1924-006 Chancery Causes: Howard C. Bradshaw vs Otelia Atkins, Charles Hubert Atkins Folder 1
Dsld of Wight County + Cora Anna Bradshaw, by v c 405
Petition of Otelia Atkins
Petition of Charles Hubert Atkins

other SURNAMES: Holland, Wright, Hatchell, [SURRY Lumber Company], Porter, Felton, Lawrence, [Cumberland Lumber Company]

TO HONORABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

C. W. Atkins and wife, by their deed bearing date the 6th. day of May, 1909, entered of record in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Virginia, in Deed Book No. 77, page 239, conveyed to Cumberland Lumber Company, certain timber, timber rights, privileges and easements, fully set forth in said deed:

That the said Cumberland Lumber Company has assigned its rights under said deed to Surry Lumber Company:

That Surry Lumber Company desires to purchase the timber and trees on that part of the land of which said C. W. Atkins died siezed and possessed, upon which stands the timber and trees not conveyed to Cumberland Lumber Company as aforesaid, which is all of said land lying on the North side of the lane or path leading from the public road to dwelling house, and from thence to Edwin Holland's line, down to nine inches across the stump, outside measurement, at the time of cutting, and with three years in which to cut and remove the same, and with a further period of three years, if desired, and for which it shall pay the sum of ninety dollars per year for each year it shall desire to excercise the privileges granted over and beyond the period of three years first limited, and with the same rights, privileges and easements as is granted in the deed to Cumberland Lumber Company, as aforesaid, a copy of which is attached hereto.

That for the said standing timber, rights, privileges and easements it will give the sum of fifteen hundred dollars, and will pay the cost of a suit to make the conveyance to it as herein outlined.

Surry Lumber Company further states that but for the fact that it owns large tracts of timber adjoining to and in the neighborhood of this property, it could not make the offer here submitted.

Respectfully,

SURRY LUMBER COMPANY,

By Edward Rogers.
Superintendent.

This Deed, made and entered into this 6 day of May 1909 by and between C. W. Atkins and Otelia Atkins, his wife, of Isle of Wight County Virginia party of the first part, and Cumberland Lumber Company a corporation under the laws of the State of West Virginia party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the covenants and agreements of the party of the second part herein contained, and on its part to be kept and performed, and of the sum of $ $50 to them cash in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged; and in further consideration of the sum of $ to be hereafter paid by the party of the second part, its successors or assigns, and evidenced by notes of for the sum of $ each, bearing even date herewith, and payable, respectively, at from date, with legal interest from date, do hereby grant, and convey with general warranty unto the said party of the second part, its successors and assigns, all the timber and trees upon the following tract of land, lying and being in the County of Isle of Wight, in the State of Virginia, bounded and described as follows:

adjoining the lands of Jake Bradshaw, Rebecca A Edwards & Childrens, J S Persons and others and containing 171 acres, more or less, and being the same tract of land on which the grantors now reside. (It is understood and agreed that all the timber lying on the North side of the lane or path leading from the public road to dwelling houses, and from thence to Edwin Hollands land is reserved and not included in this conveyance)

Whereas Otelia Atkins is assignee of R. W. Atkins of a certain bond for the sum of $1600.00 which is secured by a certain deed of trust, to J L Atkins, Trustee, bearing date the 24th day of January, 1899, and of record in the Clerks office of Isle of Wight County Virginia: Now therefore, the said Otelia Atkins hereby releases the timber or trees hereby conveyed, from the lien of said deed of trust

Also the right of ingress and egress to the said party of the second part, its successors or assigns, their agents and servants, with their teams, tools and appliances, over and upon the said land; with free right of way for roads, tram roads and railroads, over, through and across said lands, and the right to erect thereon mills, factories and buildings, and other fixtures deemed necessary or useful in conducting a lumber business, and the manufacture of timber trees into lumber, and carrying the same to market, and to remove at pleasure any such building, factory or fixtures so placed upon said land or any part thereof by the said party of the second part, its successors or assigns.

Also a right of way over and across said land, of the ordinary width, on which to construct and operate a temporary or permanent railroad to be operated by the said party of the second part, its successors or assigns. And in order to provide against damage by fire, the said party of the second part, its successors and assigns, shall have the right to burn off the trash, tree-laps, grass, and other light substances, for a distance of fifty yards on each side of any railway track or right of way herein granted; provided, however, such burning must be done carefully and in such manner as to prevent any damage occurring from the spread of the fire on such land, and so as not to cause any unnecessary damage to said land, or to any building or trees standing thereon.

It is expressly understood and agreed between the parties that the said party of the second part, its successors and assigns, shall not cut or remove from said land any tree that does not measure as much as 10 inches across the stump, outside measurement, at the time of cutting; but the said party of the second part, its successors and assigns, may cut, without limit as to size, such logs or trees as may be required by them for the purpose of constructing, maintaining and operating tram roads and railroads across said land, as herein provided for, or for opening and clearing roads, and for other purposes connected with the cutting, manufacturing and removing the timber hereby conveyed, or any other timber now owned by them, or which they may hereafter acquire.

It is further understood and agreed, that the said party of the second part, its successors, or assigns, shall have the full term of ten years from the date hereof within which to cut and remove the timber from said land; and if at the expiration of said term of ten years, the said party of the second part, its successors or assigns, may so desire, they shall be entitled to a further period of not exceeding ten years from the end of said first mentioned term within which to cut and remove said timber; and shall pay to the parties of the first part, their legal representative or assigns, at the rate of $ 51.00 per year for each year during which they shall exercise said privilege, over and beyond the said term of ten years first above limited.

