S. D. Delk you stopped work on the track you were then vuilding please state whether or not you ~~suspended~~ this work by reason of the said agreement and in consequence of the extention granted? Excepted to.

Ans. That was my only reason if he had not agreed to the extention I would have continued the track and cut the timber as I was only about a mile and quarter from the timber with the said track.

Ques. 11 You have stated in these depositions that you received a letter from S. D. Delk subsequent to the ~~abn~~versation above mentioned, in which he agreed to extend the time for cutting said timber, please produce said letter if in your persession or subject to your controll?

Ans. I cannot produce said letter it having been misplaced or ~~lossed~~ but can prove contents of the letter by parties who read it.

Ques. 12 I understand you to say that the said letter has been lost or misplaced, please say whether or not you have made careful and diligent search for said letter and with what result?

Ans. The letter ~~has been~~ refered to, has been diligently searched for and has not been found.

Ques. 13 Have you made repeated searches for the same? Excepted to

Ans. My papers had been overhauled more than a half a dozen times and that letter with several other important papers were found missing.

Ques. 14 Please state as accuriatly as you can the contents of said letter?

#8.

Ans. The contents of the letter that he would grant me an extentin of time one year with the privilege of five for \$65. per year and the manure made from the team while operating on his place.

Ques. 15. Where were you when this letter was received and who was present and by what persons if any, other than your self was the said letter read?

Ans. I was at my residence, my son W.D.Turner and my wife Marthya R. Turner and the wife of my son W.D.Turner were present, my son W.D.Turner and my wife Martha R. Turner read the contents of the letter.

Ques. 16 After reading the letter what disposition was made of the same?

Ans. I gave the letter to my wife to put away as I did all other papers.

Ques. 17. Do I understand that it was your habit to give your wife your papers to put away? Excepted to.

Ans It has been my habit all of my life to give my wife all papers that I considered of importance.

Ques. 18. Please state if you know, whether your wife has searched for said letter and if so with what success?

Ans. She has looked for the letter more than a week and not been to find it.

Ques.19. Please state if you can do so, about the time of the first conversation with Mr. S.E.Delk in Smithfield as to an extention of the time for cutting said timber.

Ans. I do not remember the exact time, it was somewhere about May or June 1890.

Ques. 20. You have stated that it was shortly after you had heard of Mr. S.E.Delk's had qualified as administrator of his father. Do you remember when MR. S.D.Delk died?

Ans. To the best of my recollection it was in Feb. 1890.

Ques. 21. Please state specifically the terms of the agreement made by you and Mr. S.E.Delk as to an extension of the time to cut said timber and the amount to ^{be} paid ~~the priv~~ for the privilege?

Ans. I made the arrangements with MR.S.E.Delk in the presence of R.E.Boykin my counsel to pay \$150. per year annually in advance ~~for the privilege~~ for one year with the privilege of three said payment to commence at the expiration of the original contract.

Ques. 22. Why was Mr. Boykin present?

Ans. Because Mr. Boykin was my counsel in all matters and I had been to see him after seeing Mr. Delk and he accompanied me to see Mr. Delk to ascertain from him the agreement made between us so as to prepare a contract in accordance with said agreement, which he proceeded to do at the request of Mr. Delk and myself and delivered the same to Mr. Delk to obtain the signatures requisite to the contract.

Ques. 23. Were the terms of agreement as you above detail them stated by both you and Mr. Delk in the presence of Mr. Boykin that he might prepare the contract?

Ans. ~~Agreement~~ The ~~between us~~ was stated to Mr. Boykin by both of us he was authorized to prepare contract at once according to said agreement, which he did do and delivered to Mr. S.E.Delk to obtain the proper signature to it, which contract Mr. Delk promised to have signed at once by all parties concerned, but failed to do so from time to time for the elaps of several months, giving reasons therefor that some of the parties lived at a distance in the country that he could not leave his business to attend to it, never failing on each occasion that I saw him ^{to promise} to have the contract properly signed as soon as he could conveniently leave his business to do so.

Ques. 24. State as near as you can the length of time which elaps-

ed between the verable agreement with Mr. Delk and the time when you were informed by ^{him} that the parties in interest other than himself declined to sign the contract prepared by Mr. Boykin?

Ans. As near as I can reccollect some seven or eight months.

Ques. 25. State whether or not during that period you were expecting that the parties in interest would sign said contract?

Excepted to.

Ans. I was perfectly confident that as soon as Mr. Delk could see all parties conserved that the promises made would be complied with.

Ques. 26. You have stated that some time after the refusal of the parties to sign said contract Mr. Delk stated to you that you were indebted to his father or his father's estate on account of said timber several hundreds of dollars and that you would have to produce receipts for the amount paid on account of said timber of else he should bring a suit against you, but that he subsequently agreed that if you would pay balance due or claimed to be due by him the parties in interest would sign the contract which had been prepared, please state who was agreed upon to ascertain the balance due if any?

Ans. Jud. Atkinson on their part and Mr. Boykin on mine to ascertain of there was any difference, the amount of money claimed by them was on another tract of timber known as Mill Swamp tract as well as this, after getting all of my voucher it showed that I had over paid this debt about one hundred dollars, being desirous to obtain the extended time and upon their promise, if I would pay what was due the estate that they claimed to be due by me, the parties at interest would sign the contract, that ~~+~~ according to Judge Atkinson estimate of what was due and their promise to sign said agreement I paid the to their attorney Judge Atkinson through

Mr. R. E. Boykin the amount of money estimated by Judge Atkinson to be due.

Ques 27. What amount was claimed by Mr. Delk or Judge Atkinson representing Mr. Delk to be due by you on account of the several tracts of timber that you mention?

Ans. I think it was somewhere about \$92. and some cents.

Ques. 28. Was the correctness of this amount admitted by you or by Mr. Boykin your attorney or did you claim that you had voucher which showed that you had overpaid Mr. S. D. Delk the amount properly due him?

Ans. I disputed the claim, being positive that I had vouchers to show that I had over paid the estate.

Ques. 29 ~~MM~~ ~~MM~~ ~~MM~~ ~~MM~~ why then did you pay to Judge Atkinson the sum of money that you have mentioned?

