

1916-003 Chancery Causes'. Junius E. Boykin vs J. W. White vs
Isle of Wight County

140

other surnames: Mc Lemore,
Rollins

27
Baykin
vs.

White et al.

Deel

Filed February 8th
1913

1st March rules 1913
Process returned Woods &
Knull filed. Decker mtd.

2nd March rules 1913
Defendants not appearing
to plead or case set
down for hearing

R. E. L. WATKINS,
ATTORNEY AT LAW
FRANKLIN, - VA.

Wanamaker & Co., Phila., Pa.

To the Honorable ^{B. D. White} ~~Jas. F. Boykin~~, Judge of the Circuit Court
of ^{Sale of land} ~~Southampton~~ County, Virginia:

Your complainant Junius E. Boykin respectfully represents unto
the court the following case:

First, That he is a citizen of Southampton County, Virginia.

Second, That on the 30th. day of August 1887 Jas. ~~F.~~ Boykin and
Sallie A. Boykin, his wife, conveyed to your complainant by deed
of Bargain and Sale a certain tract of land lying, situate and
being in Southampton County, Virginia, which said deed is in
words and figures and follows:

"THIS deed, made this 30th. day of August, in the year of our
Lord one thousand eight hundred and eighty seven, between Jas.
F. Boykin and Sallie A., his wife, of the county of Southampton
in the state of Virginia, of the one part, and Junius E. Boykin,
of Southampton County, Virginia, of the other part, WITNESSETH:
That in consideration of the sum of One thousand dollars, the
said Jas. F. Boykin and Sallie A., his wife, do grant, with general
warranty, unto the said Junius E. Boykin & his children forever,
the following real estate, to wit: 167 (one hundred and sixty
seven acres of land, more or less, lying & being in the county
of Southampton, state of Virginia, and bounded as follows: on
the north by light wood swamp, on the east and south by the
lands of Eliza 'Lewis' estate on the west by land of W. F. Laine
and others together with all and singular the appurtenances
belonging to the same. And the said Jas. F. Boykin and Sallie A.
his wife, covenants that they have the right to convey the said
land to the said grantee; that the said grantee shall have quiet
possession of the said land that they have done no act to
encumber the said land; and that they will execute such further
assurances of the said land as may be requisite.

Witness the following signatures and seals.

A certified copy of said deed is hereto annexed, and prayed
to be read as a part of this bill.

Your complainant respectfully represents unto the court that

Exhibit I
June 11/81. JEP

Marked by exhibit. "A"

at the time of the execution and delivery of the said deed from the said Jas.F.Boykin and Sallie A.Boykin,that no children had been born to your complainant,and that he is advised and believes that the said deed vests a fee simple title in your complainant;that the children of your complainant not then being alive or in being that no interest in said land could vest in the children of your complainant.

Your complainant further states that on the 27th.day of August 1909,Jas.A.Boykin,one of the sons of your complainant executed a deed to one J.W.White in words and figures as follows:

This Deed:made this 27th.day of August 1909,by and between J.A.Boykin,party of the first part,and J.W.White,party of the second part,both of Southampton County,Virginia,WITNESSETH:

That the said party of the first part,for and in consideration of the sum of TWO HUNDRED AND EIGHTY THREE & 31/100 (\$283.31) DOLLARS,to him in hand paid at and before the signing,sealing and delivery of these presents,the receipt whereof is hereby acknowledged,doth hereby grant,bargain,sell and convey,in fee simple and with general warranty,unto the said party of the second part,the following described real estate to wit:All of his,the said grantors right,title and interest of every description,in law or in equity,vested or contingent,in and to that certain tract of parcel of land lying,situate and being in Berlin and Iver Magisterial district,Southampton County,Virginia,containing One Hundred and Sixty-seven and one half acres (167 1/2),more or less,and bounded on the north by the lands of the Curry Lumber Company;on the east by the lands of A.J.Warren and I.T.Warren;on the south by the lands of W.P.Vick,on which Simmons Helleman now resides,and J.E.Boykin's Elija Love place"and on the west by the lands of J.W.White,R.U.Lane and W.F.Lane;the said tract or parcel of land being the same on which Junius E.Boykin now resides, and the interest of the grantor herein is supposed to be an undivided fee-simple one sixth interest,though all of his interest,be the same more or less,is hereby conveyed.The said

The said party of the first part covenants that he is seized of the said land in fee simple; that he has a right to convey the same to the grantee; that he has done no act to encumber the said land; that the same is free from all encumbrances; that the grantee shall have quiet and peaceable possession of the said premises, free from the claims of all persons whatsoever, and that he, the said party of the first part, will execute such other and further assurances of title to the said land as may be requisite to give the grantee a clear and complete title thereto.

WITNESS the following signature and seal.

J.A.Boykin~~(seal)~~

A certified copy of said deed is hereto annexed marked exhibit "B" and prayed to be read and taken as a part of this bill. Your complainant says that while he is advised and believes that the said J.A.Boykin was never seized of any interest in the lands described in his deed to the said J.W.White, which is the same land conveyed to your complainant by Jas.F.Boykin and Sallie A.Boykin by deed previously referred to as exhibit "A", that there is a current idea in the public mind that the said J.A.Boykin did have an interest in said land and that that interest has been conveyed to J.W.White, and that this impression made upon the public mind is so extensive as to injure the interest of your complainant in said land unless said deed is annulled and your complainant's rights established by the court.

Your complainant further states that by reason of the said deed of the said J.A.Boykin being upon the records that the public is misled and in the event of a sale of said land by your complainant or by any other ^{person} for him that the said deed of the said J.A.Boykin would be regarded as having conveyed a one sixth undivided interest in your complainant's land, when in truth the said deed does not convey any interest in the said land, the said J.A.Boykin having never been seized of any interest in said land either vested or contingent.

Your Complaints further
states that he is engaged
believes Joseph L. W. Colgate
is now ~~the~~ ⁱⁿ the bond
secured by the said brass and
expedited on the 20th day of December 1901

Your Complaints further
states that he is enforced
believes Joseph L. W. Colgate
is now ~~the~~ ⁱⁿ the bond
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is now ~~the~~ ⁱⁿ the bond
secured by the said brass and
expedited on the 20th day of December 1901

IN TENDER CONSIDERATION WHEREOF and forasmuch as your complain-
ant is remediless in the premises save in a court of equity
where matters of this kind are alone cognizable, he prays, that

J.W.White, Mary Boykin Rollins, Jesse B.Rollins, Eugene B.Boykin,
^{and Olevia Estelle Boykin} ^{and Jas. L. McLimore, Trustee}
Isaac J.Boykin and George R.Boykin may be made parties defen-

dent to this bill and required to answer the same, the adult
defendants in their own right, and the infants by their guardian
ad litem; that a guardian ad litem be assigned to defend the
interest of the infants, that proper process issue, that the
deed from J.A.Boykin to J.W.White may be annulled; that the
priority of all liens may be determined; that the rights of
the parties to the land may be fixed by the court; that in
testamentary be granted your complainant against Jas.L.
trustee

McLimore enjoining and restraining the said Jas.L.McLimore
trustee, from selling any of the lands of your complainant
conveyed to him by a trust deed from your complainant dated
on the 10th day of December 1901 and of record in the Clerk's
office of Southampton County, Virginia, in Trust Deed Book #6
at page 174; that proper process may issue, that all proper
decrees may be entered and that such other further general
and special relief may be granted your complainant as the
nature of his case may require or to equity shall see meet.

