

1907-004
Isle of Wight County

Chancery Cause

Johnson & Wimsatt vs W.

Mrs. Martha R. Turner, widow & R.

D. Turner, admr of Richard R. Turner

E. Boykin, trustee

Folder 1

other surnames: [John W. Poole & Son]
[C. C. Chalmers & Sons], Parker, Edwards
[A. B. Clarke & Son], Fergusson, Wamble,
Bailey, Atkinson, [Gay Manufacturing
Company], Lawrence, Lamb, Lacy

other surnames: Johnson,
Wimsatt, [Harrelson & Crump],
Harrelson, Crump, Lowenberg,
[Lowenberg, Pingus & Company],
Pingus, [Watkins Cottrell & Company],
[M. Cohen, Son & Company], Cohen,
Watkins, Cottrell, Chamblin, Allen,
[Chamblin & Scott], Scott, Paul,
[T. W. Wood & Sons], Wood, Clarke,
Pretlow, Finch, Laird, Taylor, Guy,
[Washington, Taylor & Company],
[Warren & Guy], Warren, Wilson,
[W. P. Wilson & Company], Walke,
[Henry Walke Company], [Virginia
Iron Works], Binns, Montague,
[Charles H. Binns & Company], Poole,
[Montague Manufacturing],
[Charles Lunsford & Company],
Lunsford, Holladay, Harwood,
[Harwood Brothers], [Virginia
Navigation Company], Chalmers

Johnson ^{and} Winchell

18. } Complainants
Bill

Jurors Adm. & Fals

Filed Jan. 1st 1902

2^d January rules 1902
some exhibits. bill and
exhibits filed de. nisi as
to all matters etc.

1st February rules 1902
Bill taken for confessed murder
of H. R. M. R. Junior, filed and
case set for hearing

March 11th 1902 In vacation
allowing conts. to amend bill, rept. of sale
confirmed by consent, to sell, make deed
Deposit. & for order 11th

April term 1902 Conf. report,
pay out, & for further & order

October term 1902. De conf. rept.,
to pay out, sell etc.

Jan. 13/1902 Collect make deeds & A

for enough to pay the debts, and they are advised that they and other creditors who may come in have a right to have the real estate of the said R. R. Turner deceased, sold to pay his debts.

In tender consideration, and for as much as your complainants are without remedy, save in this Honorable Court, where such matters are alone and properly cognizable, they pray that W. D. Turner, Administrator of R. R. Turner deceased, and in his own right, Mrs. M. R. Turner, widow of R. R. Turner deceased, and R. E. Boykin, Trustee, be made parties defendants to this suit, and to be required to answer this bill, but an answer on oath is hereby expressly waived; and they pray that if proper or necessary, a receiver may be appointed to take charge of the said property belonging to the estate of the said R. R. Turner deceased, and sell and dispose of the same under the orders of this Court; that if the personal property of the said deceased will not pay his debts in full, then they pray for a sale of his real estate and that the purchase price thereof be applied to the payment of the debts against the said deceased. Notice is hereby given that a fee for counsel conducting this suit may be asked for.

Your complainants pray that W. D. Turner, Administrator of R. R. Turner deceased may be allowed to sell the property in the bill and proceedings mentioned by private sale as well as by public sale whenever in his judgment a private sale will produce better results.

Your complainants pray that all such orders may be entered; all inquiries and accounts be taken, stated and reported to Court as the nature and contingencies of their case may require; and they pray for all such other and further general relief as to equity and good conscience may seem meet, and they will ever pray etc.

*Johnson & Winsatt
by W. S. Stollar
their attorney*

property which they regard as the most valuable at the present time is railroad-iron and steel. If exposed to sale under deeds of trust at Isle of Wight Court House, or other designated place, your complainants believe that such sale would result in a great sacrifice to all parties concerned. There are many other pieces of property including some land and some timber to which this allegation and opinion would apply. No personal reflection is hereby made on the Trustee, the contention is that no Trustee acting under the deeds could do as well as some on act-
under less restraint.

Your complainants say that R. R. Turner died intestate
Your complainants are informed by the said Dr. W. D. Turner, who is the Administrator of his said fathers estate, that almost all the real and personal property of the said father is embraced and included in the said deeds of trust, and it is very important, not only to your complainants whose debt depends very largely upon the manner of the sale of the said property and the skill, prudence and care with which the party selling the same does his work, but of vital importance to the interest of other creditors. It is difficult for your complainants to express the importance of discretion and judgment in the sale of the said property.

Your complainants hereby waive any and all rights under the laws of Virginia which they have to require the said W. D. Turner, Administrator of R. R. Turner, deceased, to sell any property at public auction. on the contrary, in order to obtain the best result they request that the said Administrator shall sell the property by private sale whenever in his judgment he can get a better price for it. In the opinion of your complainants, the said W. D. Turner, Administrator, is so situated as to be peculiarly qualified to sell and dispose of the said property to the best advantage for all parties concerned, and have full confidence in him, and therefore, they make this waiver and this request.

They are of opinion that the personal property will not sell

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

To the Honorable, Robert R. Prentis, Judge of the Circuit Court Of Isle of Wight County.

Your complainants, A. E. Johnson and W. A. Wimsatt doing business under the name and style of "Johnson & Wimsatt" of the city of Washington, D. C., respectively represent to the Court that for that for many years they have been personal and financial friends of the late R. R. Turner, of the County of Isle of Wight; advancing to him money and other things from time to time largely in excess of \$15000 over and above what has been paid back to them. This indebtedness is secured by various deeds made by the said R. R. Turner, and R. R. Turner and wife, and recorded in the Clerks Office of the County Court of Isle of Wight County, the originals or copies of which are herewith filed as exhibits and are marked "A" "B" "C" & "D" respectively, and prayed to be read as a part of this bill. Most of this indebtedness is further secured by Dr. W. D. Turner, the son of the said R. R. Turner. It is not the purpose of your complainants to release any lien they have; on the contrary, they insist upon every lien they have and wish to have the same enforced in that way and manner which will produce the best results, thereby enabling the estate of the said R. R. Turner to pay your complainants in full, and have money left for other creditors. After advising with the said Dr. W. D. Turner, and upon due consideration, your complainants believe and are advised that if this property is sold by the Trustee named in the deed in accordance with the terms and conditions of the several deeds, the property will not sell for enough to pay your complainants' debt; but, if some judicious person could be allowed to handle this property, it could be sold for a great deal more, and in that way your complainants could be paid and have good surplus left.. Your complainants say that one item of this

W.D. & M.R. Turner

ads

R.R. Turners aden et al.

Answer

Filed January 20th 1902

real estate of the said R. R. Turner deceased, in order to have a settlement of his indebtedness, and would prefer that the same should be sold, and that a full and final settlement of the said estate be made under the orders of this Court.

And now having answered the said bill, and denying all unlawful or improper combination, they pray to be hence dismissed with their cost in this behalf expended, and they will ever pray etc.

W. J. Turner
M. R. Turner

THE JOINT AND SEPARATE ANSWER OF W. D. TURNER AND M. R. TURNER, WIDOW OF R. R. TURNER DECEASED, TO A BILL IN CHANCERY EXHIBITED AGAINST THEMSELVES AND OTHERS IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY BY JOHNSON & WIMSATT.

These respondents reserving to themselves the benefit of all just exception to the many errors, inaccuracies and uncertainties in the said bill contained, for answer thereto, or to so much thereof as they are advised it is material for them to answer. Answer and say:

That the said W. D. Turner is the duly qualified Administrator of R. R. Turner deceased, as alleged in the said bill; that W. D. Turner is the only child, and M. R. Turner the widow of the said R. R. Turner, deceased, and are, therefore, his sole distributees; and that the said W. D. Turner is his only heir at law.

These respondents say that they are entirely familiar with the indebtedness of the said deceased to the said complainants, and they know the statement of the indebtedness in the said bill contained to be correct. There are some other debts outstanding and unpaid against the estate of the said R. R. Turner deceased, but these respondents are not advised as to the exact amount of this other indebtedness. They know to be true and admit that Johnson & Wimsatt are security as alleged.

These respondents fully agree with the said complainants as to the necessity of private sales of some of the property belonging to the estate of the said R. R. Turner deceased, and for that reason they severally waive any right in law they have to require the said Administrator to sell by public auction, on the contrary, they wish to request, and do hereby request, the Administrator of the said R. R. Turner deceased, to sell the property of the estate by private sale whenever in his judgment such a sale will best promote the interest of all the creditors and the distributees of the said estate.

These respondents think that it will be necessary to sell the

Johnson Whisatt

VS. { SUBPOENA
IN
CHANCERY.

Jennings adm'r. Estate

Wm. S. Hallam

p. 9

To Messrs. Jannoy Rules,
Quonit Court.

1902

B 3119

Entered in the City of Richmond Va January 16
- 1902 by detaching a copy of the within to
S S P. Williams

J. C. Smith Sergeant City of
Richmond Va
By J. W. Mason Depts. Engt

See back 579 P

The Commonwealth of Virginia,

Supt. of the City of Richmond
To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU that you summon

*W. D. Turner administrator
of R. R. Turner deceased and in his own right -
Martha R. Turner widow of R. R. Turner deceased: R. E.
Boydin trustee and J. T. P. Patterson trustee*

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 *January* 1902,
to answer a bill in chancery, exhibited against *them* in our said court ~~for~~

*by S. E. Johnson and W. A. Whinsatt doing business
under the name and style of Johnson & Whinsatt*

And have then there this writ. Witness NATHANIEL F. YOUNG, Clerk of our said court, at
the court-house, the *15th* day of *January* 1902, and in the 12th
year of the Commonwealth.

N. F. Young

Executed by delivering to each of the
within named W.D. Turner admr. &
in his own right Martha R. Turner
& R. E. Raykin trustee, on Jan'y 16th 1902

Rs. A. Edvard
Suff.

Johnson Wendell

VS. }
SUBPOENA
IN
CHANCERY.

Turner's admr. et als

Wm. A. Gallon p. q

To Second Chancery Rules,

Chancery Court.

1902

B 3119

The Commonwealth of Virginia,

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

WE COMMAND YOU that you summon *W. W. Inner administrator*
of R. R. Inner deceased and in his own right; Martha
R. Inner widow of R. R. Inner deceased, R. E. Baykin
trustee and S. S. P. Patterson trustee

to appear at the Clerk's office of the *Quaint* Court of the *County* of *Isle of Wight*
at the rules to be held for the said Court, on the *third* Monday in *January* 190*2*,
to answer a bill in chancery, exhibited against *them* in our said court for
A. E. Johnson and W. A. Winsatt doing business under
the name and style of Johnson Winsatt

And have then there this writ. Witness NATHANIEL F. YOUNG, Clerk of our said court, at
the court-house, the *15th* day of *January* 1902, and in the 12*6*
year of the Commonwealth.

N. F. Young cc.

5.4.0

5.41

Five and forty one one hundredths
Five and forty one hundredths.

N. F. YOUNG,
Clerk of the Courts of Isle of Wight County,
ISLE OF WIGHT C. H., VA.

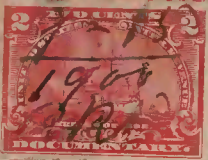
Mr. W. S. Hallam

Winchester

Virginia

Pay State Bank of Virginia,
RICHMOND, VA., OR ORDER,
HARRELSON & CRUMP,
RICHMOND, VA.

NO PROTEST



\$261.02 McChellands 9-15 1900

Thirty days after date I promise to pay
to Hamilton & Co. or order, without offset,
Two hundred and sixty one Dollars

Negotiable and payable at Planters Nat Bank Richmond
Value received. The drawer and endorser of this note hereby waive the benefit
of ~~1900~~ homestead exemption as to this debt.

No

Due

1900

W/5

R. R. Rhinns

The Banghman Stationery Co. Richmond, Va.

Pay State Bank of Virginia,
RICHMOND, VA., OR ORDER,
HARRELSON & CRUMP,
RICHMOND, VA.

NO PROTEST



\$6240 McChelland Nov 9-26-189
Thirty days after date I promise to pay
to Harrelson & Co or order, without offset,
Sixty 40/100 Dollars

Negotiable and payable at Planters No 1 Bk Richmond
Value received. The drawer and endorser of this note hereby waive the benefit
of the Statute exemption as to this debt.

137872

No

Due

Oct. 26

R R R

The Baughnuch Stationery Co. Richmond, Va.

Pay State Bank of Virginia,
RICHMOND, VA., OR ORDER,
HARRELSON & CRUMP,
RICHMOND, VA.



\$ 131 $\frac{73}{100}$

McClelland & Co Aug 31 1890

Sixty days after date I promise to pay
to Harrelson & Crump or order, without offset,
One hundred & thirty one $\frac{73}{100}$ — Dollars

Negotiable and payable at Planters Nat Bk Bld or
Value received. The drawer and endorser of this note hereby waive the benefit
of the exemption as to this debt
C. V. 30

NO PROTEST

1370

Due

R.P.J. Crump

WE DO NOT PAY CHARGES ON MONEY SENT BY EXPRESS.

STATEMENT . . .

T. A. HARRELSON,
RO. S. CRUMP.

FOLIO 350

RICHMOND, VA., JAN 13 1902 1901.

Mr. R. R. Turner

Mc Clellanas R.

IN ACCOUNT WITH

HARRELSON & CRUMP,

MANUFACTURING CONFECTIONERS.

AND

WHOLESALE FANCY GROCERS.

1900	TO ACCOUNT RENDERED,		
July 27	MERCHANDISE,	22	75
Aug 28		13	75
	note and Oct-15-1900	26	1 00
	" " " - 26 - "	60	40
	" " " - 31 - "	13	73
1901	Oct 19 To Cash	200	00
		689	63
1901	Oct 24 By Man	378	30
		311	33
	Int to date	3427	345 60

PLEASE RETURN THIS STATEMENT WITH REMITTANCE.

State of Virginia, }
City of Richmond, } to-wit:

I Jas A. Richardson, being first duly sworn before the undersigned,
Notary Public, do solemnly swear that I am agent for Harrelson &
Crimp carpenter of B. A. Harrelson
& Robert S. Crump
that to the best of my knowledge and belief R. R. Turner deceased
is justly indebted to Harrelson & Crump
in the sum of Three hundred eleven and 33/100 DOLLARS;
that the annexed account made a part hereof is a true and correct statement of the said indebtedness, no
part of which has been paid and against which there are no set-offs or counter claims; and that interest is
claimed on the said debt from the _____ day of _____ 19____ until paid.

Dated this 13th day of January 1902

Jas. A. Richardson

Subscribed and sworn to on this 13th day of January 1902 by the said
Jas. A. Richardson
State of Virginia. before me a Notary Public within and for the said City of Richmond,

L. Harris Sumner
Notary Public.

10030

R. R. Turner

\$8120

Oct 3rd 1901

PAY TO THE ORDER OF
AMERICAN NATIONAL BANK
RICHMOND, VA.,
WATKINS, COTTRELL CO
W. S. ROBERTSON, PRES.

WATKINS, COTTRELL CO.

W. S. Robertson Pres.



\$81 ²⁰/₁₀₀

McCluskey July 5 1907

Ninety days after date I promise to pay
to Matthias Coltrane & Co or order, without offset,
Eighty one ²⁰/₁₀₀ ————— Dollars

Negotiable and payable at Planters Nat Bank Richmond
Value received. The drawer and endorser of this note hereby waive the benefit
of ——— homestead exemption as to this debt.

AP

Due Oct 3

The Baughman Stationery Co. Richmond, Va.

RR Sumner

GEO. A. ATKINSON,
ATTORNEY-AT-LAW.

OFFICE OF
COUNTY JUDGE,
Isle of Wight County.

SMITHFIELD, VA. April 16 1902

Dear Sir

I enclose Longwharf Pines for record as RR
Sumner No. 162, 17, cashed, which please allow.
You and your family have our sincere sympathies

Yours truly
Geo. A. Atkinson

LOWENBERG, PINGUS & CO.,

Manufacturers and Jobbers of

BOOK

FOLIO

Boots and Shoes
Exclusively.

...Boots and Shoes,

...172 WATER STREET...

Net 60 Days.

Norfolk, Va.,

189

TERMS:
2 Per Cent. 10 Days.
3 Per Cent. 30 Days.

Sold to

R. R. Turner
McClendon Va

LOT No.	PRS.			CASE	No.
Feb 6	1	Bals	200		
	1	Pal	125		325
Feb 12	2	Gross Laces	40 80		
		postage	14		97
Oct 30	1	Swiss Pal	100		100
May 2	4	Oxfords	150 600		
	6	"	1 6		
	2	Runners	110 220		
	6	Oxfords	125 750		
	3	Bals	165 495		
	3	"	210 630		
	6	"	200 15		
	3	"	150 450		
	1	Oxfords	225	5470	
May 7	1	Oxfords	125		
	1	"	100	225	
				6217	
				175	

Interest

State of Va. City of Norfolk to wit:

This day personally appeared before me
Geo. D. De, a notary public for the City aforesaid,
in the State of Va. O. J. Lowenberg of the firm of
Lowenberg Pingus & Co, who make oath and
says that the above account amounting to
Sixty two dollars and 17/100 dollars and interest
against R. R. Turner is correct
and just, that no part of said amount
has been paid, and that there is no
offset to the same.

In witness whereof my hand this Fifteenth day
of April 1902 My commission expires Dec. 30/1904.
Geo. D. De, N.P.

[Signature]

GEO. A. ATKINSON,
ATTORNEY-AT-LAW.

OFFICE OF
COUNTY JUDGE,
Isle of Wight County.

SMITHFIELD, VA. April 13 1909

Dear Sir. Please find the enclosed claims vs
Estate of R R Sumner decd
Execution in favor of the Cohens, ^{Gov} for the hundred
dollars with due time Aug 4 1901, and \$3,650
The this execution was in hands of Officer at date of Sum
ners death I claim it is a piece of Sumners uncol
lected property,
Watkins because the sale at 90 Cts per \$1901, 8120
American Stamp. But on date of sale of \$311,82 with
interest,

I expect to see you before the 17th

Yours Truly
Geo A Atkinson

M. Cohen Son & Co.

vs.

}

**ABSTRACT
OF JUDGMENT.**

A. P. Turner

B33116

Virginia:

In the County Court of the ~~County of Isle of Wight~~

City Petersburg Va

October 22^d

Term, 1901..

M. Cochran Son & Co.

Plaintiff

versus

R. R. Turner

Defendant

Judgment in favor of the Plaintiff against the Defendant for the sum

of *one Hundred Dollars*

With interest thereon at the rate of six per centum per annum, from

August 4th 1901

until payment.