The plaintiffs are informed that there is a receipt in existence for this money and it being writing made and signed at the time is the best evidence and they call for that receipt, and the plaintiff most respectfully objects to oral testimony tendering to contradict, add to, alter or explain written testimony in the possession of the defendants.

The defendants reply that he proposes to introduce all written evidence in his possession relative to this matter, but proposes to introduce the same at the proper time and place and that he is not seeking to contradict, add to, alter or vary the terms of a written instrument with in the meaning of the rule on that subject.

Ans. ~~MM~~ ~~MM~~ ~~MM~~ ~~MM~~ being desirouse to obtain their signatures to the contract and ~~they~~ ^{he S. D. Delk} promising in the presence of R. E. Boykin if I would pay the amount of money claimed by them, they would all sign the contract and through the advice of Mr. Boykin I paid the amount so claimed.

#12.

ques. 30. Please examine the paper marked "B" now handed you and asked to be filed by the notary as an exhibit with these depositions, state by whom made and in whose hand writing it is?

Ans. Made by Judge Atkinson and in his hand-writing.

Ques 31 Examine said paper and say whether or not it is a statement in the hand writing of Judge Atkinson showing the several amounts due by you to S. D. Delk on account of the timber on the Mill Swamp tract of land and on account of the timber in controversy together with the payments made thereon, the balance due by you as ascertained by Judge Atkinson and a receipt from Judge Atkinson as attorney for the administrator of S. D. Delk for such balance?

Excepted to for several reasons appearing on the face of the question.

Ans. This is a statement made by Judge Atkinson and in his own hand writing, it shows all the payments with the exception of one which payment was in dispute and by that payment not being allowed it shows a balance due the estate of S.D.Delk of \$92,17

Ques. 32. Does it show on what account the several amounts paid by you were in fact paid?

A Excepted to because the witness has said that his vouchers showed that he overpaid S.D.Delk about \$100. and if this be true and it is desired by the defendants to go into the question of payments for the accuracy of the receipt attached to exhibit "B" then the plaintiff call for all those vouchers they being best evidence of what was paid. And for the further reason that the exhibit "B" shows on its face to be full settlement by the parties of a particular transaction and the plaintiffs except to the reopening of such a question.

The defendants reply that they do not desire or propose to open the

#13.

question in any manner or in any purpose the plaintiffs have alledged in their bill that the said R. R. Turner & W. D. Turner have not paid in full for the said timber in accordance with exhibit "B" filed with said bill, the purpose and object of said question is to show by statement "B" filed with these depositions and questions to be propounded that the defendants have not only paid in full for the said timber but have paid the amount claimed by the plaintiff to be due thereon and that he made such payment though he did not admit the correctness of the same upon the promise of S. D. Delk that the parties interested in the timber would sign the contract hereto fore mentioned and that the amount was paid and for that reason and for that reason only that therefore he is not seeking to reopen of payment but to establish and his reasons for paying an amount in excess of what he considered due.

The plaintiffs rejoin by saying that they deny and expect if nessary that the defendants did not pay one cent more than was due under their contract, that the money paid was all a balance due on contract and that if it is to be claimed that one epnny more than what was justly due has been paid then the defendants ought to produce all vouchers and all written evidence in their possession to make good said contention.

Ans. Showed on account of the timber, the Mill Swamp & Old place there were ~~two~~ tracts of timber bought jointly from S.D.Delk T.G.B.Delk & J.E.L.Delk for the sum \$3750. to be paid to each of the three parties in equal parts, this voucher shows the payments made to S.D.Delk as one of the parties interested.

Ques. 33. Please state whether or not said statement and receipt shows the payment in full to S.D.Delk and to his administrator of his proportion of the purchase price of the said several tracts

#14.

of timber?

Ans. It does

Ques. 34. Please examine the paper marked exhibit "C" now handed you and asked to be filed by the notary ~~MMMM~~ as an exhibit with these depositions and as a part thereof and state whether or not it is a deed from Saml. D. Delk, J.E.L.Delk & T.G.B.Del and others for the timber on the Mill Swamp tract of land mentioned in these depositions.? Excepted to.

Ans. This is the original deed.

Ques. 35. The consideration recited in the last mentioned deed is \$1200. and the consideration received in the deed ^{for the timber} in controversy is \$2500. making the price of the timber on the two tracts of land \$3700. are you not mistaken therefore when you said in answer into foregoing question ~~when you said~~ that the price of the two tracts ~~of the two tracts~~ of timber was \$3750.?

Ans. Not having seen the deed for the Mill Swamp timber for several years the impression on my mind was that the purchase price was \$1250. and thus the discrepancy in the \$50.

Ques. 36 Am I correct in understanding from your answer to the foregoing question that you have paid in full to S.D.Delk in his in his life time and to his administrator since his death the amount due S.D.Delk for his estate his proportion of the purchase price of the several tracts of timber above mentioned?

Ans. I have.

Ques. 37. Will you please state whether you have paid to T.G.B. Delk & J.E.L.Delk respectively their proportion of the purchase price of the said several tracts of timber?

Ans. I have several years ago.

Ques. 38. You have stated in your depositions that after the refusal of the heirs of S.D.Delk the plaintiff in this cause to

sign the contract prepared by Mr. Boykin that you started for a second time to run your tract to the timber in controversy in order that you might cut the same, please state as near as you can the time you again commenced preparations to cut said timber, whether you suspended your operation looking to that end and if so your reasons for so doing?