All your complainant will ever pray &c.

J.E. Boykin p. q. Junior E. Boykin
State of Virginia,

Southampton County, to wit: I, L.P. Gay a
Notary Public in and for the County aforesaid, State of Virginia,
do hereby certify that ^{Junior} J.E. Boykin, whose name is signed to the
above bill in chancery has personally appeared before me and
made oath that the facts set forth in said bill as stated of
his own knowledge are true and as stated from information
derived from others he believes to be true.

Given under my hand this 1st day of February 1913.

My commission expires on the 4th day of August 1914.
L.P. Gay Notary Public

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Bryson
vs.

White ch. als.

Phil

Sub. Library 86

R. E. L. WATKINS,
ATTORNEY AT LAW
FRANKLIN, - VA.

Wanamaker & Co., Phila., Pa.

To the Honorable *B. D. White*
~~Jas. F. Boykin~~, Judge of the Circuit Court
of *Sale of land* ~~Southampton~~ County, Virginia:

Your complainant Junius E. Boykin respectfully represents unto the court the following case:

First, That he is a citizen of Southampton County, Virginia.

Second, That on the 30th. day of August 1887 Jas. F. Boykin and Sallie A. Boykin, his wife, conveyed to your complainant by deed of Bargain and Sale a certain tract of land lying, situate and being in Southampton County, Virginia, which said deed is in words and figures and follows:

"THIS deed, made this 30th. day of August, in the year of our Lord one thousand eight hundred and eighty seven, between Jas. F. Boykin and Sallie A., his wife, of the county of Southampton in the state of Virginia, of the one part, and Junius E. Boykin, of Southampton County, Virginia, of the other part, WITNESSETH: That in consideration of the sum of One thousand dollars, the said Jas. F. Boykin and Sallie A., his wife, do grant, with general warranty, unto the said Junius E. Boykin & his children forever, the following real estate, to wit: 167 (one hundred and sixty seven acres of land, more or less, lying & being in the county of Southampton, state of Virginia, and bounded as follows: on the north by light wood swamp, on the east and south by the lands of Eliza 'Lewis' estate on the west by land of W. F. Laine and others together with all and singular the appurtenances belonging to the same. And the said Jas. F. Boykin and Sallie A. his wife, covenants that they have the right to convey the said land to the said grantee; that the said grantee shall have quiet possession of the said land that they have done no act to encumber the said land; and that they will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals.

Manded exhibit "A"
A certified copy of said deed is hereto annexed, and prayed to be read as a part of this bill.

Your complainant respectfully represents unto the court that

at the time of the execution and delivery of the said deed from the said Jas.F.Boykin and Sallie A.Boykin,that no children had been born to your complainant, and that he is advised and believes that the said deed vests a fee simple title in your complainant;that the children of your complainant not then being alive or in being that no interest in said land could vest in the children of your complainant.

Your complainant further states that on the 27th.day of August 1909,Jas.A.Boykin,one of the sons of your complainant executed a deed to one J.W.White in words and figures as follows:

This Deed:made this 27th.day of August 1909,by and between J.A.Boykin,party of the first part,and J.W.White,party of the second part,both of Southampton County,Virginia,WITNESSETH: That the said party of the first part,for and in consideration of the sum of TWO HUNDRED AND EIGHTY THREE & 31/100 (\$283.31) DOLLARS,to him in hand paid at and before the signing,sealing and delivery of these presents,the receipt whereof is hereby acknowledged,doth hereby grant,bargain,sell and convey,in fee simple and with general warranty,unto the said party of the second part,the following described real estate to wit:All of his,the said grantors right,title and interest of every description,in law or in equity,vested or contingent,in and to that certain tract of parcel of land lying,situate and being in Berlin and Ever Magisterial district,Southampton County,Virginia,containing One Hundred and Sixty-seven and one half acres (167 1/2),more or less,and bounded on the north by the lands of the Barry Lumber Company;on the east by the lands of A.J.Warren and I.T.Warren;on the south by the lands of W.P.Vick,on which Simmons Helleman now resides,and J.E.Boykin's Elija Love place"and on the west by the lands of J.W.White,R.U.Lane and W.F.Lane;the said tract or parcel of land being the same on which Junius E.Boykin now resides, and the interest of the grantor herein is supposed to be an undivided fee-simple one sixth interest,though all of his interest,be the same more or less,is hereby conveyed.The said

The said party of the first part covenants that he is seized of the said land in fee simple; that he has a right to convey the same to the grantee; that he has done no act to encumber the said land; that the same is free from all encumbrances; that the grantee shall have quiet and peaceable possession of the said premises, free from the claims of all persons whatsoever, and that he, the said party of the first part, will execute such other and further assurances of title to the said land as may be requisite to give the grantee a clear and complete title thereto.

WITNESS the following signature and seal.

J.A.Boykin^(seal)

A certified copy of said deed is hereto annexed marked exhibit "B" and prayed to be read and taken as a part of this bill. Your complainant says that while he is advised and believes that the said J.A.Boykin was never seized of any interest in the lands described in his deed to the said J.W.White, which is the same land conveyed to your complainant by Jas.F.Boykin and Sallie A.Boykin by deed previously referred to as exhibit "A", that there is a current idea in the public mind that the said J.A.Boykin did have an interest in said land and that that interest has been conveyed to J.W.White, and that this impression made upon the public mind is so extensive as to injure the interest of your complainant in said land unless said deed is annulled and your complainant's rights established by the court.

Your complainant further states that by reason of the said deed of the said J.A.Boykin being upon the records that the public is misled and in the event of a sale of said land by your complainant or by any other ^{person} for him that the said deed of the said J.A.Boykin would be regarded as having conveyed a one sixth undivided interest in your complainant's land, when in truth the said deed does not convey any interest in the said land, the said J.A.Boykin having never been seized of any interest in said land either vested or contingent.

Your complainant further states that he is informed that J. W. White is now the holder of the bond secured by the said trust deed executed on the 20th day of December 1901.