Cash \$3.65

Subject to the following credits:

A FIERI FACIAS issued from the Clerk's office of said Court on the _____ day of _____ 190____
returnable to the _____ thereafter, directed to the _____
of the County of Isle of Wight, who hath made return thereon in the words and figures following, to wit: _____

This Judgment was duly docketed in the Clerk's office of the
County Court of the County of Isle of Wight on the *23^d*
day of *October* 1901..

Judgment Docket No. *3* Page *17*

Teste:

A. J. Young

Clerk.

A. J. Young Clerk.

p. q.

McClure Smith
n. 3/4 3/4 ifr.
R. R. Turner

Came to Luccid
Oct. 24th 1901. 12 M.
Ro A. Edwards
Suff.

1902. Jan 1st 1902.

I have paid the
property to Sates
this execution the
any part thereof.
Jan 1st 1902.

Ro A Edwards
Suff. of
Island Light
Co. Inc.

THE COMMONWEALTH OF VIRGINIA, *Sheriff of Isle of Wight County*
To the ~~Sergeant of the City of Petersburg~~ Greeting:

We command you, that of the goods and chattels of *R. R. Turner*

late in your bailiwick, you cause to be made the sum of *One hundred dollars*
with legal interest thereon from the 4th day of
August, 1906, till paid, which Charles
Allen and Fred Coleman, partners
trading as M. Cohen, Son & Co.

late in our ~~Hastings~~ *Circuit* Court of the City of Petersburg, recovered against *said R. R. Turner*
as well for ~~damages which~~ *debt as for interest thereon* sustained, by reason of ~~not performing~~ a certain
promise and assumption to the said *debt as for interest thereon* by the said
365 lately made as for interest on those damages; also
\$ *365* for *their* costs, by *them*, about *their* suit in this behalf expended, whereof
the said *R. R. Turner is* convict, as appears to us of record,
and that you have the said ~~damages~~ *debt*, interest and costs before the Judge of our ~~Hastings~~ *Circuit* Court, at the Court-house,
on the ~~third Thursday in~~ *first Monday of* *January* next, to render unto the said *M. Cohen, Son & Co.*
of the debt of the damages, interest and costs afore said. And have then there this writ.

Witness, ROBERT GILLIAM, Clerk of our said Court, this *22nd* day of *October*,
A. D. *1906* and in the *176*th year of the Commonwealth.

Robt Gilliam, Clerk

R. E. BOYKIN,
ATTORNEY AND COUNSELOR AT LAW,
SMITHFIELD, VA.

April 14th 1902.

Mr N.F.Young.

Dear Sir.

I herewith send you an account in my favor
against the estate of R.R.Turner,decd. Will you call Dr Turner up
over the phone,and ask him as to the correctness. I have other
items but they ar barred by the statute of limitations,and although
Dr Turner would not plead the statute,it could not be proved as you
know the law on the subject.

Truly Yours.

R. E. Boykin

R. E. Bayknis

Account

R. R. Turner, died

Du also R. E. Boykin

1899

Oct 10

To pd Sergeants for in summoning
witnesses for you in Dick V Turners 50

23

" for in above suit 100.00

By cash in part of for

50.00

Nov

To for attending in 3 times
and resisting motion for
appointing Receiver for James
River and Beachwater RRs

150.00

By cash on a/c of above for

25.00

" pd Clerk Chanery et Richmond
for copy of bill and exhibits

7.30

55-

1900

Nov 10

" for and from you to R. E.

Boykin to for Johnson Wm state

8.00

13

By amt of above for pd by W. D. Turner

8.00

To for and from you to R. E. Boy-
kin under for Johnson Wm state
the former and Birmingham Court
by you

9.00

By amt to be

186.35 186.35-

\$266.35 \$266.35

To be due R. E. Boykin

\$186.36-

Report of Sales
by R. R. Turner's
admin. and in his
own right.

Filed by leave of Court
March 11th 1807

Plaintiffs in the bill, as a good one and both sides unite in the request that the sale be confirmed. The amount for which the property of R. R. Turner, deceased, has been sold, is greater than the appraised value of the same. Considerable expense is incurred every day by keeping this property, and its nature is such that it would be impracticable to sell such property by public auction, there being few bidders that would want it all, and if the property should be partly sold to some one or more individuals, the other part of it would not sell for its value.

Respectfully submitted,

W.D. Turner admr. of
R.R. Turner dec'd
by W.D. Hallen
by request.

Item 1. All property included in item or paragraph one, in a deed from John A. Lamb and R. T. Lacy, Special Commissioners, to W. D. Turner dated on the 14th day of March, 1900, the original or a copy of which is herewith filed, ^{and make 10054} reference to the same is hereby made for a better description of this property. The price to be paid to W. D. Turner in cash for this property named in this item is ten thousand and fifty (10050) dollars.

The purchase price for all this property is twenty thousand four hundred and fifty (20450) dollars, in addition to the sum of six hundred and fifty (650) dollars which the said Emma L. Fergusson is to pay to different parties for balance due on timber as herein before stated.

It has been mutually understood and agreed between the parties that almost all, if not all, the property included in this paper is second hand and some parts of it may be badly worn or in bad condition, needing some repairs before it can be worked; and it is also understood that it is practicably impossible to mention each article of property included in each item on this paper, but the purchaser by her Agents have seen and inspected the same and have taken the property in the condition as exhibited to them a few days ago, and as included by use of general terms and as further described by reference to deeds and exhibits. It is also understood that where reference is made to a deed or exhibit, some one or more items of property named in the said deeds or exhibits, may be worn out or lost, and there may be included some articles not mentioned item by item in the said deeds or exhibits.

This sale is recommended to the court by W. D. Turner, Administrator of R. R. Turner, deceased, and by Johnson & Wimsatt, the

Item 5. The saw-mill, engine and boiler and other things thereto belonging, or so much thereof as may be in existance mentioned in section or paragraph No. 4, in a deed filed with the bill as an exhibit marked "D". This property is now on the Pretlow land. All shanties, buildings, structures, wooden tracts and erections of every kind in existance and connected with the said "Mill locations". Here again the purchaser takes subject to the provisions of the said deed in which this property is described, included in this item, there is a lot of slab wood at the saw-mill. There is to be paid for this item as soon as the sale is confirmed, the sum of sixteen hundred (1600) dollars.

Item 6. Four mules, being those now belonging to the estate of R. R. Turner, deceased, and mentioned in exhibit "C" filed with the bill, and all harness now belonging to the same; all carts, wagons and harness therewith belonging to the estate of R. R. Turner, deceased, except one road wagon which has been broken down on the way side, and cannot be located. The price to be paid for this item in cash as soon as the sale is confirmed, is five hundred (500) dollars.

Item 7. All the Fuqua iron and steel rails now on hand, and mentioned in article or paragraph 3 of exhibit "B" filed with said bill, reference to which is hereby made. The price to be paid for this item in cash as soon as the sale is confirmed, by the Court, is seven thousand one hundred and seventy-five (7175) dollars.

The property next following belongs to W. D. Turner in his own right, but is so connected in its location. and use with the property herein before named, that the said purchaser is not willing to buy that herein before named unless she can also buy the following:

ter description of this property. There is a balance due to said J. H. and D. A. Bailey of three hundred (300) dollars, and interest as shown by said deed; which sum and interest is to be paid by the said Emma L. Fergusson, in addition to the amount named below. The said purchaser is to have all the existing rights, and be subject to all the restrictions and limitations imposed on the originat grantee by the said deed. The price to be paid for the property mentioned in this item as soon as the sale is confirmed, is one hundred and twenty five (125) dollars.

Item 3. All timber standing and fell^{ed} now on the land of J. H. and D. A. Bailey, as shown by a deed dated June the 13th, 1898, which deed is herewith filed marked No. 52, reference to which is hereby made for a better description of the property; and also all the timber bought^y the said R. R. Turner from the Gay Manufacturing Company, now left in the Counties of Southampton and Surry, Virginia, as shown by a deed dated on the 9th day of December, 1898, the original or a copy of which is herewith filed marked No. 53, reference to which is herewith made for a better description of the property. This sale is made subject to all the rights, restrictions and limitations belonging to and imposed upon said R. R. Turner, if he were living. The price for the property named in this item, is eight hundred (800) dollars.

Item 4. That building known as the "store house" on the lands of R. H. Pretlow, deceased, in the County of Southampton, State of Virginia, mentioned in a deed filed with the bill as exhibit "C", reference to which is hereby made. The said purchaser to have all the rights and be subject to all the restrictions and stipulations imposed on the said R. R. Turner, in said deed. For this item, there is to be paid in cash as soon as the sale is confirmed by the Court, the sum of one hundred (100) dollars.

W. D. Turner, Administrator of R. R. Turner, deceased, and in his own right, has sold to Emma L. Fergusson, or to whom she may designate in writing, subject to the confirmation of the Circuit Court of the County of Isle of Wight, the property listed below, and to bind the said sale on the part of the purchaser, she has deposited the sum of one thousand (1000) dollars in the Bank of Smithfield to the credit of W. D. Turner, Administrator of R. R. Turner, deceased, and who has given her a receipt for the said money in which it provides that if the sale is not confirmed by the Court, the money is to be returned.

Item 1. All standing and fell timber now on the lands of Chas. Womble and wife, as shown by a deed dated December the 18th, 1900, (the deed is not dated, but the date last mentioned is found in the certificate of the Notary, who acknowledged the same.) This paper is herewith filed marked in pencil No. 50, reference to which is hereby made for a fuller description of the timber. There is a balance of three hundred and fifty (350) dollars and interest as in the said contract stipulated, still due on this timber, which sum and interest is to be paid by the said purchaser in addition to the price named below. The purchaser to have all the rights, and be subject to all the restrictions and stipulations imposed on said R. R. Turner in said deed. For this item there is to be paid in cash as soon as the sale is confirmed, the sum of one hundred (100) dollars.

Item 2. All timber fell^d and standing now on the lands of J. H Bailey and D. A. Bailey, as shown by a deed acknowledged before a Notary Public on the 18th day of December, 1900, This deed is herewith filed marked in pencil No. 51, reference to which is hereby made for a bet-

Johnson & Wimsatt

vs { Report of Comr

W D Turner, Admr et al

Filed Oct 17th 1902

Shows base in hands of Admr
\$237⁵⁴

Final Report distributed under
order of Oct 27.

A debt due J. J. Johnson,	45 90	
Interest to Oct. 28th. 1902.	<u>2 53</u>	48 43
A debt due Harwood Brøss	279 68	
Interest to Oct. 28th. 1902.	<u>15 40</u>	294 08
A debt due R. H. Pretlow, Susie P. Boykin, Juliet C. Pretlow, Helen M. Pretlow, Pattie C. Pretlow and A. A. Finch, 175. 00 11.00 interest	175 00	
Interest to Oct. 28th. 1902.	<u>14 25</u>	189 25
A debt due Virginia Navigation Co.	38 00	
Interest to Oct. 28th. 1902.	<u>3 42</u>	41 42
A debt due Jno. W. poole & Son	181 64	
Interest to Oct. 14th. 1902.	<u>10 40</u>	192 04
A debt due C. C. Chalmers & Sons,	17 17	
Interest to Oct. 28th. 1902.	<u>91</u>	13 92
A debt due F. H. Holloday,	22 00	
Interest to Oct. 28th. 1902.	<u>99</u>	22 99
A debt due A. B. Clarke & Son.	14 18	
Interest to Oct. 28th. 1902.	<u>63</u>	<u>14 81</u>
		\$ 3360.81

11

A FURTHER ACCOUNT OF THE DEBTS OUTSTANDING AND UNPAID AGAINST THE ESTATE
OF R. R. TURNER, DECEASED.

A debt due Chamblin & Scott	\$ 145 75	
Interest to Oct. 28th. 1902	<u>8 00</u>	\$ 143 75
A debt due Peter Paul	150 22	
Interest to Oct. 28th. 1902.	<u>9 00</u>	159 22
A debt due Peter Paul	22 00	
Interest to Oct. 28th. 1902.	<u>2 31</u>	24 31
A debt due to T. W. Wood & Sons.	6 70	
Interest to Oct. 28th. 1902.	<u>59</u>	7 29
A debt due to Susie P. Boykin, Juliet C. Pretlow, Pattie C. Pretlow, A. A. Finch, Helen M. Laird and R. H. Pretlow,	40 00	
Interest to Oct. 28th. 1902.	<u>2 20</u>	42 20
A debt due J. T. Allen,	39 00	
Interest to Oct. 28th. 1902.	<u>4 49</u>	43 49
A debt due Washington Taylor & Co.,	823 39	
Interest to Oct. 28th. 1902.	<u>57 61</u>	881 00
A debt due Warren & Guy,	6 25	
Interest to Oct. 28th. 1902.	<u>33</u>	6 58
A debt due W. P. Wilson & Co	44 43	
Interest to Oct./, 28th. 1902.	<u>2 86</u>	46 29
A debt due the Henry Walke Co.	44 52	
Interest to Oct. 28th. 1902.	<u>2 64</u>	47 16
A debt due the Virginia Iron Works,	65 52	
Interest to Oct. 28th. 1902.	<u>5 85</u>	71 37
A debt due M. R. Turner,	375 00	
Interest to Oct. 28th. 1902.	<u>15 88</u>	390 88
A debt due Chas. H. Binns & Co.,	224 45	
Interest to Oct. 28th. 1902.	<u>25 76</u>	250 21
A debt due Montague Mfg. Co.	8 45	
Interest to Oct. 28th. 1902.	<u>36</u>	8 81
A debt due Chas. Lunsford & Co.	403 17	
Interest to Oct. 28th. 1902..	<u>18 14</u>	421 31

Mar. 22.	To paid N. F. Young, Comr. & Clerk.	71 40
"	To paid R. A. Edwards, Sheriff fee	3 00
"	To paid for telegram,	2 05
"	To paid J. S. Norsworthy for work,	25 00
"	To paid amount of execution vs. R. R. Turner as security for Solomon Judkins, a prisoner taken out of jail,	18.90
"	To paid taxes for 1901 and 1902,	44 75
"	To commissions on \$11862.49 receipts	593 12
	To balance,	239 54

1901.

Dec. 5th.	By amt of account of sales,	562 40
"	By amount received from A. B. Stott,	6 00
Dec. 23rd.	By amount received from M. Ealey,	15 00
"	By amount received from J. Edwards,	14 50
"	By amount received from C. Harrell,	2 00
"	By amount found on decedent's person	2 10

1902.

Jan. 9th.	By amount received from L. L. Vellines,	36 30
"	By amount received for rent,	2 09
Feb. 5th.	By amount in safe,	05
Feb. 6th.	By amount received from M. R. Turner for watch,	20 00
"	By amt. received from sale of oxen,	130 00
"	By amt. received from J. S. Norsworthy,	22 00
"	By amt. received from C. Turner,	6 00
"	By amt. received from C. H. Hart for timber,	10 00
Mar. 4th.	By amt. of E. P. Turner's note,	48 00
"	By amount received from sale of timber &c to Emma J. Fergusson,	10450.00
"	By amount received from Johnson & Wimsatt for lumber,	1105 23

\$12424 89 \$12424 89
=====

BALANCE DUE THE ESTATE BY THE ADMINISTRATOR

\$239 54

"B"

THE ESTATE OF R. R. TURNER, DECEASED, IN ACCOUNT WITH W. D. TURNER,
HIS ADMINISTRATOR.

1901.

Dec. 23rd .	To paid for wages in iperating the saw mill and railway attached,	636 36
	To paid for telegram,	60
	To paid tax on administration,	12 80
Dec. 27th.	To paid for postage stamps and paper,	45
	To paid burial expenses &c.	80 00
	To paid for lot in cemetery,	35 00

1902.

Jan. 4th.	To paid for stamps and stationery,	30
Jan. 6th.	To paid Tom Betts for labor,	50
Jan. 9th.	To paid M. R. Turner for hands,	5 50
Jan. 17th.	To paid John Fultz for labor,	3 00
"	To paid E. R. Davis for labor,	75
"	To paid Jno. S. Norsworthy for labor,	3 00
Jan. 27th.	To paid for stationery and stamps,	1 00
Feb. 6th.	To paid G. D. Chapman,	6 00
"	To paid W. E. Howle, Clerk,	4 00
Feb. 13th.	To paid for stamps,	1 88
"	To paid Southern Railway Supply company for material,	9 45
"	To paid for labor,	116 68
"	To paid for oil,	6 00
"	To paid for postage stamps,	1 00
"	To paid phone bill,	2 00
"	To paid for feed for team,	50 00
Mar. 8th.	To paid for labor,	140 45
Apl. 30th.	To paid Johnson & Wimsatt, by order of Court,	10185 00
Mar. 7th.	To paid Geo. R. Atkinson, attorney for M. Cohen & Son & Co.	108 22
Mar. 22nd.	To paid W. S. Holland, attorney fees	17 00

Money Co. May

Executed by delivering a copy of this Notice
to said Bureau agent in his own right Mrs. M. R.
Bureau, Re. Perkins Trustee and to W. S. Holland
city of Johnson & Winstall. Sept. 11th 1902.

Ro. A. Edwards
Shff.

FORM No. 400.

Johnson Winstall

COMMISSIONER'S NOTICE.

U.S.

Jurisdiction of State

To 16th Sept. 1902

Commissioner's Office, Isle of Wight C. H. Va.

August 28th 1902 189

To, A. E. Johnson & W. A. Winsatt doing business under
the name of Johnson & Winsatt plaintiffs vs. W. D. Turner
admr of R. R. Turner deceased, and in his own right; Martha
R. Turner widow of R. R. Turner deceased, R. E. Boykin
trustee and S. S. P. Patterson trustee

You are hereby notified that I have fixed upon the 16th day of September 1902 next,
at a further

if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account

of the debts outstanding and unpaid against the estate of R. R. Turner
deceased. I an account of the debts and transactions of W. D. Turner admr
of R. R. Turner deceased; 3^d of what real estate the said R. R. Turner did
seize and possess; the amount and full value of each lot, tract or
parcel thereof, together with a brief description of each parcel. 4th an
account of the liens by deeds of trust, mortgages, taxes or otherwise on
the land, or any other property of the said R. R. Turner deceased, stating their
priorities, 5th any matter deemed pertinent by the commissioner or any
person in interest
required to be taken by a decree of the Circuit Court of the County of Isle of Wight

rendered on the 28th day of April 1902 189, in a suit in chancery depending in said

Court between the parties aforesaid, plaintiffs & 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.

A. J. Young Commr

From the evidence before your Commissioner, it appears that the administrator did what a reasonable and prudent man would have done in his own affairs even though the two hundred and seventy three (273) dollars should turn out to be a loss. For these reasons your Commissioner has allowed the said item in the administration account of the said administrator, which item~~x~~ thus allowed is included in the item of \$635.36 in the said account.

Respectfully submitted.