Ans. 1891 after the parties refusing the contract drawn by Mr. Boykin I commenced to grade a route from the present location of my mill to the Old Place tract of lumber I think as near as I can remember the latter part of April or 1st, of May 1891 and did saw and haul to the swamp dividing the Delk timber from my present location some hundred thousand feet of lumber for the purpose of building a trestle across said swamp and did expend about \$500. in material and labor, but after having commenced to build the trestle I came to the town of Smithfield, saw Mr. S.E. Delk, told him what I was doing also stated to him that I had obtained a right from Stephen N. Urquart to put all of the logs on Mrs. James Urquart land that I could not manufacture into lumber before my time would expire but that I greatly desired if possible to get an extension of time rather than to hurried into the matter, he then told me that if I would go up to see his brother Kena Delk who was then living with L.H. Gwaltney that I could make arrangements with him for an extension of time, I did go and had a talk with Mr. Delk and we agreed upon an extension of time, which was to this affect, that they would extend the time one year with the privilege of three for the sum of three hundred dollars per year to be paid for annually in advance each year, after the expiration of the original contract, I was to also to give him a house pattern of good merchantable timber for a house 18 X 20 or 20 X 20 but I I think 18 X 20, he promised in accordance to our agreement to

have said contract drawn at once and properly signed and bring to R.E.Boykins office for his approval by myself and son, relyin upon the promises made me and believing that they would be in good faith kept I discontinued the building of the track to the said timber, waiting several months for the compliance of said agreement and becoming uneasy in the matter I went to see Mr. Delk again, he gave me plauseable excuses why he had not complied with his agreem~~nt~~ which excuses I excepted in good fatih and waited some two or three months longer, went to see him again made me other promises which he did not comply with, about two days before the contract expired I went again to see him and he promised to be down to Smithfie d early the next day to sign said agreement, but did not come until very late in the afternoon and him and his bother S.E. Delk came into R.E.Boykin's office about 8 o'clock at night with the contract drawn not in accordance with my understanding, I refused to sign, the original contract on the following morning I waited some sever weeks and being desirous to obviate any litigation in the matter, I pproposed to sign the contract p roduced in Mr. Boykins office on the night before expiration of the contrat the next day, his reply to me was that the timber was then theirs and if I ever got it I would have to pay every dollar it was worth.

Ques. 39. You have stated that in consequence of the agreement with Mr. Kena Delk to extend the time of cutting said timber, you suspended your operations, would ^{you} have suspended them but for such agreement on his part? Excepted to.

Ans. I certainly would not have done so, I had ample time by due diligence to cut the timber and remove it to the lands of Mrs. James B. Urquart that I gotten the consent of Stephen N. Urquart reported on what I could not have manufactured into lumber.

Ques. 40. Then I understand that you suspended your operations

looking to the cutting of said timber solely in consequence of the promise of Mr. Kena Delk that the time for cutting the same would be extended on the terms you have mentioned, am I correct in my understanding? Excepted to.

Ans. ~~MMMMMMMMMMMMMM~~ ~~MM~~. You are.

Ques. 41 Under the agreement with Mr. Kena Delk as to which you have testified, were you to pay the sum of \$900. for the extension though you took but one year to cut the timber or were you to pay \$300. for each year of the extended time that was consumed in cutting the timber? Excepted to.

Ans. My agreement with Mr. ~~MM~~ Kena Delk was that he was to grant me an extension of one year with the privilege of three, at the expiration of the original contract that I was to pay him \$300. in advance for each year that I took to cut and remove said timber from the land and a house pattern, I think 18 X 20 out of good merchantable timber, nothing whatsoever was said to me by Mr. Kena Delk about paying \$900. in advance whether I took one or three years to cut and remove said timber until he came to Smithfield on the night before the contract expired next day that was the proposition then made which I repudiated.

Ques. 42. Wherein did the written contract produced by Mr. Kena Delk differ from the verbal agreement as to which you have testified

Ans. In this particular that I was to pay the full sum in advance whether I took one or three years to cut and remove said timber and to furnish him a house pattern of clear heart lumber which would have amounted in all to half of the purchase price of the said timber.

Ques 43. Have you ever declined to sign a contract embodying the terms of ^{the} verbal agreement between yourself and Mr. Kena Delk?

Ans. I never have, but at all times have been willing to do so

#18.

Ques. Are the defendants in this cause ready and willing to pay a fair compensation for any delay on their part properly attributable them in cutting said timber?

Ans. We are and have always been ready to do so.

Ques. 45. Are the defendants in this cause ready and willing to sign the agreement delivered to Mr. S.E.Delk?

Ans. We are and have always been anxious to do so and have made every effort to have said agreement signed.

Ques. 46 Are the defendants in this cause ready and willing to sign an agreement embodying the terms of the verble agreement with Mr. Kena Delk as to which you have testified?

Ans. We are ready at any time to do so and to comply with said verble aggeement.

Ques. 47. Are the defendants in this cause ready and willing to make such just compensation as may be detimined by the court for any delay properly attribable to them in cutting said timber if such delay there be?

Ans. We are ready to do so at any time.

Ques 48. Examine exhibit "B" filed with the plaintiffs bill and state whether ~~for~~ not you signed the same, what timber ~~timmm~~ is alluded to therein what specific authority you had to enter into the same and your reasons if any for not complying therewith?

Ans. I did that is my signature. It alludes to the timber ~~timmmmmmmmm~~ inontrovercy it is sometimes called the Beavor Dam and some times Delk's Old Place, I had none what ever on the part of my son, but believed that he would radify any action of mine, my reason for not complying therewith was when the agreement between the Delks and myself was drawn up it stated upon its face that I was to pay \$1000. in cash in case of the event of my failure to pay second payment on the very day that it fell due I forfeited

#19.

all right in claim to any part of the first payment made and in case of the first and second payment being made and my failure to comply with the third on the very day that it was due or any part thereof that I forfeited all right and claim to any part of the two first payments so made and that agreement should be null and void, I presented the said paper to R.E.Boykin my counsel and he advised me against signing any such paper so drawn, I then delivered the said paper to Mr. S.E.Delk and then told him that I was ready to sign a properly drawn paper at any time, he declined to produce any other writing except the one just referred to.

Ques. 50 Do I understand that the agreement or deed that you allude to in your answer was deed or agreement purporting to carry out the terms of the agreement filed with the plaintiff's bill marked exhibit "B"

Ans. It was.

Ques 51. Did that agreement or deed correctly embody the terms, purpose and meaning of the agreement marked exhibit "B"?

Ans. It did not.

Ques. 52. In whose possession is that deed or agreement?

Ans. I do not know, I delivered it to Mr. S.E.Delk.

Ques. 53. Would you have signed the agreement or deed if it had correctly embodied the terms, purport and meaning of exhibit "B"?

Ans. I would have unhesitatingly done so and complied with the terms .

Ques.54. Have you made every effort that could properly be required of you to carry into effect each and every agreement that you have entered into with Mr. S.E.Delk or with Mr.Kena Delk?