Your complainant further states that on the 20th day of December 1901 he executed to Jas. L. McLemore, trustee, a deed of trust conveying the land heretofore described in this, in trust to secure & collateral in the said trust deed described, which said trust deed is hereto annexed marked exhibit "C" and prayed to be read and taken as a part of this bill, and that the said Jas. L. McLemore trustee, has advertised the said land to be sold on the 10th day of February 1913 as is evidenced by a copy of the notice hereto annexed marked exhibit "D." and prayed to be read and taken as a part of this bill.

Your complainant further states that there are several judgment liens filed against him in the Clerk's office of Southampton County, Virginia.

Your petitioner says that if the said Jas. L. McLemore, trustee, is permitted to sell your petitioner's lands at this time, and while the title to said land is unsettled, that it will, because of the uncertainty of your complainant's rights, not only injure, damage and destroy your complainant's values, but will cause a loss to the creditors of your complainant, and your complainant says that if any of the lands of your complainant are sold at this time by the said Jas. L. McLemore, trustee, that the said lands will not, for the reasons heretofore stated bring their fair value, and your complainant believes that not only his interest, but the interest of all parties concerned would be injured by the sale of any of the property conveyed to the said trustee, until the court has determined the rights of the parties to the said land.

Your complainant states that the following children have been born to him, J. A. Boykin, who has executed a deed to J. W. White for his supposed interest in the land conveyed to your complainant by J. A. Boykin, Mary Boykin Rollins, who intermarried with Jesse B. Rollins, Eugene B. Boykin, Isaac J. Boykin, George R. Boykin, the last ~~three~~ ^{four} being infants under 21 years of age.

IN TENDER CONSIDERATION WHEREOF and forasmuch as your complain-
ant is remediless in the premises save in a court of equity
where matters of this kind are alone cognizable, he prays, that

J.W. White, Mary Boykin Rollins, Jesse B. Rollins, Eugene B. Boykin,
and Anna Edula Boykin *and Jas. L. McLimore, Master,*
Isaac J. Boykin and George R. Boykin may be made parties defen-

dant to this bill and required to answer the same, the adult
defendants in their own right, and the infants by their guardian
ad litem; that a guardian ad litem be assigned to defend the
interests of the infants, that proper process issue, that the
deed from J.A. Boykin to J.W. White may be annulled; that the
priority of all liens may be determined; that the rights of
the parties to the land may be fixed by the court; that an
injunction be granted your complainant against Jas. L.
trustee

McLimore enjoining and restraining the said Jas. L. McLimore
trustee, from selling any of the lands of your complainant
conveyed to him by a trust deed from your complainant dated
on the 20th day of December 1901 and of record in the Clerk's
office of Southampton County, Virginia, in Trust Deed Book #6
at page 174; that proper process may issue, that all proper
decrees may be entered and that such other further general
and special relief may be afforded your complainant as the
nature of his case may require or to which shall seem meet.

All your complainant will ever pray &c.

J.E. Boykin p. q. *Jimmie E. Boykin*

State of Virginia,

Southampton County, to wit: I, *L. K. Gay* a
Notary Public in and for the County aforesaid, State of Virginia,
do hereby certify that *Jimmie* J.E. Boykin, whose name is signed to the
above bill in chancery has personally appeared before me and
made oath that the facts set forth in said bill as stated of
his own knowledge are true and as stated from information
derived from others he believes to be true.

Given under my hand this 1st day of February 1913.

My commission expires on the *4th* day of *August* *1914* *L. K. Gay* Notary Public

Boykin
vs
White et als

BILL

Filed February 8th, 1913

1st March rules, 1913.
Process returned,
executed, bill filed,
decree ni-si.

2nd March Rules 1913.
Defendants not appearing
to plead, etc, case set
down for hearing.

R.E.L. Watkins,
Atty. at Law.
Franklin, Va.

*Copy of orig -
Orig sent to R -
5/14/30 for photo -*

to him by a trust deed from your complainant dated on the 20th day of December, 1901, and of record in the Clerk's Office of Southampton County, Virginia, in trust deed book #6, at page 174, that proper process may issue, that all proper decrees may be entered and that such other further general and special relief may be afforded your complainant as the nature of his case may require or to equity shall seem meet.

And your complainant will ever pray, &c.

Junious E. Boykin

R.E.L. Watkins, p.q.

State of Virginia,

Southampton County, to-wit:

I, L. A. Gay, a Notary Public in and for the County aforesaid State of Virginia, do hereby certify that Junius E. Boykin, whose name is signed to the above bill in chancery has personally appeared before me and made oath that the facts set forth in said bill as stated of his own knowledge are true and as stated from information derived from others he believes to be true.

Given under my hand this 1st day of February, 1913.

L.A. Gay,

Notary Public

My commission expires on the 4th day of August, 1914.

A Copy,

Teste, _____ Clerk

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Boykin

VS

White ets als.

ANSWER of Guardian ad litem.

Filed April 27/1913
Jas. A. Johnson, Clk.

The answer of Isaac J. Boykin, George Boykin and _____ Boykin,
infants under the age of twenty one years by _____
_____ their guardian ad litem, assigned to defend them
in this suit, to a bill of complaint exhibited against them
and others in the circuit court for the county of Isle of
Wight by J. E. Boykin.

The respondents reserving to themselves the benefit of all
just exceptions to said bill, for answer thereto, or to so much
thereof as they are advised that it is material they should
answer, answers and says that they are infants of tender years
and that by reason of their infancy are incapable of under-
standing, or of taking care of their rights and interests, they
therefore, by their said guardian, commend themselves and
their rights and interests to the protection of the court, and
pray that no decree may be pronounced which will tend to
their prejudice.

And having fully answered, the said respondents pray to be hence
dismissed with their reasonable costs in this behalf expended,
and they will ever pray.

Therious

Guardian ad litem

VIRGINIA?

This day personally appeared before me, _____

A. S. Johnson Clerk of the Circuit Court of Isle of Wight

County, Virginia, _____ guardian ad litem

for the respondents, whose answer is above written, and made
oath that the statements contained in said answer, so far as
made of his own knowledge are true, and so far as made from
knowledge of information derived from others, he believes
to be true.

Given under my hand this 7th. day of April 1913.

C. C.

TO THE HONORABLE B. D. WHITE, JUDGE OF THE CIRCUIT COURT OF
ISLE OF WIGHT COUNTY, VIRGINIA.

Your Complainant Junous E. Boykin respectfully represents
unto the court the following case:

First: That he is a citizen of Southampton County, Virginia.

Second: That on the 30th day of August, 1887, Jas. F. Boykin
and Sallie A. Boykin, his wife, conveyed to your complainant by
deed of Bargain and Sale a certain tract of land lying, situate
and being in Southampton County, Virginia, which said deed is in
words and figures and follows:

"THIS DEED, made this 30th day of August, in the year of our
Lord one thousand eight hundred and eighty seven, between Jas. F.
Boykin and Sallie A., his wife, of the County of Southampton, in
the State of Virginia, of the one part, and Junius E. Boykin, of
Southampton County, Virginia, of the other part.