A. J. Young

Commissioner in Chancery for
the Circuit Court of Isle of
Wight County.

com - put 46.00
Shuff 11 200

an account of the transactions of R. R. Turner, deceased, hereto attached, marked "B", showing a balance of \$ 239.54 *due the estate*

Your Commissioner reports that there are two tracts of land belonging to the estate of the said R. R. Turner, deceased, to-wit: One tract of 1401 acres, called the "Paynor" tract, being a part of the "Strawberry Plains" place, purchased of Burgess Urquhart, the fee simple value thereof is \$2500, and the annual value thereof is \$50. There are only 60 acres of open land attached to this tract, the balance is timber land once cut over - and one other tract of 192 acres, known as the "Tom Carroll" tract, purchased of Thomas H. Carroll - the fee simple value thereof is \$500; the annual value of this tract cannot be ~~stated~~ stated, as it is all woodland which has been cut over once and has no improvements thereon.

Your Commissioner finds, and so reports, that both of the above mentioned tracts of land were, together with the real and personal property belonging to R. R. Turner and others, conveyed by a deed from R. R. Turner and Martha R. Turner, his wife, W. D. Turner and Sallie A. Turner, his wife, to S. S. P. Patteson, trustee, in a deed of trust to secure to Johnson & Wimsatt, which is the only lien found on these two tracts of land.

Your Commissioner would especially report to the Court that at the death of the said R. R. Turner, he was indebted to his employees for wages in the sum of two hundred and seventy three (273) dollars, and that when the said W. D. Turner, administrator of R. R. Turner, deceased, took charge of the property, it was absolutely necessary to secure a crew of hands at once in order to keep the property in shape and in order to manufacture some lumber which had to be cut within a limited time, or it would have been lost to the estate, and that from the evidence before me it appears that labor was very scarce, if not impossible to obtain, and that said employees refused to work longer unless they were paid the amount due them by the said R. R. Turner. In that state of affairs the said administrator thought it would be to the best interest of the estate to pay the men and in that way secure the services of the men to finish the said work already begun and necessary to be finished in a very short time.

COMMISSIONER'S OFFICE, ISLE OF WIGHT COUNTY, VA

October 14th. 1902.

To the Circuit Court of Isle of Wight County:

The undersigned, one of the Commissioners in Chancery of the said court, respectfully reports to the Court that, pursuant to a decree of the Circuit Court of Isle of Wight County, rendered on the 28th. day of April, 1902, in a suit in Chancery therein depending between A. E. Johnson and W. A. Wimsatt, trading as Johnson & Wimsatt, versus W. D. Turner, Administrator of R. R. Turner, deceased, and in his ^{own} ~~own~~ right; M. R. Turner, widow of R. R. Turner, deceased; R. E. Boykin, trustee; R. A. Edwards, Administrator of H. R. Parker, deceased; and S.S.P. Patteson, trustee, to whom was referred the taking:

1st. a further account of the debts outstanding and unpaid against the estate of R. R. Turner, deceased:

2nd. An account of the doings and transactions of W. D. Turner, Administrator of the said R. R. Turner, deceased

3rd. Of what real estate the said R. R. Turner died seized and possessed. The annual and fee simple value of each lot, tract or parcel thereof together with a brief description of each parcel.

4th. An account of the liens by deeds of trust, for delinquent taxes, or otherwise, on the land or any other property of the said R. R. Turner, deceased, stating their priorities.

5th. Any matter deemed pertinent by the said Commissioner or any interested party"; reports to the Court, that, on the 28th. day of August, 1902, he issued notices to the several parties aforesaid, requiring them to attend the taking and settling the said accounts, before him, at his said office, on the 16th. day of September, 1902, which notices were returned to him duly executed; and from the evidence adduced, Your Commissioner reports to the Court that he finds the total ^{additional} debts outstanding and proved against the estate of R. R. Turner, deceased, to amount in the aggregate to the sum of \$ 3,360.81 as shown by an account of debts hereto attached and marked "A".

Your Commissioner reports that he has made up and completed

Johnson & Winsall
vs. $\frac{3}{2}$ Report of Sales

R. B. Turner's Adm'r. et al.

Report of Sales by
W. S. Hall and Ofe Lerr
filed Jan'y 15th 1903

To the Honorable Robert R. Prentis, Judge of the Circuit Court of Isle of Wight County.

The undersigned, your **Special Commissioner**, begs to report that pursuant to a decree entered in this cause on the 27th day of October, 1902 after having given bond as required by the said decree, and after having advertised the sale of the property as required by said decree, he offered the two tracts of land in the bill and proceedings mentioned for sale by public auction at Isle of Wight Courthouse on the first Monday in January 1903, it being County Court day, at which sale W. A. Wimsatt became the last and highest bidder at the price and sum of four thousand and seventy-five (4075) dollars for the tract of land known as the "Raynor Tract", it being a part of Strawberry Plains Tract, containing fourteen hundred and one acres. And it was knocked off to the said W. A. Wimsatt at the price and sum above mentioned.

At the same time and place W. D. Turner became the last and highest bidder for the tract of land known as the "Tom Carroll Tract" containing one hundred and ninety acres at the price and sum of nine hundred and twenty-five (925) dollars. Your Commissioner is informed and believes that both of these bidders are perfectly responsible. Neither of them attended the sale of the land in person and no money has been paid, but each of the said bidders has signified their desire to have the sale confirmed and to pay for the property and take a deed therefor.

Your Commissioner says that both tracts of land sold remarkably well, selling for nearly double the fee simple value reported by Commissioner Young in his report in this cause heretofore confirmed by this Court. Your Commissioner, therefore, recommends the confirmation of the said sale. *One the notices of sale is herewith filed.*

Wm. S. Halland, Special
Commr.

John W. Stewart \$2075.00

Robt A. McLeod

Sold to

W. D. Lewis

\$45.00

Robt A. McLeod

Received of the above named party the sum of \$45.00 for the purchase of the above named property.

W. D. Lewis

Witness my hand and seal this 1st day of June 1863.

W. D. Lewis

Auction 29/6

Auction Sale

—OF—



Valuable Land in Two Tracts.



Pursuant to a decree of the Circuit Court of the County of Isle of Wight entered on the 27th day of October, 1902, in the Chancery Cause of Johnson & Wimsatt vs. R. R. Turner's Administrator et als, I shall offer for sale by public auction to the highest bidder, at ISLE OF WIGHT COURTHOUSE, on the

5th day of January, 1903

It being Court Day, the following real estate:

(1) A tract of land situate in the county of Isle of Wight, sometimes called the "Raynor Tract," it being a part of Strawberry Plain containing fourteen hundred and one acres, more or less, sale and conveyance in gross and not by the acre. This is a tract of land on which the better part of the saw-mill timber has been cut and carried away, but there is now a large lot of young timber which will soon be ready for market. This tract of land was purchased by R. R. Turner from Burgess Urquhart and adjoins the lands of A. B. Stott, L. L. Villines and others.

(2). A certain other tract of land situate in the County of Isle of Wight known as the "Tom Carroll" tract of land, containing one hundred and ninety-two acres, more or less, sale and conveyance in gross and not by the acre. The best part of the timber on this tract of land has also been cut off, but there is a large lot of young timber on this tract of land, which is coming on and will soon be ready for market. This tract of land adjoins the land of J. S. Gale and others.

Either of these two tracts of land would be a first-class investment and in a few years would be very valuable indeed. Only a small portion of these two tracts of land is arable, but they could be divided into smaller tracts suitable for those who wish to build up a good farm. This property is situate about eight or ten miles from Smithfield and in a very prosperous community.

TERMS: One-third cash, and the rest in two equal installments payable in one and two years after date, with interest from the date of the sale till paid, title to be retained till the further order of the Court.

Wm. S. HOLLAND, Special Commissioner.

I, N. F. Young, Clerk of the said Court, do certify that the bond required of the Special Commissioner by the decree rendered in the said cause on the 27th day of October, 1902, has been given. Given under my hand as Clerk of the said Court, this 3rd day of December, 1902.

N. F. YOUNG, C. C.

The Comm. had read before the sale of the 1401 acre tract, the following: "Store at Raynor, P.O. and telephone office on this land".

Johnson ^{and} Vinsatt

vs.

W. H. Turner admr. et al

Filed April 18th 1902

Affidavit of
S. A. Turner

I, S. A. Turner, do solemnly swear that I am a citizen and resident of the County of Isle of Wight; that I am 42 years old; that I knew the late Mr. R. R. Turner very well for year prior to his death; that I have heard him on more than one occasion admit that he was largely and heavily indebted to the firm of Johnson & Wimsatt, of Washington, D. C.; that said firm had various deeds of trust on practically all his property, and were further secured in part, by the endorsement of his son, Dr. W. D. Turner, and that I heard him admit on thses occasions, that all payments made by him to Johnson & Wimsatt were to be applied, first, to his indebtedness for which was not secured at all, and then so apply as to relieve his said son from responsibility as far as possible, provided the said Johnson & Wimsatt should be paid in full all that was due them, that is to say, that the liens on the property of the said R. R. Turner were to be exhausted before calling on or compelling the said W. D. Turner to pay anything by reason of his being endorser or surety to them; and that after said liens were exhausted, if there should be any balance still due to the said firm, it would have to be paid by the said W. D. Turner. I further more solemnly swear that it was just a few weeks prior to the death of the said R. R. Turner that I last heard him make the said statement or admission.

Subscribed and sworn to before me this
14th day of April 1902

S. A. Turner.
Wm. Johnson
Notary Public for
Isle of Wight Co. Va.

Commission Expires Oct. 17 '1903

I, Gustavus P. Lohr, do solemnly swear, that I am a resident of the City of Washington, D. C. , and that I am 40 years old; that I am a confidential Clerk now, and for a long time passed, in the employment of the firm of Johnson & Wimsatt, Lumber Dealers, of the City of Washington; that I am not interested in their business in any way or manner whatsoever, except as an employee; that I have carefully read the foregoing affidavit hereto attached of Mr. W. A. Wimsatt, a member of the said firm , and that I have personal knowledge of most of the statements in the said affidavit contained, especially do I know of the agreement made and repeated between the said firm and said R. R. Turner in his life time, as to the application of payments by the said Turner to the said firm, and I do solemnly swear that the statements in the said affidavit contained in regard to the application of payments as aforesaid, is true, and that I have heard the said R. R. Turner report the same on different occasions to the said firm, and in the presence of his son, W. D. Turner, when desiring to secure further aid.

Gustavus P. Lohr

Subscribed and sworn to before me, the undersign, a Notary Public in and for the city of Washington, in the District of Columbia, this 14th day of April, 1902.

J. Harry Wilson N. P.

I further more solemnly swear in due form of law that the said firm of Johnson & Wimsatt, frequently aided, and accommodated the said R. R. Turner for many years prior to his death, by extending to him considerable credit, by way of loans and otherwise, which the said R. R. Turner and his said son, W. D. Turner very much appreciated; that sometimes he would execute different notes, payable to the said firm, for the purpose of enabling the said firm to have the said notes discounted for convenience in their business, but it was distinctly agreed by and between the said firm and the said R. R. Turner, that any and all payments made by the said R. R. Turner, regardless of the system or manner of Book-keeping, should be ^{first} applied on any note or paper not secured by any deed of trust, and, further that said payments were to be so applied as to reduce the liability of the said W. D. Turner, endorser and surety as aforesaid, as much as possible; that is to say, that the liens of the said deeds of trust on the property of the said R. R. Turner, should be exhausted, and that if there was a balance due, and was not paid by the said R. R. Turner, ^{then W. D. Turner} as surety, as aforesaid, should pay it; that in all transactions, in whatever form between the said R. R. Turner and the said firm, the said agreement as to the application of payments, was frequently repeated, and always an inducement for any advances made; that the said W. D. Turner well knows of and was a party to this agreement; that it was repeated in his presence and hearing on more than one occasion.

W. A. Wimsatt

Subscribed and sworn to before me, the undersign, a Notary Public, in and for the city of Washington, D. C., in the District of Columbia, this 14th day of April, 1902.

L. Harry Johnson N. P.

I, W. A. Wimsatt, a member of the firm of Johnson & Wimsatt, plaintiffs in the suit of Johnson & Wimsatt vs R. R. Turner's Administrator et. als, now pending in the Circuit Court of Isle of Wight County, in the State of Virginia, do solemnly swear in due form of law, that I am a member of the firm aforesaid; that I reside in the city of Washington, D. C., and that through my attorney, Wm. S. Holland, I have filed before N. F. Young, one of the Commissioners of the said Court, the following claim against the estate of the said R. R. Turner, deceased, to-wit:

One note for TEN THOUSAND AND EIGHTY SEVEN DOLLARS AND FIFTY EIGHT CENTS, made by R. R. Turner, dated July 1st, 1899, with interest from date, till paid, and payable to said Johnson & Wimsatt, one year after date; one note for ONE THOUSAND AND FOUR HUNDRED DOLLARS, dated September the 9th, 1901, and payable ninety days after date to the order of said Johnson & Wimsatt, and made by R. R. Turner; and one note for TWELVE THOUSAND DOLLARS, dated October the 2d, 1901, made by R. R. Turner, and payable three months after date to W. D. Turner, and endorsed by the said W. D. Turner; one note or draft for ONE HUNDRED AND FIFTY DOLLARS drawn by R. R. Turner on the said Johnson & Wimsatt, dated October the 14th, 1901, and credited as follows:

"Paid \$9.67 by R. R. Turner, leaving a balance due by R. R. Turner to Johnson & Wimsatt of \$140.33, with interest from October the 18th, 1901," and one note for TWELVE HUNDRED DOLLARS dated November the 11th, 1901, made by R. R. Turner, and payable to the order of Johnson & Wimsatt, ninety days after date; that all these notes waive the Homestead Exemption, and that all but two of them are secured by deeds of trust as shown by the proof adduced before the said Commissioner, and as filed with the papers in the suit aforesaid; and that there is a balance due on this indebtedness of 14740 dollars, and 52 cents, with interest thereon from the 9th day of February, 1902, till paid.

United States, State of Virginia, Funeral expenses, nor other debts having a legal priority by Statute were produced before him, and by the designation, " First Class" "Second Class" and "Third Class" written on his statement of the debts outstanding and unpaid against the estate of R. R. Turner produced before him, is meant simply to say which debt in the opinion of your commissioner, should be first paid out of the funds deposited in bank under the decree of this Court as aforesaid as well as any fund arising from the sale of property embraced in the said deeds of trust, which may hereafter be available for the payment of the debts of the said R. R. Turner, deceased.

From information in the possession of your Commissioner, he believes there are additional non-secured debts outstanding and unpaid against the estate of the said R. R. Turner, deceased, but none were produced before him as shown by this report.

Respectfully Submitted.

A. G. Young Comr

Fee for this report \$ 50.00

Shuff of Deeds of Longbe 1.50

TWENTY FIVE DOLLARS paid under item two, is for property not included in any deed of trust, but that the residue thereof, to-wit:

TEN THOUSAND ONE HUNDRED AND EIGHTY FIVE DOLLARS WAS derived from the proceeds of the sale of property embraced in certain deeds of trust to secure some of said notes, which deeds of trust were made by the said deceased in his life time to secure certain indebtedness therein **named** as shown by the different deeds of trust, filed with the bill of complaint, and filed along with said report or statement of sales, and that this said sum of TEN THOUSAND ONE HUNDRED AND **EIGHTY FIVE DOLLARS** now in bank, should be paid to the said Johnson & Wimsatt, less the costs of this suit, **or** less such portion of the cost of this suit as the Court may deem equitable and proper to retain for that purpose.

Your commissioner begs further to report that the debt in favor of N. Cohen , Son & Co., is evidenced by a judgment against the said R. R. Turner, duly docketed in his life time in the Clerk's Office of the County Court of Isle of Wight County on the 23rd day of Oct, 1901, during the life time of the said R. R. Turner, and, therefor, he thinks it is a prior lien except as to the deeds of trust aforesaid. He says he can find no other judgment liens against the said R. R. Turner .

Your commissioner further reports that Col. R. E. Boykin filed an account in his own favor against the **said** R. R. Turner for ONE HUNDRED AND EIGHTY SIX DOLLARS AND THIRTY FIVE CENTS, and requested by letter, that your Commissioner call on Dr. W. D. Turner, Administrator of R. R. Turner, deceased, as to its validity., Dr. Turner says he thinks he has in his possession a receipt which covers a part of this account, but Before it was produced, the time for closing this account arrived, and for that reason, it is not listed in the debts proved.

Your commissioner says that no claim for taxes, debts due the

of a credit on the back of the said draft, ^{an} herewith filed, and the said notes were returned to the owner, your commissioner being satisfied as to their validity. It appeared to your commissioner from the evidence before him, the substance of which is repeated in the said affidavits, that the total indebtedness due by the said R. R. Turner to the said Johnson & Wimsatt is FOURTEEN THOUSAND SEVEN HUNDRED AND FORTY DOLLARS AND FIFTY TWO CENTS, with interest thereon from the 9th day of February 1902, till paid; that the said amount is secured by different deeds of trust on the property of the said R. R. Turner, deceased, and is further secured in part by the personal endorsement of W. D. Turner, a son of R. R. Turner and who is the Administrator of the said R. R. Turner deceased. From the evidence before your commissioner, he is satisfied and so reports, that the agreement between the said R. R. Turner in his life time and the said Johnson & Wimsatt, in reference to the application of payments and money received, was that the payments, or money received in the course of business by the said complainants from the said R. R. Turner, be applied; first, on any debt due the said complainants which was not secured at all; and , second, should be applied so as to save the said W. D. Turner harmless, if it could be done, and if he could not be saved harmless, then that his liability should be reduced as far as possible. Your Commissioner reports that the sum of TEN THOUSAND FOUR HUNDRED AND FIFTY DOLLARS was deposited in the bank of Smithfield, to the credit of W. D. Turner, Administrator of R. R. Turner, deceased, pursuant to the said decree of this Court, it being the amount of the purchase money paid by Emma L. Fergusson or the party she might designate in writing, which belonged to the estate of R. R. Turner, deceased, and that said money is now on deposit in said bank pursuant to said decree.

This money is that paid by the said purchaser for items one, two, three, four , five, six and seven of the report or statement of sales made pursuant to the said decree, and that the sum of ONE HUNDRED DOLLARS paid under item one, and the sum of ONE HUNDRED AND

COMMISSIONERS OFFICE.

Isle of Wight C. H., Va.,

March th, 1902.