Ans. I have made every honest effort to do but without avail.

Ques. 55. Mr. Turner will you please state why you agreed to buy the land and the timber thereon and to pay therefor the sum of

#20.

\$3500. though it appears from the testimony in this case that ^W had already paid \$2500. for the timber on said land and though it appears from your testimony that various agreements had been made with you to extend the time of cutting said timber?

Ans. While in my judgment a great outrage and far in excess of its value but having other timber in close proximity to it and being desirous of avoiding any litigation in the matter I consented to buy the tract of land.

Ques. 56. Will it pay you to move your mill to the locality of your timber near the timber in controversy unless you can cut the said last mentioned timber? Excepted to.

Ans. It would not.

Ques. 57. It is alleged in the bill that the timber in controversy has greatly enhanced in value since the time you purchased the same from S.D.Delk, T.G.B.Delk & J.E.L.Delk and in-perentially that the price paid therefor was inadequate, please state whether or not the sum of \$2500. is the full value of said timber?

Ans. At the time the timber was purchased by us lumber was in great demand and the Messrs. Delks got expert judges to go over that timber with them and estimate its value, I gave the parties \$500. more for the timber than their friends estimated its value from this fact that, then as I now do own a railroad within a mile and half of said timber and could afford to pay more for it than any one else, having an outlet to get it to market in my judgment the tract of timber today would not bring \$1500. remove the railroad from its close proximity to it and on account of the large depreciation of sawed lumber in the past two or three years.

Ques. 58. Am I to understand from the foregoing answer that \$2500. is the full value for said timber?

Ans. That is my honest opinion.

Ques. 59. Was the said tim

#21.

Ques. 59. Has the said timber enhanced in value since you purchased the same?

Ans. In my opinion it has not.

Ques. 60 You are positive that it is worth no more than you paid therefor?

Ans. If I did not have a railroad in close proximity to it and it was offered for sale tomorrow I would not think of giving over \$1500. for it.

Ques. 61. What is a fair value for the land after the timber is cut therefrom?

Ans. It isnt worth the taxes you would have to pay on it.

Ques. 62. It is alleged in the plaintiffs bill in substance that the plaintiffs had prepared and presented to the defendants a contract embodying the terms of exhibit "B" and the defendants refuse to sign the same because they objected to some minor details of the instrument thus presented and the parties then separated expecting the said defendants to present a paper embodying such details as they desired, or that they would content themselves with the said exhibit "B" , Will you please state whether or not you positively refused to sign the contract presented to you and whether or not you in any manner indicated that you would content yourself with said exhibit "B" or whether or not it was understood that you on the part of the defendants would present another contract or paper or did you indicate in any manner that you would take legal steps to protect the rights of the defendants?

Excepted to.

Question withdrawn.

#Ques. 63. It is stated in the bill

Extension
Commence May or June 1st 1895

They claim the big fire
occurred in Aug-1895-

How long did it take
him to locate and
put down mill-

He has admitted all of
this timber had been cut
and the tops made the
fire very intense

~~13th June
Clark collected
1900 in all
burnt area
1895~~

~~1st Aug of May
1895
Extension~~

1888
October 15 Amount brought forward
By Light Draft
" Balance

293 87
125 00
168 87
293 87

1889
May 1 To Balance
" Light Draft
By Light Draft
Balance

168 87
3 00
173 87
75 00

To interest to January 21 1891. 14 8m 20 sup

98 87
10 21
10 28

1888
June 1 To Balance
" Light to July 28 1888
May 1 " 3rd Deferred payment
" Light to July 28 1888
By bank
Balance

7 61
25
277 78
4 07
289 71
15 00
274 71

Light to October 15 1888.

3 52

To Balance
By Light Draft

278 23
125 00
153 23

1889
May 1 Light to note

3 00

By Light Draft

158 23

75 00

83 23

To Light to July 16 1891

8 94

92.17

Received July 17 1891 of R R Turner & Son \$17.17 for
Wells and the balance shown to be due by the above statement by
them to Samuel W Wells for wood sold by S W Wells, J E L Dick
and George Wells under two contracts sold May 1st 1885,

Wm R Atkinson atty for
S W Wells admin of S W Wells,

Wm R R Turner & Son

To Sumner D Wells

1885

July 24 To Cash payment for Wood on

31 By Light Draft to R J Thomas

November 1 To 1st deferred payment for Do

" Sub to June 26th 1886 7 M 25 days.

1886

July 1 " 2nd deferred payment " Do

" Sub to June 26th 1886 7 M 25 days

May 1 " 3rd deferred payment " Do

" Sub to June 26th 1886 1 M 25 days

June 26 By Draft to R K Chapman at 30 days sight.

dated May 18th 1886 and paid this day

" Balance

100 00

100 00

100 00

3 92

100 00

2 41

100 00

92

306 00

1 25

307 25

307 25

" To Balance

" Sub to July 31st 1887 1 M, 1 M, 5 M

1887
May 1

" 1st deferred payment for Wood

" Sub to July 31 1887. 2 M.

By Draft of June 23/87 paid July 31st 1887

" Balance

1 25

08

277 78

2 78

277 77

4 12

281 89

281 89

July 31 To Balance

" Sub to June 14 1888 5 M 14 days

Nov 1 " 2nd deferred payment for Wood

" Sub to June 14th 1888

1888
January 1

By Dft of Dec 12 1887 paid to day

" Balance

4 12

11

277 77

3 38

277 77

7 63

285 26

285 38

To Balance

" Sub to October 15 9 M 1 day

May 1 " 3rd deferred payment for Wood

" Sub to October 15 1888 5 M 13 days

and carried forward

7 63

34

277 78

7 64

295 37

Delk.M:S.et als.

Vs. In Chancery.

Turner.R.R et al.

Rough Decree April 23^d 1895.

To be entered.

Robert R. Turner

Entered #21

Delk.M.S et als.

Vs. In the Circuit Court of the County of Isle of Wight.

Turner,R.R,et al.

By consent of parties in term entered of record,it is ordered that this suit be submitted to the Judge of this Court in vacation for further proceedings to be had therein,with leave to either party to take evidence herein before submitting the said cause for decision.