It is further mutually understood and agreed that payment of the note or notes given for the deferred payments aforesaid, may be made before their due date, by paying the face of said note or notes, with the accrued interest to the date of such payment; that any imperfection in the title of the land whereon said timber is standing may be healed out of the purchase money for said timber at the proper costs and charges of the parties of the first part, any sum so paid to be credited on the deferred payments of the purchase money due hereunder, and that no timber (except such as it may be necessary to cut in clearing ways for roads, railroads, etc.) shall be cut under this deed until all the deferred payments are met, and the purchase price fully paid.

The parties of the first part covenant that they are seized in fee of the property hereby conveyed; that they have the right to convey the same to the said party of the second part; that they have done no act to encumber the same; that the said party of the second part shall have quiet possession of the said property, free from all encumbrances; and that they will execute such further assurances of the same as may be requisite.

It is further agreed that if any damage shall result to the parties of the first part, or their assigns, by reason of the carelessness or negligence of the party of the second part, its successors or assigns, in conducting said business, the whole matter shall be submitted to the arbitration of disinterested parties, one selected by each of the parties hereto, and upon the failure of the parties so selected to agree, they shall call in a third party, and their decision shall be final and binding upon the parties.

Witness the following signatures and seals

C. W. Atkins (SEAL)

Otelor Atkins (SEAL)

Otelor Atkins, Assignee of C. W. Atkins (SEAL)

(SEAL)

Recorded May 12. 1909 Deed Book 77. page 239

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Virginia: Circuit court of Isle of Wight County.

Howard C. Bradshaw

v) Chancery. No.405.

Otelia Atkins et als.

Offer of Surry Lumber Co.

Filed June 15, 1923

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Howard C. Bradshaw

vs) Chancery _____

Otelia Atkins et als

TO THE HONORABLE B. D. WHITE:

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

The undersigned, one of the Commissioner's in Chancery, of your Honor's Court, to whom has been referred the papers in the above entitled cause for the execution of a decree entered therein on the 7th day of May, 1923, respectfully reports to the Court, that on the 10th day of May, 1923, in the presence of Geo. F. Whitley, Guardian ad litem, and A.S. Johnson, counsel for all the adult parties, he took the testimony of W.F.Porter, T.E. Felton, Gavin R. Lawrence and Otelia Atkins, which was reduced to writing, and it is returned herewith as a part of this report, and from such testimony, so taken, and from the records filed in the Clerk's Office of this Court, is informed and reports as follows;

First. Whether the standing timber in the bill mentioned, in its entirety, or any distinct or independant part thereof, can be conveniently partitioned, between and among the parties entitled thereto, to advantage, and if not, if it will be to the interest of the parties entitled to the same, to make sale of the entire subject or such distinct or independant part thereof, as can be partitioned.

(Ans) Your Commissioner, begs leave to report

that from the evidence submitted before your Commissioner, by the persons hereinbefore named, it appears that it would be unwise and impracticable to undertake a division of this small tract of timber among those entitled to share therein, nor does your commissioner believe that the same could be accomplished so as to cause the proper distribution.

Your Commissioner further reports, that it appears to be to the best interest of all concerned, to make sale of the timber upon this tract of land, and the proceeds of said sale be divided according to the respective rights of all parties in interest.

(Q) What standing timber is upon the tract of land in the bill and preceedings mentioned, and to which the parties in this cause are entitled, how their title was acquired, the fee simple value thereof, and what are their respective interest therein.

(Ans). From the records on file in the Clerk's Office of the Circuit Court of Isle of Wight County, it appears that Chas. W. Atkins, and wife, by their deed bearing date May 6th, 1909, recorded in D.B. 77, page 239, conveyed to the Cumberland Lumber Co., all the timber and trees upon 121 acres of land, reserving in said deed the timber and trees on that part of said land "on the North side of the lane or path leading from the public road to the dwelling house, and thence from thence to Ediwn Holland land", the timber so reserved being the subject of this suit, that the standing timber upon the said land mentioned is about two thirds pine and the balance about equally divided between oak and gum. That the title thereto was acquired by Chas. Hubert Atkins and Cora Anna Bradshaw by decent, that the title of Howard C. Bradshaw was acquired by

deed from Peyton M. Hatchell et ux, the said Peyton M. Hatchell, being the alienee of Eva Wright et vir, the said Eva Wright being the daugther to Chas. W. Atkins, who acquired her title by descent. The interest of Chas. Hubert Atkins, Cora Anna Bradshaw and Howard C. Bradshaw is one third, subject to the dower right of Otelia Atkins, widow of Chas. W. Atkins, and from the evidence so taken, of parties famialiar with the said tract ot timber, it appears to have a fee simple value ranging from one thousand dollars to twelve hundred dollars, and from the evidenced submitted, it is recommended by your Commissioner that the standing timber in the bills and proceedings mentioned be sold, to the Surry Lumber Co. for the sum and price of $1500.00, down to 9 inches across the tree stump, outside measurement, twelve inches from the ground, with the privilege of three years in which to cut and remove the same, and with the further right to two years to cut and remove the same upon the payment of ninety dollars per year for each year such right is required, together with the rights, privileges and easements usually taken by the Surry Lumber Co., in conveyances made to them.

