1912-013 Chancery Causes: Anne R. Young vs R. P. Dick, George J. Twohy, trustee and 132

Isle of Wight County C. H. Bull

other surnames: [C. H. Bull + Company]

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, IN VACATION, ON THE 21ST. DAY OF AUGUST 1912.

Anne R. Young, Complainant.

vs.

R. P. Dick, George J. Twohy, Trustee, and C. H. Bull, trading as C. H. Bull and Company.

On motion of the complainant, by counsel, and for good cause shown an injunction is awarded her to enjoin and restrain the defendants, C. H. Bull and R. P. Dick from cutting down and removing and making sale of standing timber on the property as fully described in complainant's bill at any time within sixty days from date of this order and to enjoin and restrain George J. Twohy, Trustee from making sale on the 22nd day of August, 1912, as advertised of the standing timber on the property as fully described in complainants bill or at any other time within sixty days from date of this order.

But the complainant is not to have the benefit of this order until she, or some one for her, shall enter into bond before the Clerk of this court, with sufficient security, in the penalty of $500.00, payable to the defendants, and conditioned to pay all such cost as may be awarded against the complainant, and all such damages as may be incurred, in case this injunction shall be dissolved. All of which is certified to the Clerk of this Court to be entered in vacation in the chancery order book.

August 21st. 1912.

B. D. White.

A copy,

Teste, O. Johnson Clerk.

COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting;

We command you that you summon R. P. Dick, George J. Twohy, Trustee, and C. H. Bull, trading as C. H. Bull and Company,

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules to be holden for the said Court on the 1st. Monday in September, 1912, to answer a bill in chancery exhibited against them in our said Court by Anne R. Young.

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Courthouse, this 22nd. day of August, 1912, and in the 137th. year of the Commonwealth.

Teste, A. S. Johnson Clerk.

The bond required by the attached injunction order has been executed.

Teste, A. S. Johnson Clerk.

Aug 23rd 1912
Returned Filed.
Dan'l Gilliam Clk

Anna E. Young,

vs) Chancery--Subpoena.

R. P. Dick, et als.

R. P. Dick not being found at his usual place of abode on the 22nd, day of August 1912, I executed the with-in summons and injunction on the above date by serving a true copy of same in writing, and giving information of it's purport to D. J. Mood, R. P. Dick's brother-in-law, who was found at R. P. Dick's usual place of abode, and who is a member of the family of the said R. P. Dick, and over the age of 16 years-all with-in the County of Isle Of Wight-
and I further executed the with-in summons and injunction on the same said date by serving a true copy of same in writing on George J. Twohy in person with-in the County of Isle Of Wight.

Justice.

R. Augustus Edwards.
Sheriff of Isle Of Wight County.

Smithfield, Isle Of Wight County Virginia.
August 22nd-1912.

I do here-by accept due, legal and sufficient service on the with-in summons and injunction as Attorney for C. H. Bull trading as C. H. Bull & Company.

Signed. Hugh G. Holland, Atty,
for C. H. Bull trading as C. H. Bull & Co.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

ANNE R. YOUNG,

vs.

R. P. DICK, GEORGE J. TWOHY, Trustee,
and C. H. BULL, trading as C. H. Bull
and Company.

TO THE HONORABLE B. D. WHITE, Judge of the Circuit Court of the County of Isle of Wight:

Your complainant, Anne R. Young, respectfully complaining, showeth unto the Court the following case:

1st. That she is a resident of Isle of Wight County and that R. P. Dick, one of the defendants, also is a resident of Isle of Wight County, and George J. Twohy, Trustee, and C. H. Bull the other two defendants are residents of Norfolk, Virginia.

2nd. That she owns in the said Isle of Wight County a valuable tract of land with lumber growing thereon, the sai d land described as follows:

> All that certain tract of land situate in Hardy Magisterial District, Isle of Wight County, containing 242 acres, more or less, and bounded by the lands of Morris Hatchell, Est. of Joel T. Edwards, A. J. Turner, Estate of James Uzzell, Alice Tynes, W. H. Davis, County Road leading from Smithfield to Windsor. It being the part of land of said grantor lying on the west side of said road.

3rd. That she conveyed to C. H. Bull certain timber standing thereon for a term of five years from January 5, 1906, as will appear from a certain deed, dated January 5th, 1906,

and recorded in the Clerk's Office of Isle of Wight County in Deed Book 75, page 638, a copy whereof is herewith filed, marked "Exhibit A" and asked to be read as a part hereof.