Deek et al
p } in Chancery
Turner et al

X
agreement of
compromise.

MEMORANDUM OF AGREEMENT OF COMPROMISE

It is mutually agreed between the plaintiffs and defendants as follows:

(1) That the defendants shall pay to the plaintiffs the sum of thirteen hundred and sixty two (\$1362) dollars on or before the the first day of July 1895, with the legal interest from date till paid, and shall within the year 1895 ^{furnish and} cut for the plaintiffs ^{free of cost} a two story house pattern ^{18x24} to be of good merchantable lumber except, that the weather boarding, box boards, corner boards, window & door framing to be of heart not inferior to number 2 grade, which timber is to be delivered in the open field on the tract of land on which the timber in controversy stands, and that in case of a failure to pay said sum of \$1362. with interest from date on or before July 1st, 1895, then R.E. Boykin and W.S. Holland who are hereby appointed and constituted trustees for that purpose shall, after ^{advertising} ~~advertising~~ the time, terms and place of sale, ^{for ten days} sell the timber in controversy for cash at public auction and out of the proceeds of sale, pay first the costs of sale, pay next the said sum of \$1362. with interest from date till paid to the plaintiff's, and pay the balance to the defendants:

(2) That the plaintiffs agree and bind themselves their heirs and assigns to extend ^{and do hereby extend} the time, terms and conditions ^{contained in} of a certain paper writing marked exhibit "A" and filed herewith as apart of this agreement, which paper bears date May the 1st, 1885 and has been recorded in the clerks office of the County Court of Isle of Wight county in deed book #50 page 1, till May the first 1897.

(3) It is mutually agreed that the defendants shall not put any saw dust, shall not locate any saw mill or machinery, and shall not construct any house, ~~shanty~~, or shelter on the open ^{land} ~~portion~~ now enclosed by fence on the tract of land named in exhibit "A" and it

#2.

is further mutually agreed that if the defendants construct any tram way or railroads on any portion of said enclosed ~~portion~~ field, they shall not do any grading in the field, and shall construct gates at the entrance and exit, and shall keep said gates in repair and closed so that ~~the said railroad or tramway may not interfere with the culti~~ all stock shall be kept out of the field.

(4) That in case of a sale by trustees as herein before provided the sum of one hundred ~~and~~ fifty (\$150.) dollars in addition ^{to} ~~of~~ the aforesaid sum of \$1362. shall be paid to the plaintiffs in lieu of the house pattern, and that in case of no sale and the payment of the said sum of \$1362. on or before July the 1st, 1895, then the defendants shall execute their bond, with W.P. Wilson and Martha R. Turner as sureties, in the penalty of one hundred and fifty (\$150.) dollars, payable to the plaintiffs and conditioned for the faithful performance of this writing so far as it relates to the furnishing and delivering of the house pattern herein before mentioned, and that in case of a failure to execute and deliver said bond at the time of the payment of said sum of \$1362. then a lein is expressly reserved on the timber embraced in exhibit "A" for the furnishing and delivering of said house pattern.

(5) That each party shall pay their own costs in this suit.

(6) *Upon the payment of the said sum of \$1362. and interest to day of payment. The injunction heretofore granted in this cause is to be dissolved.*

R. E. Boykin
atty for defendants

W. S. Holl and
atts. for plaintiffs

Delk et. als.

vs.

Turner et. al.

Decree

To be entered.

Robert R. Dentis
May 4, 1895

Received and
entered 6th of
May 1895
D. M. Young clk

We consent to this decree.

W. S. Holland
att. for Plaintiff
R. E. Boykin att. for
defendants.

In the Circuit Court of Isle of Wight County in vacation this 4th.
day of May 1895.

Mary L. Delk, S. E. Delk, L. A. Gwaltney who was Delk and L. H.
Gwaltney her husband and I. K. Delk.

vs.

R. R. Turner & W. D. Turner.

This cause came on this day to be heard on the bill of
complaint and the answer of the defendants this day filed by
leave of court with general replication thereto, and on a memoran-
dum in writing setting out the terms of a compromise agreement
between the plaintiffs and defendants, marked X and filed in this
cause and was argued by counsel:

On consideration whereof the court doth adjudge, order
and decree that the said agreement of compromise be confirmed,
and rendered stable and binding by and between the parties, both
plaintiffs and defendants.

And the court by consent of parties entered of record
doth order that this suit be made a vacation cause to be further
proceeded with in vacation.

Robert P. Dentis. —

To the clerk of the Circuit Court of Isle of Wight County.

Deck et al
10 } du chery

~~Deck et al~~
Turner et al

Rough Diary
April 25th 1898
To be revised.

Robert R. Proutis.

Entered #5

Deek et al.

10 } In the Circuit Court of Den of Wight County.

Turner et al.

It appearing to the court that
the matters in dispute in this cause have
been compromised and adjusted, it is ^{by consent} ordered
that this suit be stricken from the docket.

Delk at a,
C. Z. M. C. C.,
Tusner at a

Ex bl. "b" field
with Rice
"

Isle of Wight County, Forwit:

I R. E. Bayhri a commissioner
in chancery of the circuit Court for the
County of Warrick in the state of Virginia
do certify that R. R. Turner & W. D. Turner
whose names are signed to the writing
hereto annexed bearing date May 1st 1885
have acknowledged the same before
me in my county aforesaid.
Given under my hand this 1st day of
May 1885.

R. E. Bayhri
Comm. in Chy

In the clerk's office of the county court of
Isle of Wight County the 20th day of February
1886 this deed from S. D. Delk wife and
others to R. R. Turner and W. D. Turner was
submitted to record on the annexed certificate
of C. D. Fort Notary Public and R. E. Bayhri
a commissioner in chancery

Teste G. M. Cooke Deputy
for M. P. Young clk.

A copy

Teste,

A. P. Young clk.

W. P. Delh. the wives respectively of the said
Saml. W. Delh. J. E. L. Delh, and T. G. B. Delh
whose names are signed to the foregoing
writing, bearing date as aforesaid, this day
personally appeared before me in said
County, and being examined by me
privately and apart from their respective
husbands, and having the said writing
fully explained to them, they each acknow-
ledged the said writing to be their act
and severally declared that they had
executed the same willingly and do not
wish to retract it.