WITNESSETH: That in consideration of the sum of one
thousand dollars, the said Jas. F. Boykin and Sallie A, his wife,
do grant, with general warranty, unto the said Junius E. Boykin
& his children forever, the following real estate, to-wit: 167
(one hundred and sixty seven acres of land, more or less, lying
& being in the County of Southampton, State of Virginia, and
bounded as follows: on the north by light wood swamp, on the east
and south by the lands of Eliza Lewis' estate on the west by land
of W. F. Laine and others together with all and singular the
appurtenances belonging to the same. And the said Jas. F. Boykin
and Sallie A. his wife, covenant that they have the right to
convey the said land to the said grantee, that the said grantee
shall have quiet possession of the said land that they have done
no act to encumber the said land, and that they will execute such
further assurances of the said land as may be requisite.

Witness the following signatures and seals:

A certified copy of said deed is hereto annexed marked exhibit "A" and prayed to be read as a part of this bill.

Your complainant respectfully represents unto the court that at the time of the execution and delivery of the said deed from the said Jas. F. Boykin and Sallie A. Boykin, that no children had been born to your complainant, and that he is advised and believed that the said deed vests a fee simple title in your complainant, that the children of your complainant not then being alive or in being that no interest in said land could vest in the children of your complainant.

Your complainant further states that on the 27th day of August, 1909, Jas. A. Boykin, one of the sons of your complainant executed a deed to one J. W. White in words and figures as follows:

"THIS DEED, made this 27th day of August 1909, by and between J. A. Boykin, party of the first part, and J. W. White, party of the second part, both of Southampton County, Virginia.

WITNESSETH: That the said party of the first part for and in consideration of the sum of two hundred and eighty three & 31/100 (\$283.31) dollars, to him in hand paid at and before the signing, sealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth hereby grant, bargain, sell and convey, in fee simple and with general warranty, unto the said party of the second part, the following described real estate to wit: All of his, the said grantors right, title and interest of every description, in law or in equity, vested or contingent, in and to that certain tract or parcel of land lying, situate and being in Berlin and Ivor Magisterial District, Southampton County, Virginia containing one hundred and sixty seven and one half acres (167½)

more or less, and bounded on the north by the lands of the Surry Lumber Company, on the east by the lands of A.J. Warren and I.T. Warren, on the south by the lands of W.P. Vick, on which Simmons Holloman now resides, and J.E. Boykin's "Elija Love Place" and on the west by the lands of J. W. White, R. U. Lane and W.F. Lane, the said tract or parcel of land being the same on which Junius E. Boykin now resides, and the interest of the grantor herein is supposed to be an undivided fee simple one sixth interest, though all of his interest, be the same more or less, is hereby conveyed. The said party of the first part covenants that he is seized of the said land in fee simple, that he has a right to convey the same to the grantee, that he has done no act to encumber the said land, that the same is free from all encumbrances, that the grantee shall have quiet and peaceable possession of the said premises, free from the claims of all persons whatsoever, and that he, the said party of the first part, will execute such other and further assurances of title to the said land as may be requisite to give the grantee a clear and complete title thereto.

Witness the following signature and seal:

J.A. Boykin (SEAL)

A certified copy of said deed is hereto annexed marked exhibit "B" and prayed to be read and taken as a part of this bill.

Your complainant says that while he is advised and believes that the said J. A. Boykin was never seized of any interest in the lands described in his deed to the said J. W. White, which is the same land conveyed to your complainant by Jas. F. Boykin and Sallie A. Boykin by deed previously referred to as exhibit "A", that there is a current idea in the public mind that the said J. A. Boykin did have an interest in said land and that that interest has been conveyed to J. W. White, and that this impression made upon the public mind is so extensive as to injure the interest of your

complainant in said land unless said deed is annulled and your complainant's rights established by the court.

Your complainant further states that by reason of the said deed of the said J.A. Boykin being upon the records that the public is misled and in the event of a sale of said land by your complainant or by any other person for him that the said deed of the said J.A. Boykin would be regared as having conveyed a one sixth undivided interest in your complainant's land, when in truth the said deed does not convey any interest in the said land, the said J.A. Boykin having ^{never} been seized of any interest in said land either vested or contingent.

Your complainant further states that on the 20th day of December, 1901, he executed to Jas. L. McLemore, trustee, a deed of trust conveying the land heretofore described in this, in trust to secure a debt in the said trust deed described, a copy of which said trust deed is hereto annexed, marked exhibit "C" and prayed to be read and taken as a part of this bill, and that the said Jas. L. McLemore trustee, has advertised the said land to be sold on the 10th day of February, 1913, as is evidenced by a copy of the notice hereto annexed, marked exhibit "D" and paryed to be read and taken as a part of this bill.

Your complainant further states that there are several judgments liens filed against him in the Clerk's Office of Southampton County, Virginia.

Your petitioner says that if the said Jas. L. McLemore, trustee, is permitted to sell your petitioners lands at this time, and while the title to said land is unsettled, that it will, because of the uncertainty of your complainant's rights, not only injure, damage and destroy your complainant's values, but will cause a loss to the creditors of your complainant, and your complainant says

Your complainant further states that he is enformed believes that J.W. White is now the holder the bond secured by the said trust deed executed on the 20th day of December, 1901

that if any of the lands of your complainant are sold at this time by the said Jas. L. McLemore, trustee, that the said lands will not, for the reasons heretofore stated bring their fair value, and your complainant believes that not only his interest, but the interest of all parties concerned would be injured by the sale of any of the property conveyed to the said trustee, until the court has determined the rights of the parties to the said land.

Your complainant states that the following children have been born to him, J.A. Boykin, who has executed a deed to J.W. White for his supposed interest in the land conveyed to your complainant by J. F. Boykin, Mary Boykin Rollins, who intermarried with Jesse B. Rollins, Eugene B. Boykin and Clara Estelle Boykin, Isaac J. Boykin, George R. Boykin, the last four being infants under 21 years of age.

IN TENDER CONSIDERATION WHEREOF and forasmuch as your complainant is remediless in the premises save in a court of equity, where matters of this kind are alone cognizable, he prays, that J. W. White, Mary Boykin Rollins, Jesse B. Rollins, Eugene B. Boykin, and Clara Estelle Boykin, Isaac J. Boykin and George R. Boykin and Jas. L. McLemore, trustee, may be made parties defendant to this bill and required to answer the same, the adult defendants in their own right, and the infants by their guardian ad litem; that a guardian ad litem be assigned to defend the interest of the infants, that proper process issued, that the deed from J. A. Boykin to J. W. White may be annulled; that the priority of all liens may be determined, that the rights of the parties to the land may be fixed by the court, that an injunction may be awarded your complainant against Jas. L. McLemore trustee, enjoining and restraining the said Jas. L. McLemore, trustee, from selling any of the lands of your complainant conveyed

Isle of Wight County
Virginia in the Circuit Court of ~~Southampton County~~

On the ~~24th~~ *24th* day of ~~January~~ *February* 1913.