(Q). If there are any liens against the said standing timber on account of delinquent taxes, judgments, or otherwsie, together with their priorities.

(ANS). Your Commissioners respectfully reports that after a careful search of the records in the Clerk's Office in the aforesaid Commissioner's Court, that there does not appear to be standing against said timber any delinquent taxes or judgments, however, Your Commissioner, begs leave to report that on Jan. 24th, 1899, Chas. W. Atkins, conveyed

in trust,to secure to R. W. Atkins, the payment of the sum of $1600.00, and evidenced by bond of even date with said deed of trust for the said sum of $1600.00, and payable to said R.W. Atkins $200.00 principal and all accrued interest annually, until the said sum is fully paid,"All that certain tract of land situate in Isle of Wight County,State of Virginia, containing 122 acres, more or less, which said deed of trust,which is of recorded in the aforesaid Clerk's Office in D.B. 63, page 499, is still un-released, however, it appears from the testimony taken by your Commissioner, that the said bond was duly assigned to, and is now the property of Mrs Otelia Atkins, and who is willing , as the evidence shows,to release her rights in and too the said timber intended to be sold, should there accrue unto her any rights on account of said bond and deed of trust as aforesaid.

(Q). Who are the proper parties to this suit,if they are properly before the Court, and their ages and residences.

(ANS) Your Commissioner respectfully reports that all of the parties to this suit are adults except Cora Anna Bradshaw , and the said parties being Howard C. Bradshaw, complainant, and Otelia Atkins, Chas. Hubert Atkins and said Cora Anna Bradshaw, and they are all the parties necessary to this suit, and they are properly before the Court.

Very Respty Submitted.
R. A. Edwards
Com. in Chancery.

W. F. Porter being duly sworn, deposes and says:

Q. Please state your name, age, residence and occupation?

A. W. F. Porter, am a resident of the County of Isle of Wight and am a farmer. I am fifty six years of age.

Q. Are you acquainted with the land of which C. W. Atkins died siezed and possessed? A. Yes sir.

Q. Have you recently been over this tract of land? A. Yes sir, for the purpose of estimating the value of the land and the timber.

Q. What experience, if any, have you had with timber? A. I have bought some and have sold some. I believe I am fairly well familiar with the value of standing timber.

Q. The Bill in this suit states that Howard C. Bradshaw is the owner of one third of the tract of land of which said C. W. Atkins died siezed and possessed, subject to the dower of the widow-state whether or not, in your opinion, the atanding timber on this tract of land, in its entirety, or any distinct or independent portion thereof, can be conveniently partitioned, between and among the parties entitled thereto, to advantage, and if it cannot be conveniently and advantageously partitioned whether or not it will be to the interest of the parties entitled thereto, to make sale of the entire subject matter, or or such distinct and independent part thereof as cannot be partitioned. A. I understand that Surry Lumber Company owns the standing timber on a part of this land. That part of the timber not owned by them, cannot advantageously be partitioned either as a whole or as a part. It can only be sold, the whole of it, and the money divided.

Q. Please state what, in your opinion, is a fair market value of the standing timber upon that part of the land not now owned by Surry Lumber Company, to be cut down to nine inches across the stump, outside measurement, twelve inches from the ground, with a privilege of three years in which to cut and remove the

timber, and with a further right of two years by paying six per cent, per year, for each year such extension is used, on the purchase price, that is to say ninety dollars per year? A. Twelve hundred dollars. It may be that some one operating in the immediate neighborhood can afford to pay a little more. Q. Do you know who are the heirs at law of C. W. Atkins? A. Yes, they are Eva, a daughter, now the wife of Shelly Wright, Cora Anna, a daughter, now the wife of Howard C. Bradshaw, and Chas. Hubert Atkins, a son, who is now in the hospital at Williamsburg, I understand. He left a widow, who is now living, Otelia Atkins.

And further this deponent saith not.

W F Parker

T. E. Felton being duly sworn, deposes and says:
Q. Please state your name, age, residence and occupation? A. My name is T. E. Felton, I am sixty six years of age, I am a resident of the County of Isle of Wight and am now farming. I was in the lumber business for about twenty years.
Q. Are you acquainted with the land of which C. W. Atkins died siezed and possessed? A. Yes sir, I am now living on an adjoining farm.
Q. Do you know the value of the standing timber, on said land, not now owned by Surry Lumber Company, of all kinds, down to nine inches across the stupp, outside measurement, twelve inches from the ground, with a privilege of three years in which to cut and remove the same, and with the further right of two years, if desired, by the payment of ninety dollars per year for such time as may be taken? A. If I wanted the timber, and had to locate a mill there to get it, then I could not afford to pay more than a thousand dollars for it, but some one operating in the neighborhood should be able to pay more.

It would depend upon his equipment as to what he could afford to pay, twelve hundred or twelve hundred and fifty dollars would be quite a good price for it.

Q. I read to you the inquiry which the court has directed to be made in this case as to the partition of the timber on this land-what is your opinion of the most advantageous manner in which to make partition? A. The only way that it can be handled to advantage is to sell the whole and divide the money paid for it.

And further this deponent saith not.

T. E. Felton

Gavin R. Lawrence being duly sworn, deposes and says?

Q. Please state your name, age, residence and occupation? A. Gavin R. Lawrence, I am thirty seven years of age, live in Isle of Wight County, on land adjoining the land of C. W. Atkins, and am a farmer.