4th. That subsequent to the date of the forementioned deed she entered into an agreement with the said C. H. Bull for an extension of time for the cutting of said timber until January 5th, 1914, upon the condition that should the said C. H. Bull or assign desire said extension your complainant was to be paid a sum equivalent to six per cent on $4500.00, to-wit: $270.00 per annum for such extension. This agreement was delivered to C. H. Bull and has never been admitted to record. I am reliably informed that said agreement was delivered by said C. H. Bull to R. P. Dick, who claims to have lost same.

5th. That your complainant has received no money according to said agreement from C. H. Bull or assigns; he or they having failed from the 5th day of January, 1911, until this day, to-wit: 21st day of August, 1912, to pay or even offer to pay as required by said agrement; whereby any rights under aforementioned deed dated January 5th, 1906, or subsequent agreement have ceased to accrue to said C. H. Bull or his assigns.

6th. That C. H. Bull conveyed whatever rights and privileges under the aforementioned instruments to one R. P. Dick as will appear from a certain deed dated December 8th, 1909, recorded in Deed Book page of the Clerk's Office of Isle of Wight County, a copy of which is herewith filed, marked "Exhibit B" and asked to be made a part hereof.

7th. That on December 8th, 1909, R. P. Dick conveyed to George J. Twohy, Trustee to secure C. H. Bull, trading as C. H. Bull and Company, the standing timber aforesaid along with some personal property which will appear from deed recorded in Deed Book 77, page 445 of the Clerk's Office of

Isle of Wight County, a copy of which is herewith filed, marked "Exhibit C" and asked to be made a part hereof.

8th. That George J. Twohy, Trustee, at the request of the creditor secured under the aforementioned deed of trust has advertised said standing timber for sale to the highest bidder on Thursday, August the 22nd, 1912, a copy of said advertisement marked "Exhibit D" is herewith filed, and asked to be read as a part hereof.

9th. That the said R. P. Dick has a saw mill upon said land and he and his agents have cut much of the valuable timber since January 5, 1911, and they are preparing to cut down and remove all said timber from the said property.

10th. Under this claim of title the said R. P. Dick and his agents are attempting to sell the said timber and also the said trustee, George J. Twohy, Trustee, by advertisements is also attempting to sell same to the great disadvantage and detriment of your complainant.

11th. That R. P. Dick, assignee of the said C. H. Bull, is insolvent and whatever damages that accrue to your complainant cannot be obtained from him.

12th. That it is impossible to ascertain the quantity and value of the timber cut and removed since January 5, 191[illegible], and that the future cutting and removing the same will be to the irreparable damage to your complainant.

13th. That the standing timber upon the said real estate is the sole property of your complainant, and she has parties desiring to purchase same from her, but the attempts of the defendants to cut, remove and make sale of said timber, hinders your complainant from obtaining a sale of same.

14th. All of which is a cloud upon your complainant's title to said property and hinders her from placing said property in condition to be of any value to her.

IN TENDER CONSIDERATION WHEREOF, and forasmuch as your complainant is remediless save in a court of equity where matters of this kind are alone and properly cognizable, your complainant prays that the said R. P. Dick, George J. Twohy, Trustee, and C. H. Bull may be made parties defendants to this bill and required to answer the same, but answers under oath are hereby waived; that said George J. Twohy, Trustee, may be enjoined and restrained from making sale of said timber, as advertised by him on the 22nd day of August, 1912, and until further order of this Court; that said R. P. Dick and C. H. Bull may be enjoined and restrained from cutting and removing said timber from said real estate, or in any manner attempting to sell said timber; and that the said deeds and agreements may be declared null and void so far as they may effect the standing timber now upon said real estate; that proper inquiries be made and accounts taken of such damages as have accrued to the complainant; and that proper inquiries may be made to ascertain and remove any cloud on your complainant's title to said property; that proper process issue; that all proper orders and decrees may be entered; and that all such other, further and general relief may be granted your complainant as the nature of her case may require or to the Court of equity may seem meet.

And your complainant will ever pray, etc.

Anne R. Young

STATE OF VIRGINIA,

City of Norfolk, to-wit:

I, Ella M. Whitehurst, a Notary Public in and for the said City, in the State of Virginia, do certify that Anne R. Young this day personally appeared before me in my said City and made affidavit that the allegations of the aforesaid, so far as made of her own knowledge are true, and, so far as made upon information received from others, she believes it to be true.