Junius E. Boykin

VS

INJUNCTION ORDER.

J.W. White, Mary Boykin Rollins, Jesse B. Rollins, Eugene B. Boykin,
Clara Estelle Boykin, Isaac J. Boykin, George R. Boykin and Jas. L.
McLemore, Trustee.

On motion of the complainant an injunction is granted in
accordance with the prayer of the plaintiff's bill to restrain
Jas. L. McLemore, Trustee, or any other person from selling
the lands in the plaintiff's bill mentioned and described,
which have been advertised by the said Jas. L. McLemore, trustee,
to be sold on the 10th. day of February 1913, until the further
order of this court. But this injunction order shall stand
dissolved after sixty days from this date, unless extended
or enlarged by a subsequent order of this court.

But the said complainant shall not have the benefit of this order
until he, or some one for him, shall enter into and acknowledge a bond in the penalty of \$ 250.00 in the Clerk's office of the
Circuit Court of ~~Southampton County~~ *Isle of Wight County*, Virginia, with security deemed
sufficient by the Clerk of the said court, conditioned to pay all
such costs as may be awarded against the complainant, and all such
damages as may be incurred by reason of the granting of this
injunction, in case the same shall be dissolved.

Virginia: Clerk's Office of the Circuit Court of
Isle of Wight County, Va. 1913

BOYKIN
VS INJUNCTION ORDER.
WHITE ET ALS.

ENTER THIS 8th day
February 1913.

B.D.W.

Copy 7168
✓

COMMONWEALTH OF VIRGINIA.

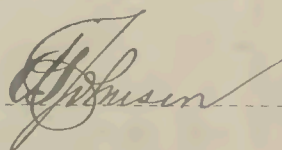
Southampton,
TO THE SHERIFF OF ~~ISLE OF WIGHT~~ COUNTY—Greeting;

We command you that you summon J. W. White, Mary Boykin Rollins,
Jesse B. Rollins, Eugene B. Boykin, Clara Estelle Boykin, Isaac J.
Boykin, George R. Boykin, and James L. McLenore, Trustee, (Eugene
B. Boykin, Clara Estelle Boykin, Isaac J. Boykin and George R. Boy-
kin, being infants under the age of twenty one years),

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 March, 1913, to answer a bill in
chancery exhibited against them in our said Court by Junius E.
Boykin.

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-
house, this 21st. day of February, 1913, and in the
137th. year of the Commonwealth.

 Clerk.

1 1/2

Executed in Southampton
Co. this 27th day of Feb'y 1913
by delivering a copy thereof
to the wife in name of
J. H. White, Mary Boykin
Rollins and Jennie B.
Rollins in person
J. H. Turner - Sheriff
By J. H. Turner - Secy.

R. E. L. WATKINS
ATTORNEY AT LAW
FRANKLIN, VIRGINIA

Feb. 7th. 1913.

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

Junius E. Boykin, Plaintiffs IN CHANCERY

VS

J.W.White, Mary Boykin Rollins, Jesse B.Rollins, Eugene B.Boykin,
Isaac J.Boykin, Estelle Boykin, George R.Boykin, the last four
infants under the age of 21 years, Jas.L.McLemore, trustee.

Summon defendants to FIRST March Rules 1913.

Arthur

p. q.

1

Boykin

vs) Attorney's memo-Chancery

White et als.

Filed Feb. 8th. 1913.

Taste,

W. Johnson

Clerk.

COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF ^{Southampton} ~~ISLE OF WIGHT~~ COUNTY—Greeting;

We command you that you summon J. W. White, Mary Boykin Rollins, Jesse B. Rollins, Eugene B. Boykin, Clara Estelle Boykin, Isaac J. Boykin, George R. Boykin and James L. McLemore, Trustee,

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 ~~3rd~~ 1st Monday in March, 1913, 191, to answer a bill in chancery exhibited against them in our said Court by Junius E. Boykin,

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-house, this 8th. day of February, 1913, and in the 137th. year of the Commonwealth.

 Clerk.

Boykin
 x Chapman in City
 before it as

Service accepted
 Feb 12 1913
 J. L. McLemore
 Trustee

Virginia: In the Circuit Court of Isle of Wight County on the 3rd. day of February, 1913.
 Junius E. Boykin vs. J. W. White, Mary Boykin Rolins, Jesse B. Rollins, Eugene B. Boykin, Clara Estelle Boykin, Isaac J. Boykin, George R. Boykin Jas. L. McLemore, Trustee.

On motion of the complainant an injunction is granted in accordance with the prayer of the plaintiff's bill to restrain Jas. L. McLemore, Trustee, or any other person from selling the lands in the plaintiff's bill mentioned and described, which have been advertised by the said Jas. L. McLemore, trustee, to be sold on the 10th. day of February 1913, until the further order of this court. But this injunction order shall stand dissolved after sixty days from this date, unless extended or enlarged by a subsequent order of this court.
 But the said complainant shall not have the benefit of this order until he, or some one for him, shall enter into and acknowledge a bond in the penalty of \$250.00 in the Clerk's office of the Circuit Court of Southampton County, Virginia, with security deemed sufficient by the Clerk of the said court, conditioned to pay all such costs as may be awarded against the complainant, and all such damages as may be incurred by reason of the granting of this injunction, in case the same shall be dissolved.

See of notes

A copy, Teste, As Johnson Clerk.

bond required duly
 executed
 Jst. As Johnson

9

BOYKIN

VS) CHANCERY

WHITE ET ALS.

Rough decree.

To be entered April 7th.1913.

C.O.B. 7, page_____.

VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

J. E. Boykin

vs)

J. W. White, Mary Boykin Rollins, Jesse B. Rollins, Eugene B. Boykin, Clara Estells Boykin, Isaac. J. Boykin and George R. Boykin, the last three being infants, and James L. McLemore, Trustee.

It appearing to the Court that no guardian ad litem has been assigned the infant defendants in this cause, upon motion of counsel for complainant, it is adjudged, ordered and decreed that E. H. Williams be, and he is hereby, appointed as guardian ad litem for said infant defendants to defend their interests herein.

//

Boykin

VS

DECREE

White.

Enter this _____ day of
April 1913.

I consent to this decree
W. S. Johnson Trustee

I consent to this decree
E. M. White
Atty for Plaintiff.

I consent to this decree
Guardian ad litem.

We consent to this decree
Thos. Boykin
Attys for J. W. White.

I consent to this decree
E. M. White
Atty for Mary Boykin Rollins
and Jesse E. Rollins?