Q. You have heard the questions which have been propounded to Mr. Porter and to Mr. Felton-please state, first, what is your idea about partition of the timber mentioned? A. I do not see how it can possibly be divided. The only way that such could be done is to sell it and divide what is gotten for it.

Q. Now what do you consider a fair value for it, of the dimensions mentioned, and for the time mentioned? A. Twelve hundred dollars.

Q. Do you think it to the advantage of all the parties that the timber mentioned should now be sold? A. Yes sir for the reason that all the timber all around this tract has been sold, and it is about four and a half miles from Windsor, which is the nearest transportation point, and if it is not now sold then sale may be lost and it will be several years, until the timber around it grows up, before another sale can be made. I believe it should be sold now.

Q. Are you, or are you not, well acquainted with the parties to whom this timber belongs? A. Yes sir, I have lived right

true, that is do you wish that the whole of the standing timber on the place be sold, and your part of the proceeds paid you in cash? A. Yes sir.

Q. Have you had any offer for the timber? A. Yes sir, Surry Lumber Company has offered to pay us fifteen hundred dollars for the standing timber, nine inches across the stump, outside measurement, at the time of cutting, with the right to cut it within three years from the time it is conveyed to it, in case it is, and they want two years more time, or the right to two years more, and are willing to pay at the rate of six per cent on the purchase price for each year they may hold after the three years are past, in case they do not cut it within the first three years. Surry Lumber Company owns everything around us except the Joe Persons place which is owned by Sykes & Gwaltney. After all this is cut there will be little chance of a sale for us. Surry Lumber Company already owns the timber on a part of our land, having bought it in 1909, with ten years to cut it in and the right to ten more years by paying extension money. The timber they are offering to purchase now covers about sixty acres of land, and we thing the price offered is very good. We do not believe that any one else can offer as much. We have had several looking at it and this is the highest we have been offered for it. When the rest is cut there is not enough or will not be enough left to locate a mill for, and it will be a long long time before we will get a chance to sell it, and since the Surry Lumber Company owns a part they might as well have all. Howard Bradshaw, who married Cora, can have his to work on, Cora can get hers, if the judge will give it to her, to help them out, and Hubert's can be put in bank and go to him if he ever gets well, and if not it can stay there to help take care of him if he ever needs it. My little can be paid to me and it will be quite a great help, for times have been hard lately.

where I now am for sixteen years.

Q. What sort of timber is upon the land mentioned? (here Mr. Felton is inquired of by the witness as to his estimate, which is as follows, and which was agreed to by both Messrs Porter and Lawrence) There is about two thirds of it pine, the balance being in various kinds of oak and gum, about equally divided between oak and gum.

Q. Is oak and gum readily salable in this community? A. Very few mill men can handle, to much advantage, oak and gum. A Surry Lumber Company usually seems to handle it to better advantage than any one else. They are large operators and have it in quantities and can dispose of it, I presume, better than a small timber owner.

And further t is deponent saith not.

G R Lawrence

Otelia Atkins being duly sworn, deposes and says:

Please state yourname, age, residence and occupation? A. Otelia Atkins, fifty two years of age on the 13th. day of last January (1923), I live in Isle of Wight County, Virginis, on the land of which my late husband, Charles W. Atkins died siezed and possessed, and I am the widow of Chas. W. Atkins, and am a farmer.

Q. Please give me the names of your children by Chas. W. Atkins? A. They are Emily Eva, wife of Shelly Wright, Chas. Hubert, who is in the hospital at Williamsburg, having been pronounced insane, and Cora Anna, wife of Howard C. Bradshaw, the last named being under twenty one years of age.

Q. In your answer filed in this suit you state that you are willing for the timber on the land mentioned herein, to be sold and your part of the money received therefor, that is the cash value of your dower interest therein, to be ascertained and paid to you in a lump sum-is this or is it not

Q. The record in the Clerk's Office shows that on January 24th. 1899, you and your husband gave a deed of trust on this land to John L. Atkins, trustee, to secure R. W. Atkins the payment of $1600.00, evidenced by a bond payable $200 on the principal and all accrued interest annually till all is paid. When you and your husband sold the timber to Cumberland Lumber Company, from which the Surry Lumber Company purchased it, it appears that you were the owner of the bond here mentioned, because you signed the deed to the Cumberland Lumber Company releasing your lien upon the timber conveyed to it. Are you still the owner of that bond? A. Yes sir, I am.

Q. Are you willing to release to the Surry Lumber Company, in case the Court sells to it, or to any one else the court may direct sale to be made to, your lien upon the land, if any, by reason of this deed of trust? A. Yes sir.

Q. Then, I understand, from the answer filed by you, and from your testimony given that you are willin for the timber to be sold and also that you will release any lien you may have thereon, as holder of the bond? A. Yes sir, and I am willing to let it be sold and the money received therefor divided between the children, according to their rights, irrespective of any lien I may have by reason of the deed of trust you mention, paying to me, of course, my dower value in cash. I do not wish to insist upon the money being paid on the bond I hold. What lien I have, the land is sufficient to take care of. The land will belong to my children anyway, at my death, so it makes no difference about any lien I may have against it.

Q. Can Howards interest in the timber be set aside to him, conveniently? Ans. I do not see how it could be without selling all of it and paying him his part. It is, I believe, to the interest of everybody to sell all of it and divide the money.