Given under my hand this 21st day of August, 1912.

Ella M. Whitehurst

Notary Public.

My commission expires on the

5th day of January, 1916.

2/

Anne R Young

v.

Deck et als.

August 22 1912
Means and bill filed
Injunction order issued
Bond executed. Process
issued returnable to
1st Sept rules 1912
directed to Sheriff of
Isle of Wight County

1st September rules 1912
Proces returned executed
on all parties. Decree
nisi

2nd Septem rules 1912
Case set down for hearing

PARKE P. DEANS
ATTORNEY AT LAW
WINDSOR, VA.

SUFFOLK PRINTING AND STATIONERY CO., SUFFOLK, VA.

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY; IN VACATION, On the 21st day of August 1912.

Anne R. Young, Complainant.

vs.

R. P. Dick, George J. Twohy, Trustee, and C. H. Bull, trading as C. H. Bull and Company.

On motion of the complainant, by counsel, and for good cause shown an injunction is awarded her to enjoin and restrain the defendants, C. H. Bull and R. P. Dick from cutting down and removing and making sale of standing timber on the property as fully described in complainant's bill at any time within sixty days from date of this order and to enjoin and restrain George J. Twohy, Trustee from making sale on the 22nd day of August, 1912, as advertised of the standing timber on the property as fully described in complainants bill or at any other time within sixty days from date of this order.

But the complainant is not to have the benefit of this order until she, or some one for her, shall enter into bond before the Clerk of this court, with sufficient security, in the penalty of $500.00, payable to the defendants, and conditioned to pay all such cost as may be awarded against the complainant, and all such damages as may be incurred, in case this injunction shall be dissolved. All of which is certified to the Clerk of this Court to be entered in vacation in the Chancery Order book.

/ R. H. Tisdale

~~To the Clerk of the Circuit~~

Court of Isle of Wight County.

August 22nd, 1912.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight August 22nd, 1912, the foregoing vacation decree was received and ordered of record.

Teste, A. Johnson Clerk.

3

Anne R. Jones

v. D

R.P. Dell et als

D.B. #7 - Page 139

PARKE P. DEANS
ATTORNEY AT LAW
WINDSOR, VA.

SUFFOLK PRINTING AND STATIONERY CO., SUFFOLK, VA.

Know all Men by These Presents: That we N. Peyton Young, principal, and Anne R. Young, surety, are held and firmly bound unto R. P. Dick, George J. Twohy, Trustee, and C. H. Bull, trading as C. H. Bull & Co.-- FIVE HUNDRED DOLLARS, to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our Homestead Exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said office or trust for which this bond is given, with coupons detached from the bonds of this State.

IN TESTIMONY WHEREOF, the said N. Peyton Young, principal, and the said Anne R. Young, by her attorney in fact, surety, have hereto set their hands and affixrf their seals this, the 22nd. day of August, A. D. 1912.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound N. Peyton Young, who executes this bond for and on behalf of Anne R. Young, who is complainant in a certain suit in chancery in the Circuit Court of the County of Isle of Wight now pending, and in which R. P. Dick, George J. Twohy, Trustee, and C. H. Bull, trading as C. H. Bull and Company, are the defendants, and in which an injunction has been granted by the Judge of the said Court in vacation, shall pay all such cost as may be awarded against the said complainant, and all such damages as may be incurred in case the said injunction shall be dissolved, then the above obligation to be void, or else to remain in full force and virtue.

N. Peyton Young, (SEAL)

Ann R. Young, (SEAL)

by N. Peyton Young her attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 22nd. day of August 1912, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

A. S. Johnson, Clerk.

A copy,

Teste, A S Johnson Clerk.

Young
vs
Chauncey
Deck et al

Copy of injunction
bond
Fild Aug 27/1912

"Exhibit D"

BY VIRTUE OF A CERTAIN DEED OF trust from R. P. Dick to me, as trustee, and of record in the Clerk's Office of the Circuit Court of Isle of Wight county, Virginia, and at the request of the creditor therein secured, default having been made in the terms of payment thereof, I will on THURSDAY, AUGUST 22, 1912, at 11:30 a. m., sell at public auction in front of the postoffice in the Town of Smithfield, Virginia, all that certain tract of timber, situate, lying and being in the County of Isle of Wight, in the State of Virginia, which was conveyed to the said R. P. Dick by C. H. Bull & Company by deed bearing date December 8, in the year 1909, and recorded in said Clerk's Office in Deed Book 77, page 445, this deed being given to secure a portion of the purchase price of said timber, and in which deed the said C. H. Bull & Company conveyed the said timber to said R. P. Dick subject to certain covenants and conditions, stipulations and agreements therein set forth and referred to, reference to which is hereby particularly made. Said deed of trust being made expressly subject thereto. Also, one saw mill complete with everything pertaining thereto, four (4) log wagons and lumber wagons, nine (9) head of horses and mules.