J.E. Boykin,

VS

J.W. White, Mary Boykin Rollins, Jesse B. Rollins, Eugene B. Rollins, Isaac J. Boykin, George R. Boykin, *Jas. L. McLenore, Trustee, Boykin* ~~Isaac J. Boykin~~ Boykin, the last ~~three~~ ^{four} infants, defendants, and E.H. Williams. Guardian ad litem.

This cause came on this day to be heard upon the plaintiffs bill and was argued by counsel; On consideration whereof the court doth adjudge, order and decree, that the papers in the cause be referred to one of the commissioners of this court, who is directed to enquire into and report to court,

1st. Whether all the parties at interest are properly before the court,

2d., What interest, if any, the plaintiff, J.E. Boykin has in the real estate in the bill and proceedings mentioned,

3d. What liens there are on the said real estate mentioned, and their priorities.

Which said enquiries the said commissioner shall make and report to court, together with any matter especially stated, deemed pertinent by himself, or required by any party to be so stated.

And by consent of all parties entered of record in open court, the court doth adjudge, order and decree that this cause be submitted to the judge of this court for such decisions and decrees in vacation as might be entered therein in term.

Baykin it als
75 \$ no. 140
White, it als

1916
Dec. 4
Enter this.
B. W.

C.O.B. #7 2390

Boykin et als

VS In Chancery No 140

White et als.

Upon motion of the plaintiff, by counsel, it is ordered that this suit be dismissed, ~~and there being nothing further to be done in this cause it is ordered that it be removed from the docket.~~

THIS DEED, made the 30th. day of August, in the year of our Lord one thousand eight hundred and eight seven, between James F.Boykin & Sallie A., his wife, of the County of Southampton, in the State of Virginia, of the one part, and Junius E.Boykin of Southampton County, Virginia, of the other part, Witnesseth: That in consideration of the sum of One Thousand Dpllars, the said James F.Boykin and Sallie A., his wife, do grant, with general warranty, unto the said Junius E.Boykin & his children forever, the following real estate, to-wit: 167,(one hundred and sixty seven acres of land, more or less lying & being in the County Southampton, State of Virginia and bounded as follows, on the North by lightwood swamp, on the East & South by lands Eliza Lewis' Estate on the west by land of W.F.Laine & others together with all and singular the appurtenances belonging to the same. And the said James F.Boykin & Sallie A.His wife, covenants that they have the right to convey the said land to the said grantee; that the said grantee shall have quiet possession of the said land that they have done no act to encumber the said land; and that they will execute such further assurances of the said land as may be requisite.

Witness the follllowing signatures and seals.

James F.Boykin (Seal)

Sallie A.Boykin (Seal)

State of Virginia,

County of Southampton, To-wit:

I, K.M.Urquhart, a Notary Public in and for the county aforesaid, in the State of Virginia, do certify that Sallie A.Boykin, the wife of James F.Boykin, whose names are signed to the foregoing writing, bearing date the 30th. day of August 1887 personally appeared before me in the County aforesaid, and being duly examined by me privily and apart from her

(2)

husband, and having the writing aforesaid fully explained to her, she the said Sallie A. Boykin acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it.

Given under my -- this 30th day of August eighteen hundred and eighty seven.

K.M. Urquhart,
Notary Public.

Virginia,
County of Southampton, To-wit:

I, K.M. Urquhart, a Notary Public in & for said county, in the State of Virginia, do certify that James F. Boykins whose name is signed to the writing above, bearing date the 30th. day of August 1887 has acknowledged the same before me in my County aforesaid.

Given under my hand this 30th. day of August, 1887.

K.M. Urquhart,
Notary Public.

Southampton County, In the Clerk's Office Feby. 16, 1891.
The foregoing deed from J.F. Boykin & wife to J.E. Boykin was this day received and with certificate annexed, admitted to record.

Teste: B.F. McLemore, C.C.

A COPY:- Teste: H. B. McLemore Clerk.
By: B. M. Thiller D.C.

3

Boykin

To) Deed

Boykin

- A COPY -

RECORDED - D.B. #41-

PAGE - 594 -

*Exhibit "A" filed with
Deed*

THIS DEED: Made this 27th. day of August, 1909, by and between J.A. Boykin, party of the first part, and J.W. White, party of the second part, both of Southampton County, Virginia,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TWO HUNDRED AND EIGHTY-THREE & 31/100 (\$283.31) Dollars, to him in hand paid at and before the signing, sealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth hereby grant, bargain, sell and convey, in fee-simple and with general warranty, unto the said party of the second part, the following described real estate, to-wit: All of his, the said grantors right, title and interest of every description, in law or in equity, vested or contingent, in and to that certain tract or parcel of land lying situate and being in Berlin and Ivor Magisterial District, Southampton County, Virginia, containing One Hundred and Sixty-seven and one-half ($167\frac{1}{2}$) acres, more or less and bounded on the North by the lands of the Surry Lumber Company; On the East by the lands of A.J. Warren and I.T. Warren; On the South by the lands of W.P. Vick, on which Simmons Holman now resides, and J.E. Boykin's "Elija Love place" and on the West by the lands of J.W. White, R.U. Lane and W.F. Lane; the said tract or parcel of land being the same on which Junius E. Boykin now resides, and the interest of the grantor herein is supposed to be an undivided fee-simple one-sixth interest, though all of his interest ~~be~~ be the same, more or less, is hereby conveyed. The said party of the first part, covenants that he is seised of the said land in fee-simple; that he has the right to convey the same to the grantee; that he has done no act to encumber the said land; that the same is free from all encumbrances; that the grantee shall have quiet and peaceable possession of the said premises, free from the claims of all persons whatsoever, and that he, the said party of the first part, will execute such other and further assurances of title to the said land as may be requisite to give the grantee a

(2)

clear and complete title thereto.

Witness the following signature and seal.

J.A.Boykin, (Seal)

State of Virginia,

Southampton County, To-wit:

I, Ruth M.Owens, a notary public, in and for the county aforesaid, in the State of Virginia, do hereby certify that J.A.Boykin, whose name is signed to the writing hereto annexed, bearing date the 27th day of August, 1909, has acknowledged the same before me in my County aforesaid.

My commission expires on the 2nd. day of August, 1910.

Given under my hand this 27th. day of August, 1909.

Ruth M.Owens,

Notary Public.

Virginia: In the Clerk's Office of Southampton Circuit Court August, 27th 1909. This deed was presented and, with the certificate annexed, admitted to record.

Teste: B.F.McLemore, Clerk

By: H.B.McLemore, D.C.

A COPY: -

Teste: H.B. McLemore, Clerk.

By: B.M. Hills, D.C.

⁴
Boykin J.A.
To
White J.W.