Q. You state that Surry Lumber Company has made an offer of fifteen hundred dollars for the standing timber, down to nine inches acr ss the stump, outside measurement, at the time of cutting, and for three years in which to cut and remove it; and that they wish to provide for two years more in which to cut and remove it, and for which they are to pay at the rate of ninety dollars a year for each year they shall excercise such privilege, if granted, over and beyond the term of three years first provided for-do you know the conditions imposed in the deeds usually taken by the Surry Lumber Company? A. Yes sir, I have already signed one. They use the same that was given to Cumberland Lumber Company.

And further this deponent saith not.

Otelia Atkins

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Howard C. Bradshaw

vs. Cy. No. 405

Otelia Atkins et ads.

Report of Com. in chancery.

Filed. May 20th 1923

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

Howard C. Bradshaw,.....Complainant

v) Chancery. No._____

Otelia Atkins, Chas.
Hubert Atkins, and
Cora Anna Bradshaw,.....Defendants.

The answer of Otelia Atkins to a bill in chancery, filed against her and others, by Howard C.Bradshaw, in the Circuit Court of the County of Isle of Wight, Virginia.

This respondent, saving and reserving to herself the benefit of all just exceptions to the said bill of complaint, for answer the eto, or to so much thereof as she is advised that it is material for her to answer, answers and says:

That she believes the statements made in the said bill of complaint to be true; that she does not object to partition of the standing timber upon the land mentioned in said bill, or to sale thereof, and application of the purchase money as the law provided in such cases; that she is willing to accept her dower interest therein in cash, according to the provisions of Section 5131 of the Code of Virginia.

And now having fully answered the said bill of complaint, she prays to be hence dismissed with her reasonable costs, etc.

x Otelia Atkins

Affidavit to foregoing answer
waived.

_____
Counsel for complainant.

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

Howard C. Bradshaw

v) Chancery. No. 405

Otelia Atkins et als.

Answer of Otelia Atkins.

VIRGINIA: CLERKS OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT

5/7 1923

Filed

Teste, R. G. Edmonds Clerk.

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Howard C. Bradshaw,.....Complainant.

v) Chancery. No. _____

Otelia Atkins, Chas. Hubert Atkins and Cora Anna Bradshaw,.....Defendants.

The answer of Chas. Hubert Atkins, an insane person, by George F. Whitley, his guardian ad litem, to a bill in chancery, filed against him and others, in the Circuit Court of the County of Isle of Wight, Virginia, by Howard C. Bradshaw:

This respondent, saving and reserving unto himself, the benefit of all just exceptions to said bill of complaint, for answer thereto, or to so much thereof as he is advised it is material that he should answer, by his guardian ad litem, answers and says:

That he is an insane person, and by reason of such insanity, he is incapable of understanding or of taking care of his rights and interests herein; and that he, therefore, commends himself, and his rights and interests, to the protection of the court, and prays that no decree may be entered that would tend to his prejudice.

And now having fully answered the complainants bill, this respondent prays to be hence dismissed with his reasonable cost by him in this behalf expended.

Geo. F. Whitley.
Guardian ad litem for Charles Hubert Atkins.

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

Howard C. Bradshaw,.....Complainant.

v) Chancery. No.____

Otelia Atkins, Chas.
Hubert Atkins, and Cora Anna Bradshaw.,.....Defendants.

The answer of Cira Anna Bradshaw, an infant, by George F. Whitley, her guardian ad litem, to a bill in chancery, filed against her and others, in the Circuit Court of the County of Isle of Wight, Virginia, by Howard C. Bradshaw.

This respondent saving and reserving to herself the benefit of all just exceptions to said bill of complaint, for answer thereto, or to so much thereof as she is advised it is material to answer, by her guardian ad litem, answers and says:

That she is an infant, of tender years, and by reason thereof she is incapable of understanding or of taking care of her rights and interests herein; and that she, therefore, commends herself, and her rights and interests, to the protection of the court, and prays that no decree may be entered that will tend to her prejudice.

And now having fully answered the complainants bill, this respondent prays to be hence dismissed with her reasonable cost by her in this behalf expended.

Geo. F. Whitley.
Guardian ad litem for Cora Anna Bradshaw.

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

Howard C. Bradshaw

v) Chancery. No. 405

Otelia Atkins et als.

Answer of guardian ad litem and of infant and insane defendants.

VIRGINIA: CLERKS OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT

5/7 1923

Teste, R. A. Edwards Clerk

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Howard C. Bradshaw

v). Chancery. No. 405.

Otelia Atkins et als.

TO HONORABLE B. D. WHITE,

Judge of the Circuit Court of the County of Isle of Wight, State of Virginia.

Your petitioner, Charles Hubert Atkins, represents to the court that he is the same Charles Hubert Atkins, named as one of the defendants in the suit, now pending on the Chancery side of this court, under the general style of Howard C. Bradshaw v. Otelia Atkins et als., docket No. 405.

That on the 15th., day of May, 1923, a decree was entered in said suit, which shows that a certificate of deposit, for the sum three hundred and fifty dollars and twelve cents, bearing date the 31st., day of July, 1923, issued by the Bank of Smithfield, Smithfield, Virginia, payable to A. S. Johnson, Special Commissioner, and endorsed by him to the Circuit Court of the County of Isle of Wight, State of Virginia, or its order, and which amount covers the share of your petitioner, arising out of the sale of the subject matter of the said suit.