Terms: Cash.

GEORGT J. TWOHY,
Trustee.

aug10-tds

"Exhibit C"

THIS DEED, Made this the EIGHTH day of December, in the year 1909, by and between R. P. Dick, of the County of Isle of Wight, Virginia, party of the first part, and GEORGE J. TWOHY, of the City of Norfolk, Virginia, TRUSTEE, as herein after shown, party of the second part:

WITNESSETH: That the said R. P. Dick doth grant unto the said GEORGE J. TWOHY, TRUSTEE, the following property, to-wit:-

ALL THAT CERTAIN TRACT OF TIMBER, situate, lying and being in the County of Isle of Wight, in the State of Virginia, which was this day conveyed to the said party of the first part by C. H. BULL, trading as C. H. BULL & COMPANY, by his deed bearing even date herewith and to be recorded simultaneously herewith, (this deed forming a part of the same transaction and being given to secure a portion of the purchase price of said timber), in which said deed the said C. H. Bull conveyed said timber to said R. P. Dick subject to certain covenants, conditions, stipulations and agreements therein set forth and referred to, reference to which is hereby particularly made, this deed being made expressly subject thereto, and the further security of one saw mill complete with everything pertaining thereto, four log wagons and lumber wagons and nine (9) head of horses and mules;

IN TRUST, To secure to the said C. H. Bull, trading as C. H. Bull & Company, of the City of Norfolk, Virginia, the payment of the sum of FIFTY FIVE HUNDRED DOLLARS, ($5,500.00), as evidenced by five certain negotiable, promissory notes of even date with this deed, signed by said R. P. Dick and payable to the order of said C. H. Bull & Company, at the CITIZEN'S BANK OF NORFOLK, Virginia, and being payable, respectively, $1,500.00 on April 8th. 1910, $1,000.00 July 8th. 1910, $1,000.00 October 8th, 1910, $1,000.00 January 8th, 1911, $1,000.00 April 8th, 1911; said notes bearing interest at the rate of 6% per annum from the date thereof, payable semi-annually, and containing a waiver of the Homestead Ex-

emption as to this debt, each of said notes bearing upon its margin the signature of the Trustee herein as a further means of identifying same; and also to secure any note or notes given in renewal, in whole or in part, of said notes, or any or either of them; and upon the further trust that the said grantors may remain in quiet and peaceable possession of the above granted and described premises, and take the profits thereof to their own use, until default be made in the payment of any or either of the notes aforesaid, in whole or in part, in the interest thereon, in whole or in part, or in the observance of any covenant in this deed contained; and upon such default being made, the said TRUSTEE shall, so soon thereafter as he shall be requested so to do by the holder or holders of said notes, or any or either of them, sell the above granted property at public auction, at such time and place, and upon such terms and conditions, as he may deem expedient, having first given notice of such time, place, and terms of sale for at least ten, (10) days by advertisements in one or more newspapers published in the City of Norfolk, Virginia, and out of the proceeds of such sale, after paying all the expenses attending the execution of this trust, including commissions on said proceeds of sale to the said Trustee, at the rate of five per centum, shall pay to the said holder or holders thereof, pro-rata and without priority the one over the other, the notes aforesaid, with interest thereon, or so much thereon, or so much thereof as may then remain unpaid, and the balance, if any, to the said R. P. Dick, or his assigns.

The said grantor covenants that he will warrant generally the property hereby conveyed, and will pay all taxes, levies and assessments upon said property so long as he or his assigns shall hold the same. And the said grantor hereby waives the benefit of his homestead exemption as to this obligation; and agrees

that upon payment of this debt, a release deed shall be executed at their expense.