TO THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Persuant to a decree of the Circuit Court of the County of Isle of Wight, rendered on the 11th day of March, 1902, in a suit in Chancery depending in the said Court between A. E. Johnson and W. A. Wimsatt, trading as Johnson & Wimsatt versus W. D. Turner, Administrator of R. R. Turner, deceased, and in his own right, M. R. Turner, widow of R. R. Turner, deceased, R. E. Boykin, Trustee, R. A. Edwards, Administrator of Henry Parker, deceased, and S.S.P. Patterson, Trustee, the undersign one of the Commissioners, of the said Court, to whom was referred the taking of "an account of the debts outstanding and unpaid against the estate of R. R. Turner, deceased, with their priorities and dignities, together with any matter deemed pertinent by the said Commissioner or any party to this suit or by any creditor who shall have come in by petition at the time of the taking of the said account" by said decree, reports to the Court, that on the 28th day of March, 1902, he issued notices against the several parties aforesaid, requiring them to attend the taking and settlement of said account, before him, at his said office, on the 1st day of ~~March~~ ^{April}, 1902, which notices were returned to your Commissioner, duly executed; that the said Johnson & Wimsatt and the said Administrator appeared before the Commissioner in obedience to said notices, and he thereupon partially examined the witnesses offered by the said Johnson & Wimsatt, touching their debt. And for want of time, the further taking of said account was adjourned from day to day and from time to time, till the 17th day of April, 1902. And upon careful consideration of said evidence, including the affidavits of W. A. Wimsatt, S. A. Turner, and Gustavus P. Lohr, which are filed with this report, and the said Johnson & Wimsatt having produced four notes and one draft before your commissioner, ^{copies of which} including a copy

Account of the debts outstanding and unpaid against the estate of R. R. Turner, deceased.

First Class				
Johnson & Wimsatt				
	To bal. on notes secured by deeds of trusts.	\$	14740	52
	Int. thereon from Feb'y. 9th 1902, till paid			
Second Class.				
Atkinson	M. Cohen , Son & Co.,			
Att'y.	To amt. of judgment docketed 1901	\$	100	00
	" int. for Aug. 4, 1901, till paid			
	" Costs of judgment		3	65
Third Class.				
Watkins, Cottrell & Co.				
	To one note (Homestead waived) for	\$	81	20
	Int. on same from Oct. 5, 1901 till paid.			
Harrelson & Crump				
	To bal. on account rendered	\$	311	33
	Int. on same to Jan. 13, 1902		34	27
	Int. on balance, \$311.33 from Jan. 13th, 1902 till paid.			
Atkinson	Lowenberg, Pincus & Co.,			
Att'y	To amot. of open account	\$	62	17
	Int. on same from May 7th, 1901 till paid.			

Paid \$9.67 by R. R. Turner, leaving a
balance due by R. R. Turner to Johnson
& Wimsatt of \$140.33, with Int. from
Oct. 18th. 1901.

Johnson & Wimsatt.

\$150.00

McClelland, Va. Oct. 14th. 1901.

At sight, pay to the order of the Bank of Smithfield, Va. ONE HUNDRED
AND FIFTY DOLLARS, value received, and charge the same to the account
of R. R. Turner.

To Johnson & Wimsatt,
Washington, D.C.

A TRUE COPY,

Teste,

A. J. Young Cash

V. J. H. COOK,

1898.

1898.

W. J. H. COOK,

W. J. H. COOK,

CITY, as per enclosed, with interest at the rate of six per cent. per

ANNUAL PERCENTAGE INTEREST at the City of New York of New York

Three months after date I promise to pay to the order of W. J. H. COOK

\$1000.00

Witnessed, at City of New York, 1898.

W. D. Turner

Johnson & Wimsatt.

\$12000.00.

McClelland, Va. Oct. 2nd. 1901.

Three months after date I promise to pay to the order of W. D. Turner
TWELVE THOUSAND DOLLARS at the Citizens National Bank of Washington
City, value received, with interest at the rate of six per cent. per
annum, until paid.

R. R. Turner,

A TRUE COPY,

Teste,

R. R. Young *Comm*

Johnson & Wimsatt.

Citizens National Bank of Washington City

Paid Dec. 10th. 1901.

Washington, D.C. Dec. 10th. 1901.

\$1400.00

McClelland, Va. Sept. 9th. 1901.

Ninety days after date I promise to pay to the order of Johnson & Wimsatt FOURTEEN HUNDRED DOLLARS, with interest at six per cent. per annum, for value received, negotiable and payable at the Citizens Bank Wash. D.C. without offset. And we, the drawer and endorser, each hereby waive the benefit of our Homestead Exemption as to this debt.

R. R Turner,

A TRUE COPY,

Teste

A. J. Hanning Comm.

\$1200.00

McClelland, Va., Nov. 11th. 1901.

Ninety days after date I promise to pay to the order of Johnson & Wimsatt, TWELVE HUNDRED DOLLARS with interest at six per cent per annum for value received, negotiable and payable at Citizens Nat. Bank, Wash. D.C., without offset. And we, Drawer and endorser, each hereby waive the benefit of our Homestead Exemption as to this debt.

R. R. Turner.

A TRUE COPY.

Teste

A. D. Young

Comm.

\$10,087.58

Raynor, Va. July 1st. 1899.

One year after date I promise to pay to the order of Johnson & Wimsatt, negotiable and payable at the Citizens National Bank of Washington, D.C., TEN THOUSAND AND EIGHTY SEVEN DOLLARS AND FIFTY EIGHT CENTS with interest from date at the rate of six per cent per annum, without offset for value received. And we, maker and endorser hereby waive the benefit of the Homestead Exemption as to this contract.

R. R. Turner.

A TRUE COPY.

Teste

A. J. Young

Clerk.

Received Feb. 18th, 1903, of Wm. S. Holland Special Commissioner in the suit of Johnson & Wimsatt Vs R. R. Turner's Adm'r. et als the sum of four thousand and seventy-five (4075) dollars in part payment on the debt due to us by R. R. Turner's estate and reported and allowed in the said suit as a prior lien on the real estate of the said deceased.

Johnson & Wimsatt

JOHNSON

W. A. WIMSATT



LUMBER
COMMISSION MERCHANTS.

OFFICE & WHARVES
R.R. YARD,
FOOT OF 12TH & 13TH STS., S.W.

Johnson & Wimsatt

WHOLESALE LUMBER DEALERS

AND MANUFACTURERS OF

NORTH CAROLINA & GEORGIA PINE.

Washington, D.C.

May 15, 1903.

CABLE ADDRESS — "JOHWIM."

WE USE

SOUTHARD & CO. TELEGRAPHIC CYPHER,
LUMBERMAN'S STANDARD TELEGRAPHIC CODE,
A.B.C. CODE.

WESTERN UNION TELEGRAPH WIRE
IN OFFICE

Mr. W. S. Holland,
Windsor Station, Isle of Wight,
Virginia.

Dear Sir:-

Yours of the 14th to hand with check for \$207.71, balance due on the R.R. Turners account, for which please accept our thanks. We inclose you receipt for this check, and check for \$500. sent us previously.

Your letter of May 11th was open to the interpretation that we put on it, but we now see that it was a request for the receipt for the \$500. previously sent us.

1 inc.

Yours truly,

Johnson & Wimsatt
L

Johnson Winsatt as Turner's admr. etals

Bill of Costs

Atto fee and Tax	\$16.50	
Clerk's fees	22.52	Paid N. Z. Young & Co.
Cour Young's rept. app. 1902	50.00	" N. Z. Young & Co.
" " " Oct "	46.50	" N. Z. Young " 1000
Shff of Ice of Wight-	8.00	
sergt of Richmond	10.0	
	144.52	

JOHNSON
W. A. WIMSATT.



LUMBER
COMMISSION MERCHANTS.

OFFICE & WHARVES
R.R. YARD,
FOOT OF 12TH & 13TH STS. S.W.

Johnson & Wimsatt

WHOLESALE LUMBER DEALERS

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Washington, D.C.

CABLE ADDRESS — "JOHWIM."

WE USE

SOUTHARD & CO. TELEGRAPHIC CYpher,
LUMBERMAN'S STANDARD TELEGRAPHIC CODE,
A.B.C. CODE.

WESTERN UNION TELEGRAPH WIRE
IN OFFICE.

March 6, 1903

W. S. Holland, Esq.,

Windsor Station, Isle of Wight Co., Virginia.

Dear Sir :

Yours of Feb. 19th received. I have just returned from the South and beg to enclose you receipt as per your memorandum ; also, the deed which you will please have recorded in my name, and have the clerk send me the amount of costs and I will remit direct to him.

As soon as you get the money from Dr. Turner, and the court confirms the sale to him, please make up a little statement and send same to me showing balance due by or to Dr. W.D. Turner.

Yours truly,

encs.

J. U. BURGESS,
ATTORNEY AND COUNSELOR AT LAW,
SUFFOLK, VA.

September 5th, 1907.

Mr. A. S. Johnson,

Isle of Wight, Va.

My dear Sir:

In re Johnson & Wimsatt vs. Turner's Admt. etc.

Referring to our conversation of to-day.

Dr. Turner states his account as follows:

To balance due as per statement,		\$239.54
July 23rd, 1902,	By amount paid M.R. Turner for feed for horses while operating mill in 1901, (receipt sent Mr. Young)	30.00
Sept. 18th, "	By amount paid L.R. Edwards, treasurer, tax on Southamp- ton timber, (this timber was cut)	18.98
Sept. 18th, "	By amount paid A.P. Bohannon, taxes on timber in Surry County,	63/52
Nov. 21st, "	By amount paid N.F. Young, Clerk and Commissioner,	48.36
Dec. 26th, "	By amount paid J. Walter Stott justice fee for warrants,	3.80
Apr. 21st, 1903,	By amount paid Frank Oberly for taxes, (1903)	53.48 ✓
Nov. 3th, 1904,	By amount paid J.T. Uzzell for taxes, (receipt sent Mr. Young)	12.01 ✓
Nov. 4th, "	By check to N. F. Young to pay taxes on Tom Carroll land which was returned de- linquent,	5.35 ✓

		\$239.54 \$235.50

J. U. BURGESS,
ATTORNEY AND COUNSELOR AT LAW,
SUFFOLK, VA.

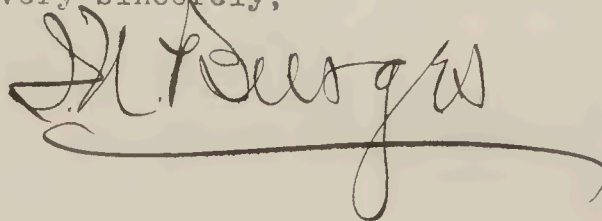
2.....Mr. A. S. Johnson,

Mr. Turner ~~also~~ paid taxes for the year 1904, 1905 and 1906 amounting to \$5.66, \$5.79 and \$5.99, respectively.

It seems that he was assessed by the Commissioner of Records with \$500.00 deposited in bank when he did not have that much. However, these items more than cover the balance on hand. The last decree directed an account of the doings and transactions of M. B. Turner, administrator of B. L. Turner, deceased. Second, an account of the doings and transactions of Wm. S. Holland (under decree as of January 5th, 1903). This decree authorizes the sale of the balance of the land. I believe you told me that you had the information necessary for this report. I will get Mr. Turner's check book and such cancelled checks as he may have and as soon as you set a day I will come to the Court House and we will settle this matter as well as the Mills matter.

Yours very sincerely,

B/M

A handwritten signature in dark ink, appearing to read "J. U. Burgess", with a long, sweeping horizontal flourish extending to the right.

J. U. BURGESS,
ATTORNEY AND COUNSELOR AT LAW,
SUFFOLK, VA.

September 5th, 1907.

Capt. A. S. Johnson,
Isle of Wight, Va.

My dear Sydney:

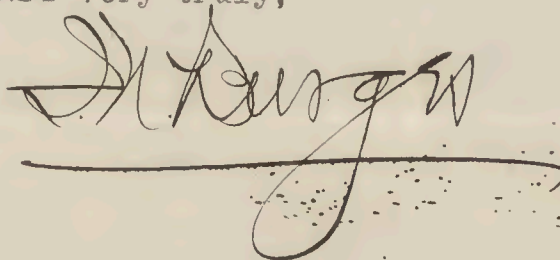
In re Johnson & Wimsatt vs. Turner's Admr.

I enclose herewith letter that I have
just received from Dr. Turner and also copy of my reply
thereto. As soon as you can arrange with Mr. Williams
I will come over to the Court House and we will go
over the matter together.

Yours very truly,

B/M

Enclosures.

A handwritten signature in dark ink, appearing to read "J. U. Burgess", with a long horizontal flourish extending to the right.

September 6th, 1907.

Dr. W. D. Turner,

Ocean View, Va.

My dear Doctor:

I am in receipt of yours of the 4th inst. I have arranged with Capt. A. S. Johnson to state your account before him as Commissioner some day the latter part of next week. If you will send your check book to him with such vouchers as you may have it will be unnecessary for you to be present and I have no doubt that the entire matter can be adjusted without further trouble or annoyance to you. I see no reason why a final decree should not be gotten at the next term of Court/

Yours very truly,

B/M

H075
 600
 207.71

478271

10/10/1902

A STATEMENT OF THE RECEIPTS AND DISBURSEMENTS OF WM. S. HOLLAND, AS
SPECIAL COMMISSIONER OF SALE

1903

Jan. 15th.	By amount received from sale of "Raynor tract of land,	\$4075.00	
"	By amount received from sale of "Tom Carroll" tract of land,	925.00	
Feb. 18	To paid to Johnson & Wimsatt by order of Court,	4075.00	
May 8th.	To paid same	500.00	
May 14th.	To paid same,	207.71	
"	To paid commissions on sales,	175.00	
"	To paid balance taxed court costs	16 50	
"	To paid for drawing deeds to purchaser	10 00	
"	To paid crier at sale,	10 00	
"	To paid for printing notices of sale and Clerk for copies,	5 79	
		\$5000.00	\$5000.00

THE ESTATE OF R. R. TURNER, DECEASED, IN ACCOUNT WITH WILLIAM D.
TURNER, ADMINISTRATOR.

1902

Sept. 18	To paid M. R. Turner for feeding mill team,	30 00
"	To paid taxes to Treasurer of Southamp- ton County	18 98
"	To paid taxes to Treasurer of Surry County,	63 52
Nov. 21st.	To paid N.F. Young, Clerk and Commiss- ioner's fees,	48 36
Dec. 26th.	To paid J.W. Stott, J.P. for warrants	3 80

1903

Apr. 21st.	To paid Treasurer Isle of Wight County, taxes for 1903	53 48
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1904

Nov. 4th.	To paid delinquent taxes on "Tom Carroll" tract of land to Clerk Court,	5 35
Nov. 8th.	To paid taxes for 1903 on assessment of Examiner of Records on estate	12 01

1904

Nov. 30th.	To paid taxes for 1904 on same	5 60
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1905

Nov. 20	To paid taxes for 1905 on same	5 39
---------	--------------------------------	------

1907

May 30th.	To paid taxes for 1906 on same,	7 87
-----------	---------------------------------	------

1902

Oct. 27th.	By amount of balance due estate by admin- istrator as shown by last account,	239 54
------------	---	--------

1907

Sept. 13th.	By balance due administrator,	14 82
-------------	-------------------------------	-------

\$ 254.36	\$ 254.36
-----------	-----------

his hands the sum of \$925. That out of this amount and the amount received for the "Raynor Tract", the two amounts aggregating the sum of \$5000.00, the said Commissioner was authorized to pay first, the costs of suit and sale, and to pay the balance, or so much thereof as was necessary to Johnson & Wimsatt to discharge their debt of the first class, of \$14740.52, mentioned in the report of Commissioner Young, filed herein on the 18th. day of April, 1902. The decree directing such distribution was entered herein on the 15th. day of January, 1903. The said special commissioner, out of the sum aforesaid, paid to the said Johnson & Wimsatt the sum of \$4782.71 in three payments of \$4075.00, \$500.00, and \$207.71, receipts for which are herewith filed and made a part of this report, together with a statement of the said Johnson & Wimsatt, showing their entire debt and the payments made thereon, except the payment of the sum of \$207.71, which is shown by their receipt filed with said statement herewith; that out of the balance in the said commissioner's hands, he paid the costs of suit and sale up to and including the decree confirming said sale, as appears from the papers filed in this cause, and there was no balance left in the said commissioner's hands. An itemized statement of his receipts and disbursements is hereto attached and made a part of this report.

Your commissioner further reports that there appears nothing further to be done in this cause.

Respectfully submitted,

A. D. Johnson Commissioner

700
36
15
20
25
8.16

Comm
clerk

5.00
8.16
16.16

to get a statement; and that some time in the month of June, 1905, the said commissioner Young departed this life with the said vouchers still in his possess^{ion}; that the said administrator has made every effort to find the said vouchers left in the papers of the said Commissioner Young, but has failed to find any part of them.

Your commissioner finds that the account of Oct. 14th. 1902, shows a balance due the estate by the said Administrator amounting to \$239.54; that since that time his disbursements have amounted to the sum of \$254.36, as will be fully shown by a statement of his receipts and disbursements attached hereto and made a part of this report; that the said administrator has exhibited a number of the vouchers supporting the said disbursements to your commissioner, which said vouchers seem to be proper; that for the disbursements made the vouchers for which he had turned over to Commissioner Young as aforesaid, the said administrator exhibited cancelled checks and his bank book, and your commissioner has been enabled to find that the said administrator made all of the said disbursements by his checks, and they all appear to be proper, all of them being for taxes and court costs; that after stating the said account your commissioner finds, and so reports, that the said estate is indebted to the said administrator in the sum of \$14.82, and that the balance of the costs in this suit have not yet been paid; that the balance of the costs will be, including final decree in case the suit is dismissed by the entry of one more decree and at the coming term of court, \$ 16.16.

2nd. (Transactions of Wm. S. Holland as Special Commissioner)
Your commissioner finds that by sale of the land mentioned herein as the "Raynor Tract", there came into the hands of Wm. S. Holland, as Special Commissioner, the sum of \$4075.00; that by the sale of the "Tom Carroll Tract" there came into

Office of A. S. Johnson,
Commissioner in Chancery for the Circuit Court of I. of W. Co.
Sept. 13th. 1907.

Johnson & Wimsatt
vs) Chancery
R. R. Turner's Administrator, et als.

TO THE HONORABLE R. E. BOYKIN, JUDGE OF THE CIRCUIT COURT
OF ISLE OF WIGHT COUNTY.