Given under my hand this 29th day
of July A.D. 1886

C. N. Hart N. P.

State of Virginia
County of Solis of Right, To wit:

I C. N. Hart a notary public in
and for the state and County of aforesaid
certify that W. P. Young whose name is signed
to the foregoing writing, bearing date 14th day of
May 1885, this day personally appeared
before me in said County and acknow-
ledged the same to be his act.

Given under my hand this 30th day of July 1885

C. N. Hart N. P.

said premises a sufficient quantity
of said timber or lumber manufactured
therefrom to meet the said payments
hereinbefore agreed to be made or they
respectively become due and payable.
Witness the following signatures & seals.

Saml. D. Delk	seal
M. L. Delk	seal
J. E. L. Delk	seal
M. A. Delk	seal
T. G. B. Delk	seal
M. P. Delk	seal
A. P. Young, Justice	seal
for T. G. B. Delk & wife	
R. R. Turner	seal
W. L. Turner	seal

State of Virginia

County of Isle of Wight to wit:

I C. V. Hart a Notary public in
and for the State and County aforesaid
certify that Saml. D. Delk, J. E. L. Delk
and T. G. B. Delk whose names are signed
to the foregoing writing, bearing date 1st
day of May 1885 this day personally
appeared before me in said County and
acknowledged the same to be their
act respectively, and I further certify that
Mrs. M. L. Delk, Mrs. M. A. Delk and Mrs.

land known as "Delt's Old place" lying
and being in the county of Bell of West
and state of Virginia containing by es-
timation 600 acres be the same more
or less, and bounded as follows, on the
north by the lands of P. G. B. Delt, Mrs. Mary
Stephenson and W. H. Cofer, on the south by
the lands of Mrs. James B. Urquhart decd;
on the east by the lands of Stephen W.
Urquhart and on the west by the
Black Water river. The said timber to be
cut, and removed in Seven years from
the date of this deed, with full power and
lawful authority to the said R. R. Turner and
W. D. Turner to locate, construct, build and
maintain during the period aforesaid
upon the said land, all necessary Saw
Mills, houses and train tracks for the purpose
of cutting manufacturing and removing
said timber, and to remove the same at
pleasure. The said R. R. Turner and
W. D. Turner covenant and agree to and
with the parties of the first part that
they will purchase and receive the said
timber at the same and price and will
pay for the same at the times and in
the manner hereinbefore mentioned, and
that they will at all times reserve upon

This Deed made this 1st day of May 1885,
between S. D. Delk and Mary L. his wife
J. E. L. Delk and Margaret Ada his wife
T. G. B. Delk and Martha P. his wife and
W. F. Young trustee under a certain deed of
trust executed by the said T. G. B. Delk to W. F.
Young trustee for the said Martha P. Delk, parties
of the first part, and R. A. Turner and W. D.
Turner parties of the second part, Witnesseth
that the said parties of the first part for and
in consideration of the sum of Twenty Five
Hundred Dollars, to be paid to them by the
said R. A. Turner and W. D. Turner in three
equal installments, as follows, To wit; Eight
Hundred and Thirty Three Dollars and Thirty Three
1/3 Cents in two years from the date of this
deed; Eight Hundred and Thirty Three Dollars
and Thirty Three 1/3 Cents in two years and
six months from the date of this deed,
and Eight Hundred and Thirty Three Dollars
and Thirty Three 1/3 Cents in three years from
the date of this deed, doth give, grant bargain
and sell, the said W. F. Young trustee as afore-
said with the consent and approbation
of the said T. G. B. Delk and Martha P. his wife
with special warranty, and the undivided
share of the said parties with general warranty,
all of the timber twelve inches or the
stump and upwards, on the tract of

no timber to be
removed from the
land until the
second payment
is made and
only one half to be
cut before the
whole price is paid

J. R. Rhine
J. K. Deane
J. S. Deane
Witness P. W. Fier

Exhibit "B" filed
with bill

Dec 5 - 1892

I sell of Wright Co
known all men by
these presents that we
J R Deek & A E Deek of
the said County doth
convey & sell to
R R Turner of the said
County the Beaver

Dan Tract of land
for the sum of \$3500.⁰⁰/₁₀₀
on the following terms
one thousand of
the purchase money
to be paid in six
months from the
first of Jan - 1893
and half of the remain-
der in twelve months
the balance in
eight months

Steff it als.

vs

Zumme it als

Exhibit "H"

4

3

2

1

0

9

8

7

6

To W.L. Delk, S. Keger. Delk, Kena. K. Delk, Lelia Gwaltney, wife of
L.L. Gwaltney, and L.L. Gwaltney.

I hereby notify you that, on the 5th day of Sept next, we
shall enter upon and proceed to cut the timber, 12 inches on
the stump and upwards, on that certain tract of land, known as
Delks old place lying and being in the County of Giles of
West and State of Virginia, containing by estimation 600 acres

34 84
the same more or less, and bounded as follows, on the north
by the lands of F.G.B. Delk, Mrs Mary Stephenson and W.W. Coffey,
on the ~~xxx~~ south by the lands of Mrs James. B. Urquhart dead,
on the east by the lands of Stephen. W. Urquhart and on the
west by Blackwater River, which timber was conveyed to us by
Saml. B. Delk, W.L. Delk, F.G.B. Delk, W.A. Delk, T.C.B. Delk, W.P. Delk
and W.P. Young trustees, by their deed bearing date May the 1st
1895, and duly recorded in the Clerks Office of the County
Court of the County aforesaid in Book Book No 50 page 1.

We have placed in the hands of E. J. Perkins, our Atty, the sum of
\$450.00, which is subject to your order, to be paid to you as
compensation for the said timber remaining in said land from
May 1st 1895 to this date, and to cover the period to May 1st
1896, ^{should we be unable} in cut, fell and remove the said timber prior to said last
mentioned date, but we shall cut and remove the said timber
with the utmost dispatch. We claim the right to cut the said
timber by virtue of the said deed, having said the full con-
tract price, and by virtue of an extension of time within which
to cut the same granted us by Saml. B. Delk, in his life time, and
by virtue of your contract, actions, promises and agreements,
which prevented us from cutting said timber at an earlier
date.