R. P. Dick, (SEAL)

STATE OF VIRGINIA;
CORPORATION OF THE CITY OF NORFOLK, to-wit:-

I, W. B. Newton, a Notary Public in and for the Corporation and State aforesaid, (whose Notarial Commission expires April 5th, 1913), do certify that R. P. DICK whose name is signed to the writing above, bearing date on the 8th, day of December, 1909, has acknowledged the same before me in my Corporation aforesaid.

GIVEN UNDER MY HAND this the 24th day of January, 1910.

W. B. Newton,
NOTARY PUBLIC.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight January 25th. 1910, at one o'clock P. M. this deed was received and with the certificate annexed, admitted to record.

Teste,
A. S. Johnson, Clerk.

A copy,

Teste, A S Johnson Clerk.

D.B. 78 - 187

"Exhibit B"

This Deed, Made this the 8th. day of December, in the year 1909, by and between C. H. Bull, trading as C. H. Bull & Company, of the City of Norfolk, and State of Virginia, party of the first part and R. P. Dick, of the County of Isle of Wight, and State aforesaid, party of the second part:

Witnesseth, That for and in consideration of the sum of Six Thousand Dollars, ($6,000.00), of which the sum of Five Hundred Dollars, ($500.00) has been paid in cash, the receipt whereof is hereby acknowledged and the balance of Fifty-Five Hundred Dollars, ($5,500.00) to be evidenced by five notes, as follows: $1500.00 on April 8th, 1910; $1000.00 on July 8th 1910; $1000.00 on October 8th. 1910; $1000.00 on January 8th, 1911, and $1000.00 on April 8th, 1911, to be secured by deed of trust upon the property hereinafter described, (which said deed of trust is to be recorded simultaneously herewith), the said party of the first part doth bargain, transfer, and convey, with general warranty unto the said party of the second part, the following property, to-wit:

All That Certain Tract Of Timber, situate, lying and being in the County of Isle of Wight, in the State of Virginia, which was conveyed to the said party of the first part by Anne R. Young, by her certain deed bearing date January 5th, 1906, and duly of record in the Clerk's Office of the Circuit Court of said County, in Deed Book 75, page 638, in which said deed the said Anne R. Young conveyed to the said C. H. Bull the timber mentioned therein with the privileges of cutting and removing said timber within five years from the date of said deed, (to-wit: January 5th. 1906), and by a certain agreement subsequent to the date of said deed, which said agreement is hereby specifically referred to and made a part hereof), the said Anne R. Young, extended the time of cutting said timber to January 5th, 1914, with the further privilege that if said timber be not removed by January 5th. 1911, the said C. H. Bull will pay to said Anne R. Young, or her assigns six per cent per annum on $4,500.00 for such period of time as may be taken

up in cutting and removing said timber after January 5th, 1911, it being hereby expressly stipulated, as a part of the consideration for this conveyance, that this deed is made subject to all of the conditions, covenants and agreements contained in said deed and agreement; and it is further stipulated and agreed that, in addition to the foregoing, this deed and conveyance is expressly made subject to the following conditions, covenants and agreements, to-wit:

That said party of the second part shall not cut in excess of one-fourth of said timber prior to the payment of the aforesaid note which matures on April 8th, 1910: that he shall not cut in excess of one-half of said timber prior to the payment of the note which matures on October 8th, 1910; and that he shall not cut in excess of two-thirds of said timber prior to the payment of the last of said notes, which matures on April 8th, 1911.

In testimony whereof, Witness the following signatures and seals:

C. H. Bull (Seal)
Trading as C. H. Bull & Co.
R. P. Dick (Seal)

State of Virginia:
Corporation of The City of Norfolk, to-wit:
I, W. B. Newton, a Notary Public in and for the Corporation and State aforesaid, (whose Notarial Commission expires Apr. 5th 1913) do certify that C. H. Bull, trading as C. H. Bull & Company, and R. P. Dick, whose names are signed to the writing above, bearing date on the 8th day of December, in the year 1909, have acknowledged the same before me in my corporation aforesaid.

Given under my hand, this 24 day of December, in the year 1909.

W. B. Newton Notary Public.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight January 25th. 1910 at one o'clock P. M. this deed was received and with the certificate annexed, admitted to record.

Teste,
A. S. Johnson, Clerk.

A copy,

Teste, A. S. Johnson Clerk.