That at the time of the commencement of this suit, as well as at the time of the entry of the aforesaid decree, your petitioner had been adjudged insane by a commission of lunacy and had been committed to the Eastern State Hospital, Williamsburg, Virginia, for confinement and treatment, but by a certificate of discharge dated the 20th., day of August, 1924, from the said Eastern State Hospital, signed by Dr. G. W. Brown, superintendent

thereof, which certificate is attached hereto, your petitioner was discharged from the said hospital having been restored to sanity.

That he is informed and believes that he is entitled to have the amount of money evidenced by the said certificate of deposit paid to him, less the costs of the court which have accrued since the enrty of the aforesaid decree.

He, therefore, prays that this court will order and direct that the amount of money which is due him, as aforesaid, be paid to him as soon as practicable.

And your petitioner will ever pray, etc.

Charles Hubert Atkins

State of Virginia,

County of Isle of Wight, to-wit:

I, R. E. Stephens, a Commissioner in Chancery for the Circuit Court of the County of Isle of Wight, State of Virginia, do hereby certify that Charles Hubert Atkins, whose name is signed to the foregoing petition, has this day personally appeared before me, in my said County, and made oath that the statements made in the said petition, so far as made from his own knowledge, are true, and so far as made upon information obtained from other source, he belives to be true.

Given under my hand this the 1st., day of September, 1924.

R E Stephens.
Commissioner in Chancery.

15

Virginia: In the Circuit Court of the County of Isle of Wight

Howard C. Bradshaw,

v). Chancery No. 405.

Otelia Atkins et als.

Petition of Charles Hubert Atkins.

JOHNSON AND STEPHENS
ATTORNEYS AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Howare C. Bradshaw

v) Chancery. No. 405.

Otelia Atkins, et als.

TO HONORABLE B. D. WHITE,

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

Your petitioner, Otelia Atkins, represents to the Court:

1. That Charles Hubert Atkins, the insane defendant, named in these proceedings, is confined in the Eastern State Hospital, at Williamsburg, Virginia.

2. That the said Charles Hubert Atkins has no income, whatsoever, from any source, and that she has been and is required to furnish him clothing, and in addition thereto, medical attention when he happens to be sick.

3. That at this time he is in need of clothing, and she estimates that it will be necessary to spend about fifty dollars to give him a proper outfit, and she is asking the court to direct that out of the fund, to his credit, in Bank of Smithfield, that she be paid the sum of fifty dollars to be expended for the boys's clothing.

4. That she is hardly able, on the land she occupies, to make more than a living for her self, and thst she has gone behind, as most farmers have, for the past two or three years, or she would not ask the court to permit her to pay for the clothing for her unfortunate boy, out of his funds.

Youe petitioner, therefore, prays that the court direct that she be paid the sum of fifty dollars, out of the fund now in the Bank of Smithfield, or to the credit of this cause, to be used and expended by her, in providing the said Charles Hubert

Atkins with necessary clothing.

And your petitioner will ever pray, etc.

Otelia Atkins

State of Virginia,

County of Isle of Wight, to-wit:

I, A. S. Johnson, a Commissioner in Chancery for the Circuit Court of the County of Isle of Wight, State of Virginia, do hereby certify that Otelia Atkins has this day personally appeared before me, in my said County, and made oath that the statements made in the foregoing petition are true.

Given under my hand this 25th. day of July, 1923.

A. S. Johnson

Commissioner in Chancery.

Bradshaw

v) Chancery. No. 405.

Atkins et als.

Petition of Otelia Atkins

Filed July 23, 1923.

****

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

Howard C. Bradshaw,.....Complainant.

v) Chancery. No._____

Otelia Atkins, widow of Chas. W. Atkins, deceased, Chas. Hubert Atkins, and Cora Anna Bradshaw, the last named being an infant under the age of twenty one years, and the said Chas. Hubert Atkins being an insane person,.....Defendants.

TO HONORABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

Your complainant, Howard C. Bradshaw, respectfully represents:

1. That Charles W. Atkins, who died sometime in the year 1913, or about that time, at the time of his death, was seized and possessed of two certain tracts of land in Isle of Wight County, Virginia, briefly described as follows: (a): A tract of land of one hundred and twenty two acres, more or less, adjoining the lands of Jno. H. Holland, M. R.Holland, M. S. Persons and others, and being same conveyed to the said Charles W. Atkins by Emma A. Atkins et als., by their deed bearing date the 24th. day of January, 1899, and entered of record in the Clerk's Office of this court in Deed Book No. 63, page 498; and, (b): a tract of land of twenty acres, more or less, adjoining the aforesaid tract of land, the lands of M. S. Persons, J. E.Bradshaw, and the County Road leading from Isle of Wight Courthouse to Windsor, and being the same conveyed to the said Charles W. Atkins by William S. Holland and

wife, by their deed bearing date the 23rd. day of May, 1904, and entered of record in the Clerk's Office of said Court in deed book No. 75, page 372.

2. That the said Charles W. Atkins left him surviving a widow, Otelia Atkins, and three children, namely: Emily Eva Atkins, Charles Hubert Atkins, and Cora Anna Atkins, all of whom are now living,

3.That the said Emily Eva Atkins, since the death of said Charles W. Atkins, has intermarried with one Shelly Wright, and since said marriage, by deed of herself and her husband, bearing date the 13th. day of September, 1921, of record in said Clerk's Office in Deed Book No. 91, page 597, conveyed her interest in said land to Peyton M. Hatchell, the said Peyton M. Hatchell and wife, by their deed bearing date the 23rd. day of January, 1923, entered of record in the said Clerk's Office in Deed Book No. 93, page 432, having conveyed their interest in said land to said Howard C. Bradshaw, your complainant.