August 20th 1896.

R.R. Turner
W.D. Turner

Call in P. & S. & S. & S.

to the office of the

W. B. Turner & Co. & S. & S.

From 26th 1886.
All in the office and
in the office.

A

Received Dec 30th
to 30 page 1.

tax	-	-	-	-	2.50
tax	-	-	-	-	1.50
tax	-	-	-	-	1.00
Chg	-	-	-	-	

cc

The said writing fully explained to them, they each acknowledged the said writing to be their act, and severally declared that they had executed the same willingly, and do not wish to retract it. Given under my hand, this 29th day of July A.D., 1885, C. H. Hart, N.P.

State of Virginia.

County of Isle of Wight. To wit:

C. H. Hart, a Notary Public in and for the State & County aforesaid, certify that N. P. Young whose name is signed to the foregoing writing bearing date 1st day of May 1885, at my personal appearance before me in said County, and acknowledged the same to be his act, given under my hand this 30th day of July 1885, C. H. Hart, N.P.

I see of right County Writ.

J. R. E. Boykin a com.

missioner in Chancery of the Circuit Court for the County aforesaid do the State of Virginia do certify that R. R. Turner & W. D. Turner whose names are signed to the writing hints an-
nounced hearing date May 1st 1885, has acknowledged the same before me in my said County. Given under my hand this 10th day of Aug 1885-

R. E. Boykin com. in
Chancery

In the Clerk's Office of the County Court of Isle of Wight County the 26th day of February 1886, This Deed from S. D. Bell wife to R. R. Turner & W. D. Turner, was admitted to record on the annexed certificate of C. H. Hart a Notary Public and R. E. Boykin a Commissioner in Chancery.

Test: G. M. Heath Deputy

for R. E. Boykin

Deed to als

Therence D. D. G.

Feb. 20. 1886

Therefore must the said payments
hereinbefore agreed to be made, as they
respectively become due and payable.
Witness the following signatures and
seals.

Saml D. Delk Seal
M. L. Delk Seal
J. E. L. Delk Seal
M. A. Delk Seal
J. G. B. Delk Seal
M. P. Delk Seal
J. S. Jones Trustee Seal
for J. E. L. Delk wife Seal
R. R. Turner Seal
W. B. Turner Seal

State of Virginia.

County of Isle of Wight To wit:

J. C. H. Stark, a Notary Public in and for the State
and County aforesaid, certify that Saml. D. Delk: J. E. L.
Delk and J. G. B. Delk, whose names are signed
to the foregoing writing bearing date, 1st day of
May 1885. This day personally appeared
before me in said County, and acknowledged
the same to be their act, respectively.
And I further certify that Mrs. M. L. Delk:
Mrs. M. A. Delk, and Mrs. M. P. Delk, the wives
respectively of the said Saml. D. Delk: J. E. L.
Delk, and J. G. B. Delk, whose names are
signed to the foregoing writing bearing date
as aforesaid, this day also personally ap-
peared before me in said County, and
being examined by me privily and apart
from their respective husbands, having

known as "Leeks and Place", lying and being
in the county of Lee of North and State
of Virginia, containing by estimation
650 acres the the same more or less,
and bounded as follows. on the North
by the lands of L. B. Duff, Mrs Mary
Stephenson and W. Weaver on the south
by the lands of Mrs James Burghart
decd, on the east by the lands of Stephen
N. Burghart and on the west by the
Blackwater River. The said timber to be
cut and removed in seven years from
the date of this deed; with full power
and complete authority to the said R. R.
Turner and W. R. Turner, to locate con-
struct, build and maintain during
the period aforesaid, upon the said
land, all necessary saw mills, houses
and tram tracks, for the purpose
of cutting manufacturing and removing
said timber, and to remove the same
at pleasure.

The said R. R. Turner and W. R.
Turner covenant and agree to and with
the parties of the first part, that they
will purchase and receive the said tim-
ber at the sum and price and will pay
for the same at the times and in the man-
ner hereinbefore mentioned, and that they
will at all times reserve upon said
premises, a sufficient quantity of
the said timber or lumber manufactured

This Deed made This 1st day of May 1885
between J R Beck and Mary L his wife,
J & L Beck and Margaret Ada his wife
J & R Beck and Martha P his wife and
A P Young trustee under a certain deed
of trust, executed by the said J & R Beck
to A P Young trustee for the said Martha
P Beck, parties of the first part and
R R Turner and W D Turner parties of
the second part. Witnesseth, that
the said parties of the first part, for
and in consideration of the sum of
Twenty Five Hundred Dollars, to be paid
to them by the said R R Turner and W D
Turner, in three equal installments, as
follows, To wit, Eight Hundred and
Thirty Three Dollars and Thirty Three $\frac{1}{3}$
cents, in two years from the date of this
deed, Eight Hundred and Thirty Three
Dollars and Thirty Three $\frac{1}{3}$ cents, in
two years and six months from the
date of this deed, and Eight Hundred
and Thirty Three Dollars and Thirty Three
 $\frac{1}{3}$ cents in three years from the date
of this deed, doth give grant bargain
and sell, the said A P Young trustee as
aforesaid, with the consent and approbation
of the said J & R Beck and Martha P his
wife, with, Special and the residue of
the said parties with general warranty,
all of the timber trees and vines on the
stump and upvaras on the tract of land

act and severally declared that they had executed the same willingly and do not wish to retract it. Given under my hand this 29th day of July A.D. 1883, C. H. Kent, N.P.

State of Virginia

County of Giles, Wight, Ex. Off.

I, C. H. Kent, a Notary Public in and for the State of Virginia aforesaid, certify that H. P. Jones whose name is signed to the foregoing writing bearing date 1st day of May 1885, said day personally appeared before me in said County, and acknowledged the same to be his act, Given under my hand this 30th day of July 1885, C. H. Kent, N.P.

Shall of Wight County to wit:

J. R. E. Boykin a Commissioner in Chancery for the Circuit Court for the County aforesaid in the State of Virginia do certify that R. R. Turner and W. A. Turner whose names are signed to the writing hereto annexed have acknowledged the same before me in my said County, Given under my hand this 4th day of Aug 1886,

J. R. E. Boykin J. Court

D. C. K. et al

Do

Turner et al

Filed 5th April 5-1886.

a. R. on appo.

annexed.