77-445

"Exhibit a"

THIS DEED, Made and entered into this 5th. day of January, 1906, by and between Anne R. Young of the County of Isle of Wight, Virginia, party of the first part, and C. H. Bull of the City of Norfolk, Virginia, party of the second part:-

WITNESSETH: That for and in consideration of the sum of One Thousand Dollars cash in hand paid, the receipt whereof is hereby acknowledged, and in the further consideration of the sum of THIRTY FIVE HUNDRED DOLLARS evidenced by three negotiable notes of ELEVEN HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SIX AND TWO-THIRDS CENTS each, payable in one, two and three years, respectively, with interest at 6% from date, the party of the first part hath given, granted, bargained and sold, and by these presents doth grant and convey in fee simple and with general warranty unto the said party of the second part all the timber 10 inches across the stump, wood measurement, 12 inches from the general level of the ground, when cut, on all that certain tract or parcel of land lying, being and situate in Hardy Magisterial District, Isle of Wight County, Virginia, containing 242 acres, more or less, and is bounded by the lands of Morris Hatchel, the estate of Joel T. Edwards, A. J. Turner, the estate of James Uzzell, Alice Tynes, W. H. Davis, and the County road leading from Smithfield to Windsor, being that part of the land of the grantor lying on the west side of the said road.

This sale and conveyance includes as a part of its consideration the following special covenants which are deemed and taken as of value to the parties hereto, are a part of this transaction and are intended more clearly to define the rights of the parties, viz: The party of the second part, his heirs or assigns, shall have the period of five years from the date of this deed in which to cut and remove the timber hereby conveyed, no timber to be cut or removed from the premises until all of the deferred payments are paid in full, except by the consent of the grantor, the vendor's lien is hereby expressly retained as security for the de-

ferred payments, which payments are a part of the purchase price, the party of the second part by his acceptance of this deed expressly agrees that any timber left standing on the premises after the time herein allowed for cutting shall ipso facto revert to the owner of the land- The party of the first part covenants that she has the right to convey the said timber to the grantee; that she has done no act to encumber the said timber and that the said timber is free and clear of all encumbrances; that the said party of the second part shall have quiet and peaceful possession of the said timber; and that she will execute such further assurances of the said timber as may be requisite to make the title thereto sure and complete forever.

Witness the following signature and seal:

Anne R. Young, (SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, E. H. Williams, a Commissioner in Chancery for the Circuit Court of the County aforesaid, in the State of Virginia, do hereby certify that Anne R. Young whose name is signed to the deed above dated the 5th. day of January, 1906, has acknowledged the same before me in my County aforesaid.

Given under my hand this 5th. day of January, 1906.

E. H. Williams,
Commissioner in Chancery.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight October 5th. 1908, at one twenty o'clock P. M. this deed was received and with the certificate annexed, admitted to record.

Teste,
A. S. Johnson, C. C.

A copy,
Teste, A S Johnson Clerk.

The vendor's lien herein mentioned has been released by Anne R Young by N Peyton Young Agt.

75-638

In Circuit Court of Isle of Wight County, Virginia.

Capt. A.S. Johnson, Clerk of Circuit Court:

Anne R. Young

vs

R.P. Dick, Geo. J. Gwaltney, Trustee Eng. & St. Bull

Issue summons in Chancery

to 1st September Rules 1912

Rule Deano p.q.

1

Young
vs
Chauncey
Duck et al

Attorney's memo

Filed Aug. 22/1912

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Young,

v.

Twohy, Trustee et als.

This cause came on this day to be again heard on the papers formerly filed, and statement of counsel made at bar, and it appearing that the note of R. P. Dick, given for the purchase price of the timber ~~in vendor~~ involved in this suit, was assigned by C. H. Bull to the Citizens Bank of Norfolk, and that there remained due to the complainant by C. H. Bull or R. P. Dick a sum of money by reason of the fact that the timber on the tract of land mentioned in the deed had not been cut within the time mentioned for the cutting and removal of the same, as will appear by reference to the deed between the complainant and the said C. H. Bull (who was the vendor of the said R. P. Dick) , and it appearing that all matters with reference to said sum of money, and all other matters between the parties hereto have been adjusted and settled, thereupon on motion of the complainant and by leave of the Court, it is ordered that bill filed in this cause be dismissed and that this cause be removed from the docket.

Young

v. In Chancery

Twohy, Trustee et als.

Decree.

1912

Dec. 16

Enter this

P. D. D.

C. B. 7 Page 157

PARKE P. DEANS
ATTORNEY AT LAW
WINDSOR, VA.

SUFFOLK PRINTING AND STATIONERY CO., SUFFOLK, VA.