The undersigned, one of the commissioners in chancery of your honor's court, in pursuance of a decree entered herein on the 8th. day of June, 1907, on the 3rd. day of September, 1907, issued notices to Wm. S. Holland, Special Commissioner, and to R. R. Turner's administrator, (W.D. Turner) *and posted on at the front door of the Court House* they being the only parties *Plaintiff and Defendant of record Johnson Wimsatt having been fully satisfied of their claim.* now interested in this suit, all matters being closed as to the other parties, that he would, on the 13th. day of September, 1907, at his office, at Isle of Wight Courthouse, Virginia, at eleven o'clock A.M., proceed to execute the said decree, the said notice being hereto attached, showing service thereon. Your commissioner attended at the time and place so stated, and proceeded to execute the said decree, and begs leave to report as follows:
1st. (Transactions of W. D. Turner, administrator of R. R. Turner, deceased)

That since the account herein, made by Commissioner Young on the 14th. day of October, 1902, there has been no statement of the transactions of the said administrator. The said administrator advises your commissioner that he attempted to have a statement of his account made by the said Commissioner Young subsequent to the account of Oct. 14th. 1902, aforesaid, and sent a great many of his vouchers to the said commissioner, but failed

Johnson & Wimsatt

vs { Chancery

Turner's admr et als

Commissioners Report

Filed - Sept 12th 1907

Johnson & Wimsatt,

vs) Chancery

Turner's administrator et als.

To Wm. S. Holland, Special Commissioner and W. D. Turner, administrator of R. R. Turner, deceased.

I shall, on the 13th. day of September, 1907, at my office, at Isle of Wight Courthouse, Virginia, at eleven o'clock A.M. proceed to execute the decree entered in the suit in the Circuit Court of this County pending, generally styled as above, of which the following is an extract:

"The Court doth adjudge, order and decree that a Commissioner of this court ascertain and report to court the following accounts, to-wit:

1st. A further account of the doings and transactions of Wm. D. Turner, administrator of R. R. Turner, deceased.
2nd. An account of the doings and transactions of Wm. S. Holland, under decree herein of January 15th. 1903, which accounts the said commissioner shall take, state, settle and report to court, with any other matters specially stated, deemed pertinent by himself or required by any of the parties to be so stated."

Given under my hand as Commissioner in Chancery of the Circuit Court of Isle of Wight County, this 3rd. day of September, 1907.

A. S. Johnson
Commissioner in Chancery.

We hereby acknowledge, due, legal and sufficient service of the above notice.

W. D. Turner
Administrator of R.R. Turner, decd.

Wm S Holland
Special Com'r.

A. E. JOHNSON.

W. A. WIMSATT.

WERNER-APR 10 1903



Johnson & Wimsatt,

WHOLESALE LUMBER DEALERS

AND MANUFACTURERS OF

NORTH CAROLINA & GEORGIA PINE.

LUMBER
Commission Merchants

CABLE ADDRESS — "JOHWIM."

WE USE

SOUTHARD & CO. TELEGRAPHIC CYpher,
LUMBERMAN'S STANDARD TELEGRAPHIC CODE.
A.B.C. CODE.WESTERN UNION TELEGRAPH WIRE
IN OFFICEOFFICE & WHARVES, R. R. YARD FOOT OF 12TH & 13TH STS. S.W.

Washington, D.C.

MAY 8 1903

Sold to *R. H. Turner.*

Terms: _____

Folio
1901

Dec.	11	To amt. of acct. recd.	1340 33		
Jan.	3	" Ch. for note, Int + Postest fee	1218 199		
Feb.	10	" " " " " " " "	1218 26		
May	1	By Cash (ck)		10,185 00	
Feb.	18	To Interest on \$4555.52 @ 6% from May 1/02 to Feb 18/03	217 89		
"	"	By Real Estate (Raynor track)		4075 00	
May	8	To Interest on \$698.00 from Feb 18/03 to May 8/03 @ 6%	9 30		
"	"	By Cash (ck)		500 00	
			<u>\$14967 71</u>		
			14,760 00	14,760 00	
		<u>To Balance</u>	<u>\$207 71</u>		

Received of W. S. Holland, Special Commissioner in suit
Johnson & Wimsatt vs: R.R. Turners administrators, et al, May 8th
\$500; May 14th \$207.71, being settlement in full for our claim
against R.R. Turner.

1802

Johnson & Wimsatt

Johnson & Wimsatt

vs

R. R. Turner's Admr., et als.

DECREE

TO BE ENTERED.

March 11, 1902

Robert R. Prentiss

In the court of the County of
Orange, Va. March 12, 1902
Recd. of record of record

Recorded -

Book 6 - pg. 254

W. D. Turner, Administrator of R. R. Turner, deceased, filed here-
in this day, by a good and sufficient deed with SPECIAL WARRANTY ,
in which deed, W. D. Turner, in his own right and M. R. Turner,
widow of, and one of the distributees of said R. R. Turner, deceased,
shall unite.

And the Court doth further adjudge, order and ~~decree~~, that
the money belonging to the estate of the said R. R. Turner, deceased,
collected as aforesaid, shall be deposited in the Bank of Smith-
field, to the credit of W. D. Turner, Administrator , of R. R.
Turner, deceased, there to remain until the further order of this
Court.

And the Court doth further adjudge, order and decree, that
one of the commissioners of this Court, take, state and report to
Court, an account of the debts outstanding and unpaid against the
estate of R. R. Turner, deceased, with their priorities and ~~dig-~~
nities, together with any matter deemed ^{relevant} by the said Commissioner
or any party to this suit, or by any creditor who shall have come
in by petition at the time of the taking of the said account.

*Leave is given to the purchaser to withdraw the exhibits
filed with the report of sale of W.D. Turner, on leaving certified
copies thereof with the record. -*

And the said W. D. Turner, Administrator of the said R. R.
Turner, deceased, shall report to Court his doings hereunder.

Robert R. Meulis

To The Clerk of the Circuit Court of Isle of Wight Co.,

reported to Court".

complainants
On motion of ~~all parties of this suit~~ and R. A. Edwards, Administrator of Henry R. Parker, deceased, the Court doth further adjudge, order and decree, that he, the said R. A. Edwards, Administrator, of Henry R. Parker, deceased, be, and he is, hereby made a party defendant to this suit, and is allowed to answer the bill should he be so advised.

By consent of W. D. Turner, Administrator of R. R. Turner, deceased, in his own right and as
M. R. Turner, and of the complainants,
The Court doth further adjudge, order and decree, that the said report of the sale of the property of the estate of said R. R. Turner, deceased, be, and the same is hereby confirmed, it appearing to the Court by the statement of the parties, and by consent of ~~all~~ *said* parties, and by a copy of the report of the appraisers of the estate of said R. R. Turner, deceased, that the sale is a good one, and will be to the interest of the creditore of the estate:

And the Court doth further adjudge, order and decree, that Emma L. Fergusson or the party or parties whom she may designate in writing, shall forthwith pay to W. D. Turner, Administrator of R. R. Turner, deceased, the ~~sum of ten~~ *additional nine* thousand and four hundred (~~10,400.~~) dollars; and shall also pay to the said W. D. Turner, in his own right, the sum of ten thousand and fifty (10050) dollars; and shall also pay to Chas. Womble and wife, or to their assignee, the sum of three hundred and fifty (350) dollars and interest, it being the amount due them for standing timber bought by said R. R. Turner; and shall also pay to J. H. & D. A. Bailey, the sum of three hundred (300) dollars, due them for standing timber, and upon the payment of said several sums of money forthwith in cash, or its equivalent, the said W. D. Turner, Administrator of R. R. Turner, deceased, is hereby authorized and empowered to convey to the said Emma L. Fergusson, or to whom she may designate in writing, the property mentioned as sold to her in the said report of sales by

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY IN VACATION, THIS
11TH, DAY OF MARCH, 1902.

A. & Johnson and W. A. Wimsatt Trading as

"JOHNSON & WIMSATT"

VS

W. D. TURNER, ADMINISTRATOR OF R. R. TURNER, DECEASED, AND IN
HIS OWN RIGHT; M. R. TURNER, WIDOW OF R. R. TURNER, DECEASED; R. E.
BOYKIN, TRUSTEE; R. A. EDWARDS, ADMINISTRATOR OF HENRY R. PARKER,
DECEASED, WHO WAS TRUSTEE.

This cause came on this day to be heard upon the bill of com-
plaint, which the defendants have been summoned to answer, and which
is taken for confessed as to R. E. Boykin, Trustee, and W. D. Tur-
ner, Administrator, or R. R. Turner, deceased; on the answer of
W. D. Turner and M. R. Turner with general replication thereto; on
the report of sale made by W. D. Turner, Administrator of R. R.
Turner, deceased, and in his own right, filed this day by leave of
Court; and on reasonable notice to the defendants of the purpose
of the complainants to apply for this decree, and was argued by
counsel.

On consideration whereof, and on motion of the complainants,
they are allowed to amend their bill by adding in the third line
on the same, immediately after the words "Washington, D. C." the
words, "Who sue for the benefit of themselves and all other cred-
itors of R. R. Turner, deceased, who may choose to come in and
contribute towards the payment of costs"; and they are further al-
lowed to amend the prayer of said bill, by inserting therein the
words, "And your complainants pray that all the creditors of R.
R. Turner, deceased, may be convened, and that an account of all the
debts, outstanding and unpaid, against the estate of R. R. Turner
deceased, with their priorities and dignities be taken, stated and

by consent
And the Court doth further order, order and
decree that the open account then
legal services for \$186.³⁵ with interest thereon
from April 10th 1900 till paid shall be
paid by R. E. Beaman to R. E. Beaman deceased
he and the same is hereby allowed.

Johnson & Wimsatt,

vs

R. R. Turner's Administrator
et. als.

DECREE.

April 28th, 1902.

Enter:

C.O.B. No. 6, page 263

Johnson & Wimsatt,

VS

R. R. Turner's Administrator, et. als.

This cause came on this day to be again heard on the papers formerly read, and on the report of Commissioner Young, filed on the 18th day of April, 1902, to which there is no exception, and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree, that said report of Commissioner Young be, and the same is, hereby confirmed .

And the Court doth further adjudge, order and decree, that W. D. Turner, Administrator of R. R. Turner, deceased, pay out of the money deposited in the bank of Smithfield, as shown by said report: first, the cost of this suit; second, to the plaintiffs, Johnson & Wimsatt, the sum of ten thousand one hundred and eighty five dollars and, third, to M. Cohen, Son & Co, or to Geo., R. Atkinson, their attorney, the sum of one hundred and three dollars and sixty five cents, with interest on one hundred dollars, part thereof, from August the 4th, 1901, till paid.

And the court doth further adjudge, order and decree, that one of the commissioners of this Court take, state and report to Court the following inquiries and accounts.

(1) A further account of the debts outstanding and unpaid against the estate of R. R. Turner, deceased:

(2) An account of the doings and transactions of W. D. Turner, Administrator of the estate of the said R. R. Turner, deceased.

(3) Of what real estate the said R. R. Turner died seized and possessed, the annual and fee-simple value of each lot, tract or parcel thereof, together with a brief description of each parcel?

(4) An account of the liens by deed of trust, for delinquent taxes, or otherwise, on the land or any other property of the said R. R. Turner, deceased, stating their priorities.

(5) Any matter deemed pertinent by the said Commissioner or any interested party. (over)

Johnson & Wimsatt

VS

R. R. Turner, s Admr. et als.

Decree

Oct. 27th 1902

To be entered.

Robert Dentis

C.O.B. No. 6, page 270

Johnson & Wimsatt

vs

R.R.Turner,s Admr. et als.

This cause came on this day to be again heard on the papers formerly read, and on the report of commissioner N.F.Young filed on the 17th day of October 1902, and was argued by counsel:

On consideration whereof the court doth adjudge, order and decree that said report of commissioner Young, to which there is no exception, be, and the same is, hereby ratified, approved and confirmed; and that out of the balance shown to be in the hands of the administrator of the said R.R.Turner deceased, he pay the unpaid costs of this suit, costs of administration, and the rest, if any, to the creditor or creditors having a prior lien.

And the court doth further adjudge, order and decree that Wm.S. Holland who is hereby appointed a special commissioner for that purpose, after having advertised the time, terms and place of sale by printed hand bills for at least three weeks, proceed to sell by public auction, at Isle of Wight C.H., on some court day, the land in the bill and the said report of commissioner Young mentioned; for cash, one third, and the rest in two equal instalments, payable one and two years after date, with interest from date of sale till paid, but before the said special commissioner shall proceed to do anything under this decree he shall enter into a bond before the clerk of this court in the penalty of \$4000, with surety by the said clerk deemed sufficient, payable according to law, and conditioned for the faithful performance of his duties under this and all subsequent decrees entered in this cause.

And the said special commissioner shall report to court.

#2.

for that purpose upon the payment of the purchase price as herein-
before mentioned by the bidders respectively shall make, execute and
deliver to each of them a good and sufficient deed with Special
Warranty, conveying to the said bidders respectively, the two several
tracts of land purchased by them as shown by the said report of Special
Commissioner, Wm. S. Holland; and that out of the money paid by W.D.
Turner for the tract of land purchased by him, the said Special
Commissioner shall pay first, the cost of said suit and sale,
and shall pay the residue, or a sufficient part thereof to pay the
balance of the debt of first-class due to the said Johnson &
Wimsatt as shown by the report of Commissioner Young filed in this
cause on the 18th day of April, 1902 and heretofore confirmed by this
Court. And that the said Special Commissioner shall make report to
Court,

Robert R. Huntis

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

In the Clerk's Office of Isle of Wight County Circuit Court this 16th.
day of January, 1903, the foregoing vacation decree was received and en-
tered of record.

Teste, N. A. J. Young C.C.

In the Circuit Court of Isle of Wight County in Vacation
this fifteenth day of January, nineteen hundred and three.

Johnson & Wimsatt

Vs

R. R. Turner's Administrator et als.

This cause came on this day to be again heard on the papers formerly read, on the report of sale by Wm. S. Holland Special Commissioner filed this day by leave of Court, and on reasonable notice of the purpose of the plaintiffs to apply for this decree in vacation, and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree, that the said report of the sale by Special Commissioner Wm. S. Holland, showing that he has sold by public auction to W. A. Wimsatt of the firm of Johnson and Wimsatt, the tract of land containing fourteen hundred and one acres more or less known as the "Raynor Tract" at the price and sum of four thousand and seventy-five (4075) dollars; and that he has sold in the same manner to W. D. Turner the tract containing one hundred and ninety acres known as the "Tom Carroll Tract" at the price and sum of nine hundred and twenty-five (925) dollars, be, and the said report, to which there have been no exceptions filed or taken, is hereby ratified and confirmed. And the Court doth further adjudge, order and decree that the said purchasers may at their election pay all in cash and take a deed for the lands bid off by them respectively, that the said Special Commissioner is hereby authorized to accept the receipt of the firm of Johnson & Wimsatt for the sum of four thousand and seventy-five (4075) dollars as payment for the tract of land purchased by the said W. A. Wimsatt, and that the said W. D. Turner may pay for the tract bid off ~~by~~ him all at once, and take a deed for the same; and that Wm. S. Holland who is hereby appointed a Special Commissioner

Johnson and Winsall

v } Du Chancery

R. R. Turners, admr

June 8th 1907.

To be Entered

R. E. Boykin

C O B L, page 500

JOHNSON & WIMSATT

VS) Chancery: Circuit Court of Isle of Wight County.

TURNER'S ADMINISTRATOR ETC.

This cause came on this day to be again heard on the papers formerly read, and was argued by counsel. On consideration whereof, the Court doth adjudge, order and decree that a commissioner of this court ascertain and report to court the following accounts, to-wit:

1st. A further account of the doings and transactions of Wm. D. Turner, administrator of R. R. Turner, deceased.

2nd. An account of the doings and transactions of Wm. S. Holland, under decree herein of January 15th. 1903, which accounts the said commissioner shall take, state, settle and report to court with any other matters specially stated, deemed pertinent by himself or required ~~to be taken and reported by any of the parties to said suit.~~

by any of the parties to be so stated.

Charles Womble and wife
to) Contract
R. R Turner

Copy filed with papers under
decree herein of July 3rd. 1907.

Writing and acknowledged same this 18th. day of December 1900.
Geo. W. Peck J.P.

A copy, teste _____ C.C.

KNOW ALL MEN BY THESE PRESENTS, that we, Charles Womble and Victoria Womble, wife of the said Charles Womble in the County of Surry in the State of Virginia, for and in consideration of the sum of five hundred dollars 500.00 one hundred and fifty dollars cash in hand the receipt of which is hereby acknowledged, and for the further consideration of three hundred and fifty dollars in two equal payments of one hundred and seventy five dollars each in _____, payable to him Chas. Womble or his legal representatives he the said Chas Womble and Victoria wife of the said Chas Womble doth give, grant bargain and sell with general warranty unto R. R. Turner all of the timber twelve inches on the stump and upwards excepting the oak in and upon a certain tract or parcel of land situated lying & being in the County of Surry and State of Virginia, it being the said land where the said Charles Womble now resides and bounded as follows: on the South by the lands of J. H. Bailey on the North by the lands of Andrew Reaves on the West by the lands of Benj. Edwards on the East by the lands of M. M. Ellis.

The party of the first part doth grant with full power and lawful authority to build construct maintain and operate all necessary roads over and across said land except the open field all necessary buildings and structures for the purpose of cutting felling and removing of said timber with the right to reserve the same after the said timber is cut and fell and removed. It is further agreed by the party of the first part that R. R. Turner or his assignees shall have (4) four years from the date of this agreement to cut and remove the said timber and each additional year the timber remains on the land R R. Turner agrees to pay fifty dollars per year for each and every year thereafter.

No timber to be cut and removed until the whole purchase money is paid.

his
Charles x Womble (SEAL)
mark:

Victoria x Womble (SEAL)

State of Virginia
Surry County

Personally appeared before me in county and state aforesaid Charles Womble and Victoria Womble whose names are signed to the within

Johnson & Wimsatt

vs) Chancery

Turner's Admr. et als.

Rough decree

Enter *This*

R. E. Boykin

July 3rd. 1907.

C.O.B. No. 6, page 509

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

Johnson & Wimsatt

vs) Chancery.

Turner's Administrator et als.

It appearing to the Court that the Cumberland Lumber Company, by successive conveyances, has purchased all the timber on the Charles Womble tract of land in Surry County, Virginia, which appears by the proceedings herein to have been conveyed to R. R. Turner by Charles Womble and wife, and by decree in this cause directed to be conveyed to the James River Railway and Lumber Company; and it further appearing to the Court that the said deed of the said Charles Womble and wife *has not been admitted to record,* and that the said Cumberland Lumber Company desires to withdraw the same from the papers in this cause for the purpose of having the same recorded, leave is hereby granted the said Cumberland Lumber Company to withdraw from the papers in this cause the said deed ^{upon} ~~by~~ filing ~~herein~~ a certified copy thereof *in the papers of this cause.*

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

Johnson & Wimsatt.....Complainants

vs.

R. R. Turner's Administrator, et als.....Defendants.

This cause came on this day to be again heard on the papers formerly read and on the report of Commissioner Johnson filed herein on the 13th day of September, 1907, to which no exception has been taken and was argued by Counsel.

On consideration whereof, the Court doth adjudge, order and decree that the said report be, and the same is, ratified, approved and confirmed.