4. That the said Cora Anna Atkins has, since the death of the said Charles W. Atkins, intermarried with your complainant, said Howard C. Bradshaw, whose wife she now is, and that said Cora Anna Bradshaw is yet an infant.

5. That the said Charles Hubert Atkins was, on the 13th. day of November, 1916, adjudged insane, and is now in the Eastern State Hospital, at Williamsburg, Virginia, for treatment.

6. That the said Howard C. Bradshaw, your complainant, has been offered a good price for his share of the standing timber upon said tracts of land, and which he is unable to sell because the same is undivided; that because of the fact that the standing timber on all the land adjacent and near to these tracts of land have been sold, leaving not sufficient in

this immediate neighborhood for a mill to locate for many years to come, thereby depriving your complainant of sale of his interest in the said standing timber.

7. That the said standing timber, upon the said two tracts of land, as your complainant believes, is susceptible of partition among the parties entitled thereto; but should it not be susceptible of partition, conveniently, either of the entire, or of any distinct or independent part thereof, that a sale may be ordered of the entire standing timber, or of such distinct or independent part thereof as cannot be so partitioned, and that the proceeds arising from such sale be distributed to the partues entitled thereto according to their respective rights:

In tender consideration whereof, and forasmuch as your complainant is without remedy in the premises, save in a court of equity, where matters of this kind are alone and properly cognizable, he prays that the said Otelia Atkins, Charles Hubert Atkins, and Cora Anna Bradshaw, be made parties defendant to this bill and required to answer the same, though not under oath, answer under oath being hereby waived, the said infant and the said insane person by their guardian ad litem; that a proper person be appointed guardian ad litem for said infant defendants, who shall, also, answer this bill; that proper process issue; that the said real estate be divided between the parties entitled thereto, or if it cannot be divided that the entire subject be sold, that is the standing timber upon the said two tracts of land, and that the proceeds arising out of such sale be divided distributed among the parties entitled thereto according to their respective rights; that all proper ordered and decrees may be made, accounts taken and inquiries directed; and that your complainant may have all such further, other and general relief in the premises as the na-

ture of his case may require, or to equity shall seem meet.

And your complainant will ever pray, etc.

Howard C. Bradshaw
Complainant.

By counsel.

A. Johnson f.c.

1

Virginia: Circuit Court
of Isle of Wight County.

Howard C. Bradshaw

v) Chancery. No. 405

Otelia Atkins et als.

BILL OF COMPLAINT.

Filed in open court May 7th. 1923. and upon answers of all defendants, filed, cause ordered to be docketed.

B. A. Edwards.

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

No.

Know all Men by These Presents: That we A. S. Johnson,

principal ,

and

The Fidelity & Deposit Company Of Md., surety ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Two Thousand 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 A. S. Johnson, principal ,

has hereto set his hand and affixed his seal;

and the said Fidelity & Deposit Company of Maryland., surety ,

by R. A. Edwards, , 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 R. A. Edwards, , its said agent and attorney in fact, this, the 18th day of June A. D. 19 23

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound A. S. Johnson, who was a Decree entered by the Circuit Court of the County of Isle Of Wight on the 15th day of June 1923, in the suit of Howard C. Bradshaw Vs. Otelia Atkins et als, docket No., 405, appointed a Special Commissioner in said suit., which said suit is pending on the Chancery side of said Court.,

shall faithfully discharge the duties of his office or trust as such Special Commissioner , then the above obligation to be void, or else to remain in full force and virtue.

A. S. Johnson [SEAL]

Fidelity and Deposit Company of Md.

By R. A. Edwards

Attorney in fact

Its duly authorized agent and attorney in fact.

Attest: R. A. Edwards

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 18th day of June 1923, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

R. A. Edwards Clerk.

A Copy.
Test R. A. Edwards Clerk.

All Available Text Successfully Captured

8

Howard C. Bradshaw

vs Cy No. 405

Otoe Co Nebraska.

Copy

Filed:

June 18-1923.

Clerk.

R. A. Edwards. Clk

EASTERN STATE HOSPITAL

GEO. W. BROWN, M. D.,
SUPERINTENDENT

WILLIAMSBURG, VA., Aug.20th,1924. 192

...Certificate of Discharge...

This is to certify that Mr.Charles Hubert Atkins

who was admitted as a patient into the Eastern State Hospital, Virginia, on the 8th of Sentmeber 1922 19

from the County of Isle of Wight

on certificate of Dr.R.Lee Seward,

having been restored to sanity, has this day been discharged from the said Hospital. (See Acts of Assembly 1899-1900, page 1043, section 1688.)

G. W. Brown

Superintendent and Physician

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

Howard C. Bradshaw

v). Chancery. No. 405.

Otelia Atkins et als.

Th-is cause came again on this day to be heard upon the papers formerly read, and upon the petition of Charles Hubert Atkins, one of the defendants herein, this day, by leave of the court, filed, and to which there was no exception, and was argued by counsel.

And it appearing to the court, from the said petition, that Charles Hubert Atkins has been restored to sanity, as appears from a certificate of discharge, attached to the said petition, from the Eastern State Hospital, signed by Dr. G. W. Brown, the Superintendent thereof; and, that he is entitled to receive his share of the proceeds arising from the sale of the subject matter of this cause, less the accrued costs up to and including the entry of a final decree: On consideration whereof it is adjudged, ordered and decreed that there be paid to the said Charles Hubert Atkins, or his attorneys, Johnson and Stephens, his share of the money arising from the sale of the subject matter of this cause, less the amount of the accrued and unapid costs up to and including the entry of a final decree, proper receipt to be taken therefor which shall be filed with the papers in this cause.