- A COPY -

RECORDED - D.B. 53

Page - 530 -

*Exhibit 'B' filed
with Bu*

THIS DEED, made this twentieth day of December in the year nineteen hundred and one between Junius E. Boykin and Emma C. Boykin, his wife, of the County of Southampton in the State of Virginia, parties of the first part and James L. McLeMore, Trustee, of Suffolk, Va., party of the second part,

Witnesseth: That the said grantors, and parties of the first part, do grant unto the said James L. McLeMore, the following property, to-wit:

1st. All of that certain tract of land lying in the County of Southampton in Berlin & Ivor Magisterial District, containing 167 acres more or less, and bounded North by Lightwood Swamp, East by A.J. Warren, South by lands of I.T. Warren and other lands of grantor, and West by lands of W.F. Laine.

It being the same property purchased by grantors from James F. Boykin and wife, by deed dated Aug. 30th 1887, recorded in D.B. # 41 P. 594.

2nd. All of that certain other tract containing 66 acres, more or less, adjoining the above named place, on the North; and is bounded, East and South by I.T. Warren and William Spivey's estate, and West by the aforesaid 167 acre tract, it being the same property, purchased from Jno. N. Sebrell, Jr., Spec'l. Comr'. December 4th. 1897 in D.B. #45 p. 184.

IN TRUST to secure to Miss N. Lula Pope of the County of Southampton, in the State of Virginia, the payment of one bond for the principal sum of One Thousand Dollars, evidenced by a bond for that amount, executed by the said Junius E. Boykin and Emma C. Boykin, his wife, and payable on demand unto the said N. Lula Pope. And also to secure the payment of any note or notes, bond or bonds, given in renewal, in whole or in part, of the above described debt, 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 the debt aforesaid,

in whole or in part, or in the observance of any covenant respecting the keeping up of Insurance, the payment of taxes and assessments, or any other matter, in this deed contained; and upon such default being made, the said trustee shall so soon thereafter, as he shall be requested by the said beneficiary so to do, 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 and place of sale for at least 15 days, by advertisement in one or more news papers published in the town of Franklin, Va., 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 5% percent. shall pay to the said beneficiary or his assigns, the debt aforesaid with interest thereon or so much thereof as may remain unpaid, and the balance if any to the said Junius E. Boykin or his assigns. And the said grantors covenant that they will during the continuance of this trust, and at their own proper costs and charges, keep insured the buildings upon the aforesaid lot or parcel of land, against casualties by fire, in some good insurance company, in a sum not less than Five Hundred Dollars (\$500.) and assign the policy of insurance, thereof to the said trustee who shall hold the same as additional security for the payment of the debt aforesaid, and that if they the said grantors shall fail to keep the said buildings insured as aforesaid, then the said trustee or beneficiary may, in addition to the right to require a sale for breach of covenant as above provided, cause the same to be insured at the expense of the said grantors, and the premium of such Insurance shall, if not paid by the said grantors upon the request of Beneficiary or trustee be a charge upon the trust

property aforesaid; and in case any money becomes payable under such insurance policy, the said trustee may collect the same, and if so directed by the said beneficiary, or his assigns, shall distribute the amount so collected as if it were the proceeds of a sale had under this deed.

It is further understood and agreed that in the event of the payment of the debt secured hereby, these presents shall at the option of the party secured hereby, be released by a deed of release to be prepared and recorded at the Cost and expense of the parties of the first part. The said grantors covenant that they will warrant generally the property hereby conveyed, and will pay all taxes, levies and assessments upon said property so long as this trust shall last.

And the said grantors hereby waive the benefit of their Homestead Exemption, as to the aforesaid debt and obligation and as to this contract.

Witness the following signatures and seals.

Junius E. Boykin (Seal)

Emma C. Boykin (Seal)

State of Virginia,

County of Nansemond, To-wit:

I, Lee Britt, a Commissioner in Chancery of the Circuit Court for the County aforesaid in the State of Virginia, do certify that Junius E. Boykin and Emma C. Boykin, his wife, whose names are signed to the writing above bearing date on the 21st. day of December, in the year nineteen hundred and one, have acknowledged the same before me in my County aforesaid. Given under my hand this Twenty-first day of December, in the year nineteen hundred and one.

Lee Britt, Commissioner in
Chancery.

Virginia: In the Clerk's Office of Southampton County Court
December 23rd. 1901. This deed was presented and with cer-
tificate annexed, admitted to record.

Teste: B.F. McLemore, C.C.

A COPY:-

Teste: H. B. McLemore Clerk.
By: B. M. Hills D.C.

5
Boykins Junius E.

To) Deed of Trust

McLemore Jas.L. Trustee

for M.Lula Pope

- A COPY -

RECORDED - T.D.B. # 6

PAGE - 174-

*Exhibit "C" filed with
Recd*

THIS DEED, made this twentieth day of December in the year nineteen hundred and one between Junius E. Boykin and Emma C. Boykin, his wife, of the County of Southampton in the State of Virginia, parties of the first part and James L. McLemore, trustee, of Suffolk, Va., party of the second part.

WITNESSETH That the said grantors, and parties of the first part, do grant unto the said James L. McLemore, the following property to-wit:

1st. All of that certain tract of land lying in the County of Southampton in Berlin and Ivor Magisterial District, containing 167 acres more or less, and bounded North by Lighwood Swamp, East by A.J. Warren, South by lands of I.T. Warren and other lands of grantor, and West by lands of W.F. Laine. It being the same property purchased by grantors from James F. Boykin and wife, by deed dated August 30, 1887, recorded in D.B. # 41, P. 594.

2nd. All of that certain other tract containing 66 acres more or less, adjoining the above named place, on the North; and is bounded, East and South by I. T. Warren and William Spivey's estate, and West by the aforesaid 167 acre tract, it being the same property purchased from Jno. N. Sebrell Jr, Spec'l Comr, December 4th, 1897, in D.B. #45, p. 184.

IN TRUST, to secure to Miss N. Lula Pope of the County of Southampton, in the State of Virginia, the payment of one bond for the principal sum of one thousand dollars, evidenced by a bond for that amount, executed by the said Junius E. Boykin and Emma C. Boykin, his wife, and payable on demand unto the said N. Lula Pope. And also to secure the payment of any note or notes, bond or bonds, given in renewal, in whole or in part, of the above described debt, ^{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 the debt aforesaid, in whole or in part, or in the

observance of any covenant respecting the keeping up of insurance, the payment of taxes and assessments, or any other matter, in this deed contained, and upon such default being made, the said trustee shall so soon thereafter, as he shall be requested by the said beneficiary so to do, 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 and place of sale for at least 15 days, by advertisement in one or more newspapers published in the town of Franklin, Va., and out of the proceeds of 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 5% per cent, shall pay to the said beneficiary or his assigns, the debt aforesaid with interest thereon or so much thereof as may remain unpaid, and the balance if any to the said Junius E. Boykin or his assigns. And the said grantors covenant that they will during the continuance of this trust, and at their own proper costs and charges, keep insured the buildings upon the aforesaid lot or parcel of land, against casualties by fire, in some good insurance company, in a sum not less than five hundred dollars (\$500) and assign the policy of insurance thereof to the said trustee who shall hold the same as additional security for the payment of the debt aforesaid, and that if they the said grantors shall fail to keep the said buildings insured as aforesaid, then the said trustee or beneficiary may, in addition to the right to require a sale for breach of covenant as above provided, cause the same to be insured at the expense of the said grantors, and the premium of such insurance shall, if not paid by the said grantors upon the request of beneficiary or trustee be a charge upon the trust property aforesaid, and in case any money becomes payable under such insurance policy, the said trustee may collect the same, and if so directed by the said beneficiary, or his assigns, shall distribute the amount so collected as if it were the proceeds of a sale had under this deed.