And nothing further remaining to be done in this cause it is ordered to be stricken from the docket.

debits
deposits
9.400

Johanson and Minns v R R. Turner order
Decr 11th will show how much
H. Turner. paid to DTH or deposited in
Bank. (See also his report) Warrant order of

Decr April 28. 1902. directs payment
out of acct in BK of S. as shown by H.
H. report of county clerk filed Apr 15 - 1902
of costs of suit - to DTH - sum of \$10.185.⁰⁰
in Column Honor G R. A. 103⁶⁵ - with inc
on 1002 for Aug 4. 1901 - see pass orders
1 a further acc of debts of R R T. as
2 acc trans H. D. T. adm -
3 show decr as R R T. due seized & paid
4 an acc of items - many more specially decr

Decr Oct 27 - 1902. - Confirms Com. by Decr
of Oct 17. 1902, & directs adm. out of the
shown total in his hands. pay unpaid costs
of suit, administration file bal; if any. to
the creditors having a prior claim.

Apprs M. S. Hallard coming to sell the
land in the will shows 4.5 report enclosures

Decr Jan 15 - 1903. (Case in Cause)
Confirms order by Comr. - directs him to
accept receipt of DTH for 4078⁰⁰ in payt
of land bought by him.
Collect from M. D. T. 928⁰⁰ for land bought
by him & out money for 1st cost of said tract -
the bal due DTH as shown by Com. & report
of April 18. 1902. Whereupon

Comm Y- Rpt Apr 18-1902.

Debt DTH-

Out fr July 9-1902,

14742.52
10185.50
4555.52
40751

Reports and deposits in Bank by H.D. Bue DTH

J. as owner - as \$104505. That of this and
\$2000 was proceeds of sale of property not

included in any deed of trust there,

\$2085 and that and, even costs of sale,

10185.

or portion thereof may sum proper; be

paid DTH.

That when H.D. & wife receive

Fee for Report 5000, where?

Note from Apr 28-1902. Conf & Ref. directly

paid to JTH of \$10,185.00

on when 103.65, with in on 100. from aug 4-

1901. - orders Apr 28

Comm Youngs Report. under Comm Apr 28-1902

File Dec 12-1902

shows. After payt. of costs. admin

and directed the pt Johnson Munsell

Comm - to be due by owner of 239.54

Decree Apr 27-1902, directs out of above

and H.D. & wife pay unpaid costs, costs of

admⁿ & rest, if any to creditors or creditors

having prior lien, no Report direct.

Nothing to show that 239.54 has been
paid by owner.

Johnson & Minicane

10

Summer R. R. & adms

memo

Proceedings in

Switz.

R.R.B.

Rept M. F. Holland Comr Genl Jan 15 - 1903

Report confirmed - by Decree ~~made~~ of Jan 15 - 1903
 Directed to accept receipt of Johnson &
 Minshall for 4075. in payment of land purchase
 by M. F. Minshall,
 assess of N. D. T. \$725. for land bought
 of him & pay thereon ~~unpaid~~ costs of suit & be
 President, or a sufficient port thereof to
 pay tax due D. T. N. as shown by comr G.
 report of April 18 - 1902. Comr should
 make report.

No report made by Holland and
 nothing to show that N. D. T. has paid
 on tax due by him of 239.54,
 to further proceedings
 in said. to receipt for 4,075.00 for D. T. N.

Am't due Johnson & Minshall per -

Comr Youngs report.

14,740.52

Sub from July 9 - 1902 tax paid

10,185.00

Paid by N. D. Turner admr

Apr 30 - 1902

Balance due

\$4,555.52

Paid by Comr N. purchase price
 of land

4,075.00

Balance due D. T. N. without calⁿ of interest

480.52

Balance in hands of N. D. Turner admr

per Comr G. S. report.

239.54

Am't directed to be collected by

comr of N. D. T. price of land

925.00

costs & expenses sale to be deducted.

Note: A. P. Young - Comr Genl paid
 \$71.00 mch 22 - 1902, by N. D. Turner
 reduced time in a/c.

Isle of Wight County, to wit.

I, 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 Martha R. his wife, whose names are signed to the writing hereto annexed, bearing date May 11th 1895 have acknowledged the same before me in my said county. Given under my hand this 11th day of May 1895.

R.E. Boykin

Comr in Chcy.

In the clerk's office of the County Court of Isle of Wight County, this 20th day of June 1895, this deed was admitted to record on the annexed certificate.

Wm. O. Young att

May 11th 1895.

Turner, R.R. and Wife.

To. Deed of Trust

Exhibit
"A"

Trustee for Johnson & Wimsatt.

483712

Admitted to record ~~May~~ ^{June} 20, 1895.

Recd. in Deed Book
59 page 560

Tax ----- \$4.90

Fee ----- \$1.40

Paid by Chk.
N.P. Young att
\$0.30

of Washington, in the District of Columbia, the payment of the sum of a certain note, of even date herewith, made by the said R.R. Turner, and being for the payment ^{to the said Johnson & Hunt date} of the sum of Four Thousand Eight Hundred and Thirty Seven Dollars and Twelve Cents (\$4837.12) ninety days after date, negotiable and payable at the Citizens ^{National} Bank of Washington, D.C., together with all renewals and continuations of the same.

And it is covenanted and agreed between the parties aforesaid, that in the event of default in the payment of the said note, or any note or notes given in renewal or continuation of the same, sale may be made; and in case of a sale the same shall be made at Isle of Wight C H on some court day, after having given at least twenty days notice of the time and place of sale by hand bills, and in the discretion of the said trustee in some newspaper, and upon the following terms, to wit; for cash as to so much of the proceeds of sale as may be necessary to defray the expenses of executing this trust, including a commission of five per cent to the said trustee, and to discharge the amount of money, principal and interest then due on the said note, or any note given in renewal or continuation of the same. And if there be any residue the same shall be made payable at such time and be secured in such manner as the said R.R. Turner shall prescribe and direct, or in case of his failure to give such directions, in such manner as the said trustee shall think fit.

Witness the following signatures and seals.

R.R. Turner (Seal)

Martha R. Turner (Seal)

This deed made this 11th day of May 1895, between R.R. Turner and Martha.R. Turner of the County of Isle of Wight and State of Virginia, of the first part, and *H. R. Parker* Trustee of the County of Isle of Wight and State of Virginia of the second part; WITNESSETH, that the said R.R. Turner and Martha.R., his wife for and in consideration of the sum of Five Dollars to them in hand paid the receipt whereof is hereby acknowledged, doth grant with general warranty unto the said *H. R. Parker* the following property, to wit; all of the timber twelve inches on the stump and upwards, on the tract of land known as "Delk's Old Place", lying and being in the County and State aforesaid, and bounded as follows; on the North by the lands of T.G. Delk Mrs Mary Stephenson and W.W. Cofer, or lately owned by him, on the South by the lands of Jas. Burquhart decd, on the East by the lands of Stephen. N. Urquhart, and on the West by the Blackwater river, together with all of the rights privileges and easements which were conveyed to R.R. Turner and W.D. Turner by S.D. Delk et als, by their deed dated May 1st 1885, and which were conveyed to W.D. Turner by the said R.R. Turner by his deed dated Jan'y 18th 1892, and which were conveyed by the said W.D. Turner to the said R.R. Turner by deed of even date herewith, which deeds are duly recorded in the Clerks Office of the County Court of the County aforesaid, together with the extension of said rights, privileges and easements as contained in agreement X filed in the suit of Delk et als Vs Turner et al, reference to the said deeds and agreement is hereby had for a more particular enumeration and description of the rights, privileges and easements hereby granted and conveyed.

IN TRUST, to secure to Johnson, Wimsatt & Co of the City

July 1st 1899

R. R. Turner et ux,

TO.

DEED
of
TRUST

R. E. Boykin, Trustee.

Exhibit

B.

1899.
July 5. Presented and
with certificate. A.R.
at 10 o'clock a.m.

A.S. Ennace, cell

Recorded in D.B. 28 at
page 424 and verified

A.S. Ennace.

1899. July 10th Rec'd

A.R.

Recorded in D of D.B.

5 Page 220 -

Gen Index 1194 - 646

Fee paid

\$10.087.58

Fee

1.76

Tax

10.10

Paid -

\$11.86

STATE of VIRGINIA:

City of Newport News: To-wit:--

I, W. E. Howle, a Notary Public in and for the County of Isle of Wight in the State of Virginia, do certify that R. R. Turner and Martha A. Turner, his wife, whose names are signed to the foregoing writing, bearing date on the 1st. day of July, 1899, have acknowledged the same before me in my County aforesaid.

Given under my hand this 1st day of July, 1899.

Notary Public.

Virginia: In Surry County Court Clerk(s Office, July, 5, 1899.

This deed was presented, and with the certificate annexed, admitted to record at ten o'clock, a. m. Ten dollars and fifty cents in United States Internal Revenue stamps being affixed thereto and duly cancelled.

Teste:-

Ad. Edwards, Clerk.

*Virginia In the Clerk's Office of
Southampton County Court July 10th 1899.
This deed was presented and with stamps of internal revenue amounting to ten dollars and fifty cents and certificate annexed admitted to record.
Teste *B. F. W. Lemore* C. C.*

Wight Court House on some Court day, after giving at least Twenty days notice of the time and place of sale by hand bills posted at five or more public places in the said County and in the discretion of the said Trustee or at the request of the beneficiary in this deed in some newspaper, and upon the following terms, to-wit: For cash as to so much of the proceeds as may be necessary to defray the costs of executing this trust, including a commission of five per centum on the gross sales to the said Trustee, and to discharge the amount of money principal and interest that may be then due on the said note, or any note given in renewal or continuation of the same, and if there be any residue the same shall be made payable at such time and secured in such manner as the said R. R. Turner shall prescribe and direct, or in the event of his failure to give such direction, at such time and in such manner as the said Trustee shall think fit.

If no default shall be made in the payment of the said note, or any note given in renewal or continuation of the same, a good and sufficient deed shall be executed to the said R. R. Turner at his own proper costs and charges.

Witness the following signatures and seals:

R. R. Turner (SEAL)

Martha R. Turner (SEAL)



facturing Company by Alonzo Turner and wife by their deed duly recorded in the Clerk's Office of the County Court of the County of Surry in Deed Book 26, page 487, to which last mentioned deed reference is hereby had for a more particular description of the timber and interest therein hereby conveyed.

THIRD. All of the railroad iron, bolts, and fasteners purchased by the said R. R. Turner from Griffith and Shepard, receivers of the J. W. Fuqua Lumber Company, which iron is now upon the track of the said J. W. Fuqua Lumber Company in the Counties of Surry, and Southampton, *and Isle of Wight.*

FOURTH. All of the manufactured lumber now upon the mill yard of the said R. R. Turner in the County of *Isle of Wight*, supposed to be some ~~Three~~ Hundred and Fifty Thousand (350,000) feet.

FIFTH. All of the Cypress logs of the said R. R. Turner now on the lands of George Bryant in the County of Isle of Wight.

I N T R U S T to secure to Johnson and Wimsatt. of the City of Washington in the District of Columbia, the payment of the sum of Ten Thousand and Eighty Seven Dollars and Fifty Eight Cents (\$10,087.58), evidenced by a certain negotiable promissory note, made by the said R. R. Turner, bearing even date herewith, negotiable and payable at the Citizens National Bank of Washington, Washington, D. C., and being for the payment to the said Johnson and Wimsatt of the sum of Ten Thousand and Eighty Seven Dollars and Fifty Eight Cents (\$10,087.58) One year after date, with interest from date, and all notes given in renewal or continuation of the same.

And it is covenanted and agreed between the parties aforesaid, that in the event of default in the payment of the note aforesaid at maturity, or any note given in renewal or continuation of the same, sale may be made, and in case of a sale the same shall be made at public auction at Isle of

THIS DEED: Made this 1st. day of July in the year 1899 between R. R. Turner and Martha R., his wife, of the County Of Isle of Wight and State of Virginia, parties of the first part, and R. E. Boykin, Trustee, of the County and State aforesaid, party of the second part:

WITNESSETH: That the said R. R. Turner and Martha R., his wife, doth grant unto the said R. E. Boykin the following property, to-wit:

FIRST. All of the right, title, and interest of every kind, nature, and description whatsoever of the parties of the first part in and to the standing ~~pine~~ timber trees measuring Twelve inches on the stump in and upon that certain tract or parcel of land in the Counties of Surry and Southampton, the timber upon which was conveyed to the said R. R. Turner by the Gay Manufacturing Company, a corporation, by their deed bearing date December 9th. 1898, and to be recorded in the Clerk,s Office of the County Court of the Counties aforesaid, and which was conveyed to the said Gay Manufacturing Company by Jonas E. Lawrence and wife by their deed duly recorded in the Clerk,s Office of the County Court of the County of Surry in Deed Book 27, page 359, and in the Clerk,s Office of the County Court of the County of Southampton in Deed Book 43, page 372, adjoining the lands of R. B. Harville, Tony Harville, Joseph Bailey and others; to which last mentioned deed reference is hereby had for further information and description of the timber and interest therein hereby conveyed.

SECOND. All the right, title, and interest of every kind, nature, and description whatsoever of the said parties of the first part in and to all of the standing timber measuring Ten inches across the stump at the time of cutting which was conveyed to the said R. R. Turner by the said deed of the Gay Manufacturing Company aforesaid, and to the said Gay Manu-

31st Jan. 1901.

P.R. Turner.

To. Deed of Trust.

R.E. Poykin. Trustee.

For Johnson & Wimsatt

1901- Oct 15. Rec'd &

A.R.

Exhibit

b.

Exhibited

Item 1st & 2nd

Recorded T.D.B.

6 Page 133.

Gen. Inver 1174-646

1.60

1.25

7.85 ch. R.R.I.

sale by hand bills posted at five or more public places in the county of the place of sale, and upon the following terms, to wit, for cash as to so much of the proceeds of sale as may be necessary to defray the expenses of executing this trust, including a commission of five per cent on the gross sales to the said trustee, and to discharge the amount of money, principal and interest that may then be due on the said note, or any note or notes, given in renewal or continuation of the said note; and if there be any residue the same shall be made payable at such time and be secured in such manner as the said R.R. Turner shall prescribe and direct, or in case of his failure to give such directions, in such manner as the said trustee shall think fit. The said R.R. Turner covenants to pay all taxes, dues, assessments and charges upon the ~~property~~ property hereby conveyed so long as he or his assigns shall hold the same.

Witness the following signatures and seals.

R.R. Turner (Seal)

Isle of Wight County, to wit:

I, W.E. Howle, a Notary Public for the County aforesaid, in the State of Virginia, do certify that R.R. Turner, whose name is signed to the writing hereto annexed, bearing date January 31st 1901, has acknowledged the same before me in my said County. Given under my hand this 4 day of Aug 1901.

W.E. Howle
Notary Public

Virginia - In the clerk's office of Southampton County Court October 15, 1901. This deed was presented and with certificate annexed admitted to record, Teste B.F. McLenore C.C.

This Deed, made this 31st day of January 1901, between R.R. Turner of the County of Isle of Wight and State of Virginia, of the first part, and R.E. Boykin, Trustee of the second part. Witnesseth that the said R.R. Turner doth grant unto the said R.E. Boykin, the following property, to wit; one horse named Rattler, one horse named Kermess, one pony, named Prince, one horse named Rover, one mule named Mike, one mule named Logan, one mule named Kate, one mule named Prince, one mule named John, one horse named Charlie, six oxen, seven carry-logs and fixtures, two dump carts and harness thereto belonging, being all of the oxen, carry logs and dump carts owned by the said R.R. Turner, and one store-house situate, and being on the lands of R.H. Pretlow decd, in the County of Southampton, the said R.R. Turner having the right and privilege to remove the same at will

In Trust to secure to *J. Johnson Wimsat* the payment of the sum of Fifteen Hundred and Fifty Two Dollars and Fifty Cents, evidenced by a certain note, made by the said R.R. Turner, and being for the payment of the sum of Fifteen Hundred and Fifty Two Dollars and Fifty Cents, ninety days after date to the said *Johnson* ~~Wimsat~~

X Wimsat, negotiable and payable at the Citizens National Bank, Washington, D.C. bearing date Aug 13th 1900, and any and all notes or note given in renewal or continuation of the same in whole or in part.

And it is covenanted and agreed between the parties aforesaid, that in the event of default in the payment of the said note, or any note or notes given in renewal or continuation of the said note, in whole or in part, at maturity, sale may be made; and in case of a sale the same shall be made at Isle of Wight Court House, or at such other place as the said trustee may appoint, after giving at least ten days notice of the time and place of

Turner, R. R., and wife
and
Turner, W. D., and wife

)
) DEED
to) OF
) TRUST?

Patteson, S. S. P., Trustee.

*Exhibit
D.*

\$12,000.00

*Admitted to Record
January 12th 1900*

*Recorded in Deed Book
55 Page 20*

*Examined & Verified
Teste J. M. ... 20.*

*Pay \$12.00
on \$13.25*

Land

S. S. P. PATTESON,

ATTORNEY AT LAW,
RICHMOND, VIRGINIA.

*Filed Jan 20th 1900
Teste J. M. ... 20.*

State of Virginia)
Isle of Wight County) to-wit:

I, W. E. Howle a Notary Public for
the county aforesaid in the State of Virginia, do certify that
R. R. Turner and Martha R. Turner, his wife, whose names are
signed to the foregoing writing, bearing date on the 2nd day
of January, 1900, have acknowledged the same before me in my
County aforesaid.

Given under my hand this 8 day of January, 1900.

W. E. Howle N. P.

.....

State of Virginia)
Isle of Wight County) to-wit:

I, W. E. Howle a Notary Public
for the county aforesaid in the State of Virginia, do certify
that W. D. Turner and Sallie A. Turner, his wife, whose names
are signed to the foregoing writing, bearing date on the 2nd
day of January, 1900, have acknowledged the same before me in
my County aforesaid.

Given under my hand this 8 day of January, 1900.

W. E. Howle N. P.

.....

In the clerk's office of Isle of Wight County Court January 12th
1900, this deed of trust from R. R. Turner et al. to S. P. Patterson trustee
was received and with the certificates thereon admitted to record
Teste S. P. Patterson, Jr.

of money then payable upon the said note, and if there be any residue of said purchase money, the same shall be made payable at such time, and secured in such manner, as the said parties of the first part, their executors, administrators, or assigns shall prescribe and direct, or in case of their failure to give such directions, at such time and in such manner as the said trustee shall think fit. The said parties of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed, so long as they, or their heirs or assigns shall hold the same; and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of \$ 7130.00 for the further protection of the holder of the said note, or assigns, and in the event of their failure to do so, then the trustee, or the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity, by which the debt aforesaid may be recoverable.