B

Recorded 29th

M. 5th p. 91-

Day - 1.20
Fm - 1.70
92.90

In the Clerk's office of the County Court of the County of Wight, the 5th day of April, 1886. This deed between D. C. K. et al and others and Turner et al, was admitted to record on the annexed certificate of C. H. Kent, a Notary Public, and J. R. E. Boykin comm. in Chancery.

Teste,

J. P. Young clk

manufactured therefrom to meet the
said payments, hereinbefore agreed to be
made, as they respectively become due,
Witness the following signatures and
seals.

Saml D. Delk

Seal

M. G. Delk

Seal

J. E. L. Delk

Seal

M. A. Delk

Seal

T. G. B. Delk

Seal

M. P. Delk

Seal

A. D. Young, Trustee

Seal

for T. G. B. Delk's wife

Seal

R. R. Turner

Seal

Seal

State of Virginia, } W. D. Turner
County of Isle of Wight. } To wit:

I, C. C. Hart, a Notary Public in and for the State and
County aforesaid, Certify that Saml. D. Delk, J. E.
L. Delk, and T. G. B. Delk, whose names are signed
to the foregoing writing bearing date 1st day of May
1883, this day personally appeared before me in
said County, and acknowledged the same to
be their act, respectively, and I further certify
that M. L. Delk, M. A. Delk, and M. P. Delk
the wives respectively of the said S. D. Delk,
J. E. L. Delk, and T. G. B. Delk, whose names
are signed to the foregoing writing bearing
date as aforesaid, this day also personally
appeared before me in said County, and being
examined by me privily and apart from their
respective husbands, and having the said
writing fully explained to them, they each ac-
knowledge the said writing to be their

all of the timber there incho on the
Tump and upwards, on the land known
as the "Mill Swamp Tract", situated lying
and being in the county of Lee of Wyo
and state of Virginia, and bounded as
follows. On the North by the lands
of Fannie Bailey and J. J. Presson on
the south by the stream known as "Mill
Swamp" on the East by the lands of J.
J. Presson and on the West by the land
of John Jones and J. S. E. Johnson, the
said timber to be cut and removed within
three years from the date of this deed,
with full power and lawful authority
to the said R. R. Turner and W. D. Turner
to locate, construct, build and maintain
during the period aforesaid, upon the
said land, all necessary sawmills, ~~houses~~
and tram tracks for the purpose of
cutting, manufacturing and removing
said timber, and to remove the same at
pleasure.

The said R. R. Turner and W. D. Tur-
ner, covenant and agree to and with the
parties of the first part, that they will
purchase and receive the said timber at
the sum and price hereinbefore men-
tioned, that they will pay the same at
the times and in the manner hereinbefore
specified, and that they will at all times
reserve upon said premises a sufficient
quantity of the said timber or the lumber

This deed made This 1st day of May
1888. between E B Beck and Mary L his
wife, J E Beck and Margaret A a
his wife, J E Beck and Martha P his
wife and J P Young trustee, under a
certain deed of trust executed by the said
J E Beck to the said J P Young trustee
for the said Martha P Beck, parties
of the first part and R R Turner and
W H Turner parties of the second part.
Witnesseth, that the said parties of
the first part, for and in considera-
tion of the sum of Three Hundred
Dollars, to be paid to them by the said
R R Turner and W H Turner, as follows.
Three Hundred Dollars in cash, on the
signing, sealing and delivery of these
instruments, and the residue in three
equal payments, to wit, Three Hundred
Dollars to be paid in six months from
the date of this deed, Three Hundred Dol-
lars to be paid in nine months from the
date of this deed, and Three Hundred
Dollars to be paid in twelve months from
the date of this deed, doth give grant
bargain and sell. The said J P Young
trustee as aforesaid by and with the con-
sent and approbation of the said J E B
Beck and Martha P his wife, and the
residue of the said parties of the first
part, with general warranty, unto the
the said R R Turner and W H Turner

Alth S. E. et al,

to { INJUNCTION BOND.

Commonwealth

*Executed & filed
Sept. 7th 1894.
//*

I know all Men by these Presents, That we S. Edgar Delk and
Samuel H. Gwaltney
are held and firmly bound unto the Commonwealth of Virginia, in the sum of Five
Hundred dollars, to the payment whereof, well and truly to be 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. And we hereby waive the benefit of our
exemptions as to this obligation, and also of any claim, or right to discharge any liability to the Common-
wealth 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 17th day of September,
one thousand eight hundred and ninety four.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas ~~thereabove bound~~ Mary H. Delk,
S. E. Delk, L. A. Gwaltney, L. H. Gwaltney, J. H. Delk
on their bill in chancery against R. R. Turner and W. D.
Turner

addressed to the Judge of the Circuit Court of the Isle of Wight County
has obtained from the ~~said~~ Judge of the Corporation Court of the City of Portsmouth an injunction to injoin and restrain
R. R. Turner & W. D. Turner, their agents, servants, and
attorneys from going upon the lands in the bill exhibits
mentioned to cut any trees or timber and from doing
any act or acts in the way of preparation to cut or carry off any trees
or timber on or from the said land
until the future order of the said court; and whereas it is provided, by the order of the said judge awarding
the said injunction, that the plaintiff shall not have the benefit thereof until the plaintiff,
or some one for them, shall enter into a bond, with good security, in the clerk's office of the said
court, payable to the Commonwealth of Virginia, in the penalty of Five Hundred
dollars, and conditioned to pay all such costs as may be awarded against the
said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now,
therefore, if the said M. H. Delk, S. E. Delk, their plaintiff shall pay all such costs as
may be awarded against them, and all such damages as shall be incurred in case the said injunc-
tion be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.

Executed in the presence of

S. E. Delk
L. A. Gwaltney



In the Clerk's Office of the County Court of the County of Isle of Wight
This day personally appeared before me A. P. Spragg, Clerk
of the Circuit Court of the County of Isle of Wight
Samuel H. Gwaltney, and made oath
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 Five
Hundred dollars, over and above all exemptions allowed by law.
Given under my hand this 17th day of September, 1894
A. P. Spragg Clerk.