It is further understood and agreed that in the event of the payment of the debt secured hereby, these presents shall at the option of the party secured hereby, be released by a deed of release to be prepared and recorded at the cost and expense of the parties of the first part. The said grantors covenant that they will warrant generally the property hereby conveyed, and will pay all taxes, levies and assessments upon said property so long as this trust shall last.

And the said grantors hereby waive the benefit of their Homestead Exemption, as to the aforesaid debt and obligation and as to this contract.

Witness the following signatures and seals:

Junius E. Boykin (SEAL)

Emma C. Boykin (SEAL)

State of Virginia,

County of Nansemond, to-wit:

I, Lee Britt, a Commissioner in Chancery of the Circuit Court for the County aforesaid, in the State of Virginia, do certify that Junius E. Boykin and Emma C. Boykin, his wife, whose names are signed to the writing above bearing date on the 21st day of December, in the year nineteen hundred and one, have acknowledged the same before me in my County aforesaid.

Given under my hand this twenty first day of December, in the year nineteen hundred and one.

Lee Britt

Commissioner in
Chancery

Virginia: In the Clerk's Office of Southampton County Court December 23rd, 1901. This deed was presented and with certificate annexed, admitted to record.

Teste, B.F. McLemore, C.C.

A Copy.

Teste, H.B. McLemore, Clerk

By B.M. Wills, D.C.

A Copy,

Teste,

Clerk

Trustee's Sale

— OF —

TWO TRACTS OF LAND

In Southampton County.

By authority of deed of trust from Junius E. Boykin and wife, dated December 20th, 1901, and duly recorded in T. D. B. No. 6, page 174, Southampton County, and at the request of the holder of the bond secured therein, default having been made in the payment thereof, I shall offer at public sale to the highest bidder, in front of the Court House door in Courtland, Virginia, on

Monday, Feb. 10, 1913

AT 1 O'CLOCK P. M.

First. All of that certain tract of land lying in the County of Southampton, in Berlin and Ivor Magisterial District, containing 167 acres, more or less, and bounded North by Lightwood Swamp; East by A. J. Warren; South by lands of I. T. Warren and other lands of grantor and West by land of W. F. Paine. It being the same property purchased by grantor from James F. Boykin and wife by deed dated August 30th, 1887, recorded in D. B. No. 41, page 594.

Second. All that certain other tract containing 66 acres, more or less, adjoining the above named place on the North; and is bounded East and South by I. T. Warren and William Spivey's estate and West by aforesaid 167 acre tract. It being the same property purchased from John N. Sebrell, Jr., Special Commissioner, December 4th, 1897, in D. B. No. 45, page 184.

TERMS: Cash sufficient to pay expenses of executing this deed of trust and the debt and interest due thereon, the remainder in two equal installments payable in three and six months after date of sale, the deferred payments to bear interest from date of sale and to be secured to the satisfaction of the trustee.

JAS. L. McLEMORE, Trustee.

January 21, 1913.

PLEASE POST

Exhibit C
Bremen
White & al

May 19th, 1931.

Mr. Jas. H. Corbett, Atty.

Suffolk, Virginia.

Dear Mr. Corbett-,

In Re Boykin et als Vs. White., Cy 140.

As per Judge White's permission I have had a photostatic copy of the bill in the above suit made and I herewith enclose to you the original bill for use in the suit before Judge McLeMore. I am placing the copy here with the papers and when you have finished with the original you can return same to me and if you wish it I will then send you the copy to be filed with the papers in the suit over there. The cost of this work was \$2.30 as per bill enclosed which I have sent check to cover.

Very Truly Yours,

JAMES H. CORBITT
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

May 21, 1931.

Mr. R. A. Edwards, Clerk,
Circuit Court of Isle of Wight County,
Isle of Wight C. H., Va.

Dear Mr. Edwards:

In re: Rollings, et als.
v.
Boykin, et als.

I am in receipt of your letter of the 19th instant enclosing the original bill in the case of Boykin, et als. v. White, et als. I am enclosing herewith my check for \$2.30 in payment of the bill for making the photostatic copy.

I assume the best way for me to introduce this bill is through you, and when I next proceed to take evidence at Suffolk I would like to have you appear and testify that it is the original bill. I will have a summons issued directing you to appear and forward the same to you to accept service thereon, as I assume you had rather have it done that way.

With kind regards, I am,

Very truly,

James H. Corbitt

JHC/K

No.

Know all Men by These Presents: That we R. E. L. Watkins,

principal

and

The United States Fidelity and Guaranty Company,

surety

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

TWO HUNDRED AND FIFTY 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 R. E. L. Watkins, who executes this bond on

principal

and the said

behalf of Junius E. Boykin, complainant in

surety

the suit herein named

by

The United States Fidelity and Guaranty Company

W. G. Elam, its duly authorized

agent and attorney in fact, has caused its corporate name and seal to be hereunto affixed, the said seal to be attested

by the signature of the said W. G. Elam

, its said agent and attorney

in fact, this, the 8th. day of February, A. D. 1913.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Junius E. Boykin, complain-

ant in a certain suit in the Circuit Court of the County of Isle of Wight now pending, on the chancery side thereof, shall pay all such costs as may be awarded against him, and all such damages as may be incurred by J. W. White, Mary Boykin Rollins, Jesse B. Rollins, Eugene B. Boykin, Clara Estelle Boykin, Isaac J. Boykin, George R. Boykin and James L. McLeMore, Trustee, the defendants named therein, by reason of the granting of an injunction in said cause, in case the same shall be dissolved,

shall faithfully discharge the duties of his office or trust as such

, then the above obligation to be void, or else to remain in full force and virtue.

R. E. L. Watkins [SEAL]

The United States Fidelity and Guaranty Co.

By W. G. Elam

Its duly authorized agent and attorney in fact.

Attest: W. G. Elam

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 8th day of February 1913, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

Clerk.

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White was

Copy of Inspection bond

Dated Feb'y 8/1913

Wm. Johnson, Clerk