IF NO DEFAULT SHALL BE MADE in the payment of the above mentioned note or insurance premiums, then, upon the request of the parties of the first part, a good and sufficient deed of release shall be executed to them, at their own proper cost and charges.

WITNESS the following signatures and seals:

B. P. Turner (Seal)

Martha P. Turner (Seal)

W. S. Turner (Seal)

Sallie A. Turner (Seal)

five (65) acre tract of land above described, in Isle of Wight County, Virginia, but to be removed to a new location in Surry County, Virginia, about five (5) miles distant from present location, and

(5) Five hundred and twenty-five acres (525 acres), more or less, conveyed by C. F. Wrenn and wife, by deed dated May 27th, 1880, to R. R. Turner, of record in the Clerk's office of Isle of Wight County Court, which was conveyed by said R. R. Turner and wife to W. D. Turner, by deed dated May 24th, 1882, duly recorded in said Clerk's office in D. B. 46, page 544, to which reference is hereby made for greater certainty of description,

IN TRUST, to secure to the holder thereof the payment of the sum of Twelve thousand Dollars (\$12,000.00), as evidenced by one certain negotiable note, dated January 2nd, 1900, drawn by R. R. Turner to the order of W. D. Turner and by the said W. D. Turner endorsed, for Twelve thousand Dollars (\$12,000.), payable three (3) months after date at the Citizens National Bank of Washington City, Washington, D. C., with interest at the rate of six (6) per cent per annum until paid.

IN THE EVENT THAT DEFAULT SHALL BE MADE in the payment of the above mentioned note, when it becomes due and payable, then the said trustee, on being required so to do by William A. Wimsatt, his executors, administrators, or assigns, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties afore-said that in case of a sale, the same shall be made at public auction on the premises, after first advertising the time, place and terms thereof for ten (10) days in some newspaper published in the city of Richmond, Virginia, and upon the following terms, to-wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustees commission of five (5%) per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount

THIS DEED, made this 2nd day of January, in the year 1900, between R. R. Turner and Martha R. Turner, his wife, W. D. Turner and Sallie A. Turner, his wife, all of the Isle of Wight County and State of Virginia, parties of the first part, and S. S. P. Patteson, of the city of Richmond, Virginia, party of the second part,

WITNESSETH: That the said parties of the first part do grant unto the said party of the second part the following property, to-wit:

All of those tracts, pieces or parcels of land, bounded and described as follows:

(1) Fourteen hundred (1400) acres of land, and improvements thereon consisting of three two-storey dwellings and one store house, in Hardy District, Isle of Wight County, Virginia, bounded on the east by the lands of A. B. Stott, on the north by the lands of L. L. Velines, on the west by the Rattlesnake Swamp and on the south by the lands of Dr. Urquhart, deceased;

(2) Sixty-five (65) acres, in Isle of Wight County, Virginia, bounded as follows: On the east by the lands Bryant, on the north by the lands of Robert Binford, deceased, on the west by the lands of Mrs. T. G. B. Delk and on the south by the lands of Dr. Urquhart, deceased;

(3) One hundred and ninety-two (192) acres of land in said Isle of Wight County, Virginia, bounded as follows: On the south by the lands of George Carroll's estate, on the east by the lands of C. B. Turner, on the west by the lands of J. S. Gale and on the North by the lands of A. S. Holleman;

(4) One (1) fifty-horse power steam boiler, built by Eittinger & Edmonds, of Richmond, Virginia; one saw mill and fixtures, built by Stearns Mfg. Co., Erie, Pennsylvania, and all saws and tools belonging thereto, now located on the sixty-

maintain and operate all necessary
over and a crop soil land except the open
field all necessary building & structures for
the purpose of cutting felling and removing
of soil timber with the right to reserve the same
after the said timber is cut felled and removed
it is further agreed by the party of the first part
that R.R. Dinn or his assigns shall have three
years from the date of this agreement to cut
and remove the said timber and for each
additional year the timber remain on the
land R.R. Dinn agrees to pay fifty dollars
per year for each and every year thereafter
no timber to be severed until the
purchase money is paid in full

J. & X. Bailey Seal
Moss

J. & X. Bailey Seal

State of Virginia

Shenandoah County

Personally appeared before me
G. W. Beck a Justice in my
Court & State of said J. & X. Bailey
& J. & X. Bailey whose names are
signed to the within writing and
acknowledged to same this 18th day
of Dec 1900

G. W. Beck

J.P.

Seal
Bailey 7-3

Know all men by these presents that we
 J. H. Bailey and W. A. Bailey wife of the said
 J. H. Bailey of the County of Surry in the State of
 Virginia for and in consideration of the sum
 of four hundred and twenty five dollars
 \$425.00 one hundred & twenty five dollars
 cash in hand the receipt of which is hereby
 acknowledged and for the further consideration
 of three hundred dollars in two equal payments
 of one hundred and fifty each in six and nine
 months with the interest at 6% per annum
 payable to him J. H. Bailey or his legal
 representatives by the said J. H. Bailey and
 W. A. Bailey wife of the said J. H. Bailey doth
 give grant bargain and sell with general
 warranty unto R. R. Turner all of the timber
 fourteen inches on the stump and upwards
 excepting the oak in and upon a certain tract
 or parcel of land situated lying & being in the
 County of Surry and State of Virginia about four
 miles East of Wakefield known as Bainsburg
 and bounded as follows. Commencing at a white
 oak tree on the branch dividing line between
 B. H. Goodrich and Joe Ellis thence up said
 branch to a striped pine near Joe Ellis gate
 thence in a northerly direction to a striped black
 thorn to a white oak striped on both sides
 thence to a small low wood thorn in a westerly
 direction down a cart path to tree of Ches
 Noble a small pine tree thence due West down
 said line to B. H. Goodrich outer Gate.
 The party of the first part doth grant with full
 power and lawfull authority to build construct

all paid for
500 m ft

Drilling # 2

The timber on the east
side of the tract of land
known as the Shade the timber
on the South east side of
a tram road built by
Burt & West known as the
mill tract the timber on
the South east side of
the Cedar Point farm adjoining
the lands of Henry Putnam
then the said timber to be
cut & felled within five
years from the date of this
contract and in each and
every additional year that
the timber remains on the land
the said Burt & West covenants
and agrees to pay to the
said J. H. Bailey & heirs
the sum of (\$50.00) Fifty Dollars
per annum no timber to
be cut or removed until
the whole of the purchase money
is paid no tram road or
cart path to be used
across any of the timber
land the said Burt & West
grant with full
power and lawful authority
to build construct maintain
and operate all necessary tram
tracks over and across said
land all necessary buildings
and structures for the purpose
of cutting felling and removing
said timber with the right

to remove the same after the
said timber is cut felled and
removed.

Given under our hands &
seals this 13th day of June A.D.
1898.

J. H. Bailey
J. A. Bailey

Seal

Seal

State of Virginia } To wit -
Sussex County }

I, J. H. Russell a Justice for the County
aforesaid do certify that J. H. Bailey, and
J. A. Bailey his wife whose names are
signed to the foregoing writing bearing
date 13th day of June 1898. have this
day acknowledged the same before
me in my County aforesaid
Given under my hand this day &
date above

J. H. Russell J. P.

Know all men by these Presents

That we, J. St. Baile and L. A. Baile
wife of the said J. St. Baile
for and in consideration of the
sum of ~~($\$500.00$)~~ Five Hundred
Dollars ~~($\$250.00$)~~ Two Hundred
and fifty Dollars of which cash
in hand said before the signing
making and deliver of these pres-
ent the receipt whereon is here-
by acknowledged and for the
certain consideration of the
execution by R. K. Burnes of
his note of even date herewith
for the sum of ~~($\$500.00$)~~ Two
Hundred and fifty Dollars
payable to him the said
J. St. Baile or his legal
representative twelve months
after date hath given
granted bargained and sold
and by these presents doth
give grant bargain & sell
with general warrant
unto the said R. K. Burnes all
of the timber fourteen inches
except the stump and upwards
in and upon those certain
tracts or parcels of land
situated lying & being in the
county of Spotsylvania and State of
Virginia, about three miles
east of Warrenton. ~~tract~~
~~tract of land on the east~~

Gay Mfg. Co.

No 1 Deed R. & S.

R. B. Turner

1899
July 5. Presented &
with certificate. a
R. at 10 o'clock. a.m.
A. S. Ennis, clerk

Recorded in D. B. 28 at
page 422 and verified.

A. S. E. Clk.

1899. July 10. Rec'd &

Recorded in D. B. = 45
Page 659

Gen Index 636 - 1082

Fee paid

\$ 55 00. 00

Fee

1.25 -

5.50

July

Paid \$ 6.75 -

R. H. Prellon &c
No 7 Deer 13. K.D.
J. E. Lawrence

— A Copy —

May 19-94

Seard & Yer 75^c

In Surry County Court Clerk's Office July 12, 1894.

This deed was presented and with the
certificate annexed, admitted to record at three
o'clock P. M.

Mailed J. E. Lawrence.
Elwood, Va., July 18, 1894. }

Teste:-

A. S. Edwards, Clerk.

A Copy

Teste:-

A. S. Edwards, Clerk

Jan'y 26, 1900.

County of Botetout, to-wit:-

I J. J. Schulty, a Notary Public for the
aforesaid Co., in the State of Virginia, hereby
certify that A. A. Finch, and A. W. Finch, whose
names are signed to the within deed, dated on
the 19th day of May 1894, have acknowledged the same
before me, in my County aforesaid.

Given under my hand this, the 28th May, 1894,

J. J. Schulty,
Notary Public.

State of Virginia.

County of Mansemond to-wit:-

I Lee Britt, a Notary Public in and for
the County of Mansemond in the State of Virginia
do certify that Juliet C. Pettow and Pattie V. Pettow,
whose names are signed to the foregoing writing
bearing date the 19th day of May, 1894, have ack-
nowledged the same before me, in the County aforesaid,

Given under my hand this 6th day of June ¹⁸⁹⁴

Lee Britt,

Notary Public.

Southampton County: In The Clerk's Office July ¹⁸⁹⁴ 5,

The foregoing deed from R. H. Pettow
and also to J. E. Lawrence, was this day received,
and with the certificates annexed, admitted
to record.

Foster:-

B. F. McSemon, C. C.
(In)

sonally came Robert H. Pittlow to me known to be
one of the individuals described in, and who executed
the foregoing conveyance, and acknowledged that
he executed the same.

Chas Brandt Jr.
Notary Public,
N.Y. Co. (192)

State of New York.
City and County of New York. } ss.

I Henry D. Purroy Clerk of the City
and County of New York, and also Clerk of the
Supreme Court for the said City and County, the
same being a Court of record, do certify that Chas. Brandt
Jr, whose name is subscribed to the certificate of the
proof or acknowledgement of the annexed instrument
and thereon written, was, at the time of taking
such proof or acknowledgement, a Notary Public
in and for the City and County of New York,
dwelling in the said City commissioned and
sworn, and duly authorized to take the same,
and further, that I am well acquainted with
the hand writing at such Notary, and verily
believe that the signature to the said certifi-
cate of proof or acknowledgement is genuine.

In Testimony whereof I have hereunto set
my hand and affixed the seal of the said Court
and County, the 22 day of May, 1894.

seal

Henry D. Purroy, Clerk.

State of Virginia.

And the said parties of the first part expressly reserve a lien upon said timber hereby conveyed for the payment of the deferred payments above referred to, until the same shall have been paid in full.

Witness the following signatures and seals:-

	Susie P. Boykin	Seal
	R. S. Boykin	Seal
	Helen M. Pretlow	Seal
Witness as to R. H. Pretlow	R. H. Pretlow	Seal
Chas. Braudt Jr.	A. A. Finch	Seal
	A. W. Finch	Seal
	Juliet C. Pretlow	Seal
	Pattie V. Pretlow	Seal

Virginia

Hansemond County, to wit:-

J. E. E. Holland, a Notary Public in and for said County in said State do certify that R. S. Boykin, and Susie P. Boykin his wife and Helen M. Pretlow whose names are signed to the foregoing deed, bearing date the 19th day of May, 1894, have acknowledged the same before me, in my County aforesaid.

Given under my hand this the 19th day of May 1894,
E. E. Holland
N. P.

State of New York,

City and County of New York, } ss.

On the 21 day of May 1894, before me per-

the said tract or tracts of land above described for the purpose of removing, and cutting the timber from said land, or for the purpose of cutting and removing timber from any other tract of land purchased or controlled by said parties of the second part, said right of way is to be protected by gates and said gates are to be kept closed. And said parties of the first part also grant to said party of the second part the right to erect all tracks. Machinery, buildings, and improvements and fixtures to be used for the objects and purposes above set out and also to remove the same at the pleasure of said parties of the second part. And said parties of the first part covenant with said party of the second part and his assigns to pay all taxes, levies assessments and dues upon the said land and timber herein described during the continuance of this contract. And said parties of the first part hereby grant unto said party of the second part the full term of five years within which to cut and remove the timber hereby conveyed, said term to commence from the execution and delivery of this contract. And said parties of the first part further grant and agree to extend the time within which to cut and remove said timber, upon condition that said party of the second part shall after the expiration of said term pay to said parties of the first part the sum of one hundred dollars per year for said privilege, for a period not exceeding five additional years.

This Deed, made this the 19th day of May
in the year 1894, between R. H. Pretlow, R. S. Boykin
and Susie P. Boykin his wife Juliet C. Pretlow, Helen
M. Pretlow, Patti C. Pretlow, A. W. Finch, and A. A. Finch
his wife, of the first part and J. E. Lawrence of the
second part; - Witnesseth: That for and in considera-
tion of the sum of twenty-nine hundred dollars,
payable fourteen hundred dollars in cash, the
receipt of which is hereby acknowledged, and the re-
sidue in three equal instalments at five hundred
dollars each, payable in six months, twelve
months and eighteen months respectively from the
date hereof, evidenced by notes executed by J. E.
Lawrence, of even date herewith, bearing legal
interest from date till paid, the said parties
of the first part do grant and convey, with general
warranty, unto the said J. E. Lawrence the follow-
ing property, to-wit: - All the pine saw-mill
timber and pine timber trees measuring twelve
inches across the stump on what is known
as the "La Grange" tract of land, excepting and
reserving whatever timber trees there may be on
what is known as the widows dower in said
tract, situated in Southampton and Surry
Counties, Virginia, and adjoining the land of
R. B. Harville, Tony Harville, Joseph Bailey and others,
and including the timber on the entire tract or
tracts of land known as the "La Grange"
tracts of land. - And for said consideration the
said parties of the first part hereby grant unto
said party of the second part or his assigns
the exclusive right of way through and across

day of December, 1898 have acknowledged the same before me in my corporation aforesaid. And I further certify that *Chas. F. B. B.* Secretary of the said company, at the same time made affidavit that the seal above annexed is the true corporate seal of said company, and was annexed thereto by due authority. Given under my hand this the 14th day of December, 1898.



Henry R. Tinsley
Notary Public

Virginia: In Surry County Court Clerk's Office, July 5, 1899.

This deed was presented, and with the certificate annexed, admitted to record at ten o'clock, a. m. Five dollars and fifty cents in United States Internal Revenue stamps being affixed thereto and duly cancelled.

Teste:-

A. S. Edwards, Clerk.

Virginia In the Clerk's office of Southampton County Court July the 10th 1899. This deed was presented and with stamps of Internal revenue amounting to five dollars and fifty cents and certificate annexed admitted to record.

Teste

B. F. M. Lemore C. C.

2nd. All the right, title and interest of the said party of the first part in and to all the standing timber, measuring ten inches across the stump at the time of cutting, as specified and described in said deed, sold and conveyed to, said party of the first part by Alonzo Turner and wife, by deed recorded in the Clerks Office of the County Court of Surry County in Deed-Book No. 26, page 487, reference to which deed is here made for further information as to the description of the property hereby and thereby conveyed and as to the conditions and provisions contained in said deed.

And the said party of the first part covenants that it has the right to convey said property hereby conveyed to the said grantee; and further covenants and agrees, notwithstanding the lien hereby retained for the payment of the unpaid purchase price, to give to said grantee, after the sum of Four thousand dollars has been paid on the purchase price hereinbefore mentioned, the privilege, to begin cutting the said standing timber hereby conveyed, but on the express condition that full and accurate statements shall be rendered each month to the said party of the first part, and at the expiration of each month after such cutting begins, showing the quantity of timber cut during said month, and that said statements shall be accompanied each time with a remittance equal to one dollar per thousand feet for each thousand feet cut during said month., and all sums received shall be credited on the only note outstanding at that time.

Witness the following signatures and seals:-

The Gay Manufacturing Company

Chas. F. Pitt Jr
Secy.

Wm. H. Bosley
President

State of Maryland,

City of Baltimore, to wit:-

I *Henry R. Talany* a notary public for the *city* ~~corporation~~ aforesaid, in the State aforesaid, do certify that W.H. Bosley, President of The Gay Manufacturing Company, and *Chas. F. Pitt Jr*, Secretary of said company, whose names are signed to the writing above bearing date the 9th



This Deed, Made this the 9th day of December, in the year 1898, between The Gay Manufacturing Company, a corporation duly chartered under the laws of Virginia, and with its principal office in the Town of Suffolk, Virginia, of the first part, and *Richard R. Turner* of the county of *Sole of Wight, Virginia* of the second part-

WITNESSETH: That for and in consideration of the sum of Five thousand and five hundred dollars, payable one thousand dollars in cash, seven hundred and fifty dollars in six months from this date, seven hundred and fifty dollars in twelve months from this date, fifteen hundred dollars in eighteen months from this date, and fifteen hundred dollars in twenty four months from this date, the deferred payments to be evidenced by negotiable notes, executed by the said *Richard R. Turner* and bearing legal interest from date till paid, and made in favor of said party of the first part, and to secure the payment of which said deferred payments a lien is hereby specially reserved upon the property hereby conveyed for that purpose, the said party of the first part, The Gay Manufacturing Company, doth hereby grant and convey, unto the said party of the second part, and assigns, all ^{its} right, title and interest, powers, privileges and franchises in and to the following property hereinafter described, and subject to all the conditions, restrictions, and requirements imposed in the deeds conveying said property to the said parties of the first part, reference to which said deeds is hereinafter made for the purpose of fully incorporating in this deed all the terms, conditions, restrictions and requirements, therein fully set forth, to wit:-

1st. All the right, title and interest of the said party of the first part in and to all the standing pine timber trees measuring twelve inches on the ~~xxumppxxixxx~~ stump, as specified and described in said deed, sold and conveyed to the said party of the first ^{part} by Jonas E. Lawrence and wife, by deed recorded in Surry County Court Clerks Office in Deed-Book No. 26, page 359, and in Southampton County Court Clerks Office in Deed-Book No. 43, page 372, reference to which said deed is here made for further information as to the description of the property hereby conveyed and as to the provisions contained in said deed.

J. E. Lawrence tax

No. 1 Deed Book 2.

The Gay Mt'g Co.

" 1894.

Nov 28. Presented
and with certificate
A.R. at 2 o'clock P.M.

" A. S. Edwards. an

Recorded Deed Book 26

Page 859 Modified

A. S. Edwards Clerk

1894. Dec 5th Rec'd A.R.

Examined

Recorded D.B. 43 Page 372

Index p-1192-664

See

Page 1. 21
Part. C.

1
rence by Susie P. Boykin ~~And~~ others by deed duly recorded in the
Clerks Office of Surry County Court in Deed-Book No. 25, page 244, and in
the Clerks Office of Southampton County Court in Deed-Book No. 43,
page 277-

And it is expressly understood and agreed that said party of the first ^{part},
grants, conveys, transfers and assigns unto the said The Gay Manufactu-
ring Company, its successors and assigns, ~~and~~ rights, powers, privileges
and franchises given and granted to him by the said deed from Susie
P. Boykin and others, duly recorded as aforesaid, and subject to all the
conditions and requirements thereby imposed, as fully as if said pro-
visions giving such powers, privileges and rights, and making such
conditions and requirements were fully incorporated herein, reference
being hereby made to said deed as aforesaid for fuller information
with reference thereto.

Witness the following signatures and seals:

Jonas E. Lawrence (Seal)
M. Irene Lawrence (Seal)

Virginia, Nansmond County, to wit:

I, *W. H. Jones* a Justice of the Peace for the County aforesaid
in the State of Virginia
do certify that Jonas E. Lawrence and N. Irene Lawrence, his wife, whose
names are signed to the writing above bearing date the 23th day of
September, 1894, have acknowledged the same before me in my County a-
foresaid. Given under my hand this the 29th day of *September* 1894-

W. H. Jones J. P.

In Surry County Court Clerk's Office, November 23th 1894.

This deed was presented, and with the certificate annexed, admitted to record at two o'clock P. M.

Weste:-

A. J. Edwards Clerk.

Virginia,

In the Clerk's Office of the County Court for Southampton County Dec. 5th 1894. The foregoing Deed was presented and with the certificate annexed admitted to record.

True: B. A. M. Lemore C. C.

CLERK'S RECEIPT.

65

No. 65

DEEDS.

Grantor:

J. E. Lawrence & Son

Grantee:

The Gay Mfg Co.

Consideration,

-

-

-

-

\$ 3300.00

Amount of tax,

-

-

-

-

\$ 3.30

When admitted to record

Mar 28 1894

Received (date)

Mar 28 1894

A. D. Edwards Clerk.

For \$1 ²⁵ paid

A. O. Corrado
Club

THIS DEED, Made this the 28th day of September, in the year 1894, between Jonas E. Lawrence and N. Irene Lawrence, his wife, of Nansdmond County, Virginia, of the first part, and The Gay Manufacturing Company, a corporation duly chartered under the laws of Virginia, of the second part, Witnesseth:-

That for and in consideration of the sum of Eighteen Hundred dollars payable in cash upon the delivery of this deed, and of the assumption and agreement to pay by the said The Gay Manufacturing Company of three certain notes, for the sum of Five Hundred dollars each, executed by said Jonas E. Lawrence, dated the 6th day of June, 1894, and payable in six months, twelve months and eighteen months from the date thereof respectively, with legal interest from date till paid, at the Farmers Bank of Nansemond, in Suffolk, Virginia, to Sussie P. Boykin, Helen M. Pretlow, R. H. Pretlow, A. A. Finch, Juliet C. Pretlow and Pattie V. Pretlow, and being the deferred payments of the purchase price of the property conveyed, for the payment of which a lien is expressly reserved in the deed conveying same to said Jonas E. Lawrence, the said Jonas E. Lawrence and N. Irene, his wife, do grant and convey, with general warranty, unto the said The Gay Manufacturing Company, the following property, to wit: All the pine saw-mill timber and pine timber trees measuring twelve inches across the stump on what is known as the "La Grange" tract of land, excepting and reserving whatever timber trees there may be on what is known as the widow's dower in said tract of land, situated in Southampton and Surry Counties, Virginia, and adjoining the lands of R. B. Harville, Tony Harville, Joseph Bailey and others, and including the timber on the entire tract and tracts of land known as the "La Grange" tracts of land, and being same property conveyed to said Jonas E. Law-

In Surry County Court Clerk's Office, March 23rd, 1895.

This deed was presented, and with the certificate annexed, admitted to record at three o'clock P. M.

Teste:-

A. J. Conrad Clerk.

Always True

To J. D. 1895

Gen. M. J. Co.

1895

*March 23. Presented
with certificate &
at 3 o'clock P. M.
A. J. Conrad*

*Recorded in Record Book
26 Page 487, and verified
A. J. Conrad*

Deed.

See

and 1895

24th July 1895

MS 24

the full term of five years from the date of this contract within which to cut and remove said timber or timber trees, and as much further time as may be desired, by the payment to said A. Turner, in addition to the amount hereby paid, an amount yearly, equal to the interest on the amount of the purchase price named ^{herein} at the rate of six per centum thereon.

It is further mutually agreed and understood that said A. Turner, his heirs and assigns shall pay all taxes, assessments, levies, dues and charges upon said lands during the continuance of this contract.

It is further mutually understood and agreed that said Company shall have the right to take up and remove any ^{tim}way, railroad or other property belonging to said Company placed upon said land, within a reasonable time after the expiration of this contract.

Witness the following signatures and seals:

Alanzo Turner Seal

Lucinda Turner Seal

State of North Carolina,

County of Edgecombe, to-wit:-

I, E. Pennington Clerk & Ex-officio a notary public, in and for said County in said State, do certify that A. Turner and Lucinda Turner, his wife, whose names are signed to the foregoing deed bearing date the 28th day of November, 1894, have acknowledged the same before me in my County aforesaid. Given under my hand ^{Seal} this the 28 day of November, 1894.

E. Pennington Clerk
Superior Court & Ex-officio a Notary Public
of Edgecombe County, State of North
Carolina,

THIS DEED, made this the 28th day of November, in the year 1894, between A. Turner, and Lucinda Turner, his wife, of Tarboro, N.C., and The Gay Manufacturing Company, a corporation duly chartered under the laws of Virginia, and with its principal office in Suffolk, Virginia, Witnesseth: That for and in consideration of the sum of Three hundred and fifty dollars, the receipt of which is hereby acknowledged, the said A. Turner and Lucinda Turner, his wife, do grant and convey, with General Warranty, unto the said The Gay Manufacturing Company, its successors and assigns, all the timber or timber trees, measuring ten inches across the stump at the time of cutting, on all that certain tract of land in Surry County, Virginia, containing One hundred and sixty five acres, adjoining the lands of R.T. Morris, J.H. Bailey and others, and purchased by said A. Turner of R.D. Gilliam, Special Commissioner in the chancery cause of Atkinson and wife vs Davis' Admr and others pending in the Circuit Court of said Surry County, Virginia, and to be conveyed to said A. Turner by said Commissioner by good and sufficient deed as ordered by decree entered in said cause.

The said A. Turner and Lucinda Turner, his wife do, for the consideration above named, grant unto the said Company a right of way for tramways, railroads or otherwise, over and across said land, for the purpose of removing said timber on said land, or any other timber purchased by said Company on ~~other~~ any other lands adjoining or adjacent to said land hereby conveyed.

And shall and do hereby grant unto said Company, for the same consideration, the right to cut such other timber or timber trees on said land, as may be necessary to construct and maintain said tramway or a railroad track over and across said land, not hereby conveyed.

It is mutually understood and agreed that the said Company shall have

Nv 53

These are the deeds from the Gay Mfg. Co., to R. R. Turner and
they show the deeds from ~~the~~ the Pretlows to Lawrence and from
Alonza Turner all to G. Mfg. Co. thence to R. R. T.

John A. Lamb and R. T. Lacy,
Special Com'rs.

to. Deed.

W. D. Turner.

*Copy of deed of record
in clerk's office of
Tenn. & Wright Co.
ct -*

*A. E. Johnson
W. A. Winsatt*

S. S. P. PATTESON,
ATTORNEY AND COUNSELOR AT LAW,
1002 E. MAIN STREET,
RICHMOND, VIRGINIA.

State of Virginia

City of Richmond, to-wit:

I, W. H. Cousins, a notary public for
the city aforesaid in the State of Virginia, do certify
that John A. Lamb and R. T. Lacy, Special Commissioners,
whose names are signed to the writing above bearing date
on the 14th day of March, 1900, have acknowledged the
same before me in my city aforesaid.

Given under my hand this 26th day of October, 1901.

W. H. Cousins,

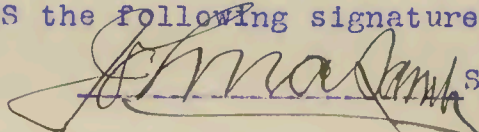
Notary Public

in consideration of the premises and in obedience to the last-mentioned decree, the said John A. Lamb and R. T. Lacy, special commissioners as aforesaid, do grant unto the said W. D. Turner, with SPECIAL WARRANTY, the following property, to-wit:

1. All the personal property belonging to the James River and Blackwater Railroad & Lumber Company, consisting of two steam locomotives, twelve double cars, about three hundred and fifteen (315) tons of "T" iron upon the premises and right of way of the James River and Blackwater Railroad and Lumber Company, a lot of scrap iron along the right of way of the James River and Blackwater Railroad & Lumber Company, together with the right of way, and all and singular the rights and privileges, interests, franchises, road-bed, and track, belonging and appertaining to said road, together with all depot houses and other property used therewith.

2. A certain tract of land situated in the County of Isle of Wight, adjoining the lands of Rhodwell Gray, J. J. Presson, Henry Jones and others, being the same tract of land purchased by R. R. Turner from T. N. Urquhart, and by said R. R. Turner conveyed to the said James River and Blackwater Railroad and Lumber Company, containing by estimate four hundred and fifty (450) acres, be the same more or less.

WITNESS the following signatures and seals:

 Special Commissioner (Seal)
 Special Commissioner (Seal)

54

THIS DEED, made this 14th day of March, 1900, between John A. Lamb and R. T. Lacy, special commissioners as hereinafter set forth, parties of the first part, and W. D. Turner of Isle of Wight County, Virginia, party of the second part:

WHEREAS, by a decree of the Chancery Court of the City of Richmond, entered on the 16th day of December, 1899, in the chancery cause of J. B. Vaiden, Special Commissioner, vs. The James River & Blackwater Railroad & Lumber Co. et als, therein depending, the said W. D. Turner, and R. R. Turner, having offered the sum of \$7200.00 for all of the property, rights and franchises of the James River & Blackwater Railroad & Lumber Company, hereinafter more fully described-- \$1000.00 of the said amount to be paid on or before the 9th day of January, 1900, and the balance of \$6200.00, to be paid on or before the 7th day of February, 1900-- said offer was accepted by the court, and the said W. D. and R. R. Turner were required to deposit the money to the credit of the court in the City Bank of Richmond, and take from the said bank certificates for the deposits and deliver them to John A. Lamb, Special Commissioner; and

WHEREAS, the said deposits having been so made and duly reported to the court by the said special commissioner, John A. Lamb, the court by another decree, entered in said cause on the 14th day of March, 1900, appointed John A. Lamb and R. T. Lacy special commissioners to execute and deliver to the said W. D. Turner (R. R. Turner having requested that the conveyance be made to W. D. Turner) a good and sufficient deed with special warranty, conveying the said property to W. D. Turner in fee simple:

NOW, THEREFORE, THIS DEED WITNESSETH: That for and

Mr. N. F. Young, Clerk

Mr. N. J. Young,
Isle of Wight, Va

My dear Sir: -

The deed from Dr. H. D.
Turner, et al., which Mr. Fergusson
will present, refer to several copies or
originals & he attached to the deed.
These originals are to be taken from
the suit of Johnson, et al. vs
Turner. Please attach & deed and
record along with deed. I have formally
attached same, but you will have to detach
& reattach after copying. The suit
pays for the copies, according to an-
arrangement with Mr. Hutton. Mr.
Fergusson will pay the balance.

Yours truly,

Fergusson's Wh. W. J. H. H. H.
Mar. 1 24/02.

to W. D. Turner, Administrator of R. R. Turner, deceased, R. E. Boykin, Trustee and S. S. P. Patterson, Trustee:

Please take notice that on the 18th day of January, 1902, at his office in the town of Suffolk, Va. we shall apply to the Honorable, Robert R. Prentiss, Judge of the Circuit Court of Isle of Wight County for the appointment of a receiver to take charge of the property belonging to the estate of R. R. Turner deceased, especially the property embraced in the several deeds of trust in the bill mentioned, in the suit of Johnson & Wimsatt vs Turners' Administrator and others.

Very respectfully,
Johnson & Wimsatt
by A. Edwards their atty.

Executed by delivering to the above named
W. D. Turner ~~admn.~~ & in his own right
Monroe R. Turner. & R. E. Boykin with a copy
of the above matter. Jan 16th 1902
Res. A. Edwards Suff.

To W. D. Turner, Administrator of R. R. Turner, deceased, R. E. Boykin, Trustee, and S. S. P. Patterson, Trustee:

Please take notice that on the 18th day of January, 1902, at his office in the town of Suffolk, Va., we shall apply to the Honorable Robert R. Prentis, Judge of the Circuit Court of Isle of Wight County for the appointment of a receiver to take charge of the property belonging to the estate of R. R. Turner deceased, especially the property embraced in the several deeds of trust in the bill mentioned, in the suit of Johnson & Wimsatt vs Turners' Administrator and others.

Very respectfully,

Johnson & Wimsatt
by W. S. Hall and Ther
attys.

TO W. D. TURNER, ADMINISTRATOR OF R. R. TURNER, DECEASED, AND IN
HIS OWN RIGHT: MRS. M. R. TURNER, WIDOW OF R. R. TURNER, DECEASED, R. E.
BOYKIN, TRUSTEE, AND R. A. EDWARDS, ADMINISTRATOR OF H. R. PARKER, DECEASED.

Please take notice that on Tuesday, March the 11th, 1902, I shall
apply to the Honorable Robert R. Prentice, Judge of the Circuit Court of
Isle of Wight County, at his office in the town of Suffolk, Virginia, for
a decree to confirm a sale of considerable property made privately by W.
D. Turner, Administrator of R. R. Turner, deceased, and in his own right
to Emma L. Fergusson, or to whom she may designate in writing: and also
for an interlocutory decree for inquiries and accounts.

Very respectfully,

JOHNSON & WINSATT, BY,

Wm S. Hall and their Attorney.

Executed by delivering a copy of this
notice to W D Turner administrator and to Emma
Turner in his own right, Mrs. M R Turner
and to R E Boykin trustee. March 6th
1902.

R. A. Edwards atty.

I accept service of the above notice
March 6th 1902

R. A. Edwards atty
of H R Parker and.

I accept legal advice of the within
summons

H. P. Patterson, Trustee

April 2nd 1902.

Commissioner's Office,

Sh of Night March 28th 1902

To H. L. Turner Administrator of R. R. Turner
dec'd and in his own right; Martha R. Turner
widow of R. R. Turner dec'd R. E. Boykin
Trustee and S. S. P. Patterson Trustee.

You are hereby notified that I have fixed upon the 4th day of April 1902 next,

if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account

of the debts outstanding and unpaid against
the estate of R. R. Turner dec'd, with their
priorities and dignities, together with any
other matters deemed pertinent by
said Commissioner.

required to be taken by a decree of the Circuit Court of the County of Sh of Night
rendered on the 11th day of March 1902 in a suit in chancery depending in said
Court between Johnson & Hemmatt against H. L.
Turner Administrator of R. R. Turner
dec'd et als.

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.

A Copy Issued -

H. F. Young

H. F. Young Comm'r.

Johnson Wmson

vs.

COMMISSIONER'S NOTICE.

N. L. Turner adm et al

Executed on the
Writ of ap. 3rd
1902

Ro. A. Edwards
Jff

Commissioner's Office,

Ile of Wight March 28th 1902

To W. D. Turner Administrator of R. R. Turner
decd, and in his own right, Martha R. Turner
widow of R. R. Turner decd, R. E. Boykin
Master and S. S. P. Patterson Trustee.

You are hereby notified that I have fixed upon the 4th day of April 1902 ~~next~~,

if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account

of the debts outstanding and unpaid against
the estate of R. R. Turner decd with their
priorities and dignities, together with any
other matters deemed pertinent by said
Commissioner.

required to be taken by a decree of the Circuit Court of the County of Ile of Wight
rendered on the 11th day of March 1902

Court between Johnson & Thomsatt against W. D.
Turner administrator of R. R. Turner
decd et als.

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.

K. J. Young
Comm

Johnson Hensell

COMMISSIONER'S NOTICE.

VS.

Jamie adm et al

Executed in the City of Richmond Va
by delivering a copy of the within
notice to S. S. P. Patterson trustee
April 1st 1902

J. C. Smith Sergeant
City of Richmond Va
By J. M. Macon Deft Surgt

Fee paid 30¢

Commissioner's Office,

Isle of Wight March 28th 1902

To H. L. Turner Administrator of R. R. Turner
decd, and in his own right; Martha R. Turner
widow of R. R. Turner decd; R. E. Bryker
Jr and S. S. P. Patterson Junior -

You are hereby notified that I have fixed upon the 4th day of April 1902 next,

if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account

of the debts outstanding and unpaid against
the estate of R. R. Turner decd with their
priorities and equities together with any
other matters deemed pertinent by said
Commissioner.

required to be taken by a decree of the Circuit Court of the County of Isle of Wight

rendered on the 11th day of March 1902. in a suit in chancery depending in said

Court between Johnson & Armistead against H. L.
Turner administrator of R. R. Turner
decd et al.

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.

S. J. Young
Comm

To W. D. Turner, Administrator of R. R. Turner deceased,
Mrs. M. R. Turner widow of R. R. Turner deceased and R. E. Boykin,
trustee:

Please take notice that on Thursday, January 15, 1903,
in the afternoon or evening of that day, I shall apply to the
Honorable, Robt. R. Prentiss, Judge of the Circuit Court of Isle
of Wight County for a decree in the cause of Johnson & Wimsatt ag-
ainst you to confirm the sale of the land sold by Wm. S. Holland,
Special Commissioner, at Isle of Wight Courthouse Monday Jan. 5,
1903, and direct how the said Commissioner shall apply the proceeds
of the sale of the said land in case all shall be paid in cash at
once, or in case the cash payment shall be made, how it shall be
applied.

Yours very truly,

JOHNSON & WIMSATT,

by

Wm S. Holland their atto.

We and each of us hereby accept service of this notice and waive
service thereof by an officer.

W D Turner
M R R Turner