And nothing further appearing to be done in this cause it is ordered that it be dismissed from the docket.

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

Howard C. Bradshaw,

v). Chancery. No. 405.

Otelia Atkins et als.

Note for decree.

Enter this:

Sept., 2nd., 1924.

Order Book 8
page 272

JOHNSON AND STEPHENS
ATTORNEYS AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Howard C. Bradshaw

v) Chancery. No. 405.

Otelia Atkins et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the report of A.S. Johnson Special Commissioner, this day filed, by leave of court, and to which there is no exception, and was argued by counsel: On consideration whereof, and it appearing to the court from said report, that the said A. S. Johnson, special commissioner, has disbursed the fund of fifteen hundred dollars, paid to him by Surry Lumber Company, for the timber conveyed to it, as directed in this cause, as follows, to-wit:

To Otelia Atkins, widow of Chas. W. Atkins, for her dower interest,	$ 299.64
To Howard C. Bradshaw, his share,	400.12
To Cora Anna Bradshaw, her share,	400.12,

for which he has taken vouchers, which he has filed with his said report; that out of the share accruing to Charles Hubert Atkins, the insane defendant, he has paid to Otelia Atkins, mother of said Charles Hubert Atkins, as directed by decree entered herein on the 23rd. day of July, 1923, the sum of $50.00; that he has deposited the remainder due to said Charles Hubert Atkins, $350.12, in Bank of Smithfield, and has taken interest bearing certificate therefor, which is numbered 6942, and which is filed with the papers in this cause, the several amounts aggregating the sum of $1500; and is endorsed payable to this Court or upon its order in this cause that the said special commissioner has discharged his full duty in this cause, it is adjudged, ordered and decreed that the said report be, and is, hereby, confirmed; and, that thesaid special

commissioner be discharged from further liability.

And it is further adjudged, ordered and decreed that this cause be continued upon the docket of this court, at the cost of the said Charles Hubert Atkins.

Virginia: Circuit Court
of Isle of Wight County

Howard C. Bradshaw

v) Chancery. No. 405

Otelia Atkins et als.

Note for decree.

Enter this

May 15, 1924

Chancery Order Book 8
Page 149

E d V

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT, C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Howard C. Bradshaw

v) Chancery. No. 405.

Otelia Atkins et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the petition of Otelia Atkins, this day, by leave of court, filed, and to which there is no exception, and was argued by counsel:

On consideration whereof,it is adjudged, ordered and decreed that A. S. Johnson, Special Commissioner in this cause, out of the funds in his hands, if he has not made deposit in Bank of Smithfield, of the fund belonging to the insane defendant, Charles Hubert Atkins, as directed by decree entered herein on the 2nd. day of July, 1923, pay to the said Otelia Atkins the sum of rifty dollars, and take her receipt therefor; and, that the said Otelia Atkins take receipts for the clothing she purchases for the said Charles Hubert Atkins and file the same, with the papers in this cause.

And the balance of said fund the said special commissioner shall, forthwith, deposit in Bank of Smithfield, as provided in the decree entered herein on the 2nd. day of July, 1923.

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Bradshaw

v) Chancery. No. 405.

Atkins et als.

Note for decree.

To be entered 23 July.

1923.

C.O.B. # 8
page 15-4.

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

Howard C. Bradshaw

v) Chancery. No. 405:

Otelia Atkins et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the report of A. S. Johnson, Special Commissioner, this day, by leave of court, filed, and to which there is no exception, and was argued by counsel:

And it appearing from said report that the said special commissioner, as directed in the decree entered herein on the 15th. day of June, 1923, executed, on the 18th. day of June, 1923, the bond required of him; that he has executed to Surry Lumber Company the deed conveying the timber, rights, privileges and easements as directed, and has collected from said Surry Lumber Company the sum of $1500.00, which he now has; that Otelia Atkins desires and is entitled to have commutted and paid to her in cash her dower interest in said sum of fifteen hundred dollars, based upon fifty three years of age, which will amount to $299.64; and that the balance should be divided into equal parts, one belonging to Howard C. Bradshaw, one to Cora Anna Bradshaw, and one to Charles Hubert Atkins:

Upon consideration whereof, it is adjudged, ordered and decreed that the said report be, and is, hereby, confirmed:

And it is further adjudged, ordered and decreed that the said special commissioner shall pay to the said Otelia Atkins the sum of $299.64; to Howard C. Bradshaw the sum of $400.12; and to Cora Anna Bradshaw, who is eighteen years of age, the sum of $400.12, and take proper receipts for such payments, and file same with his next report; and, that the sum of $400.12 be deposited in Bank of Smithfield, Smithfield, Virginia, to the credit of this cause,

and interest bearing certificate of deposit taken therefor and filed with the papers in this cause, covering the share of Charles Hubert Atkins, the insane defendant herein, to be disposed of, hereafter, as the court may direct.

And this cause is continued.

10

Virginia: In the Circuit Court of Isle of Wight Co.

Howard C. Bradshaw

v) Chancery. No. 405

Otelia Atkins et als.

Note for decree.

Enter this July 2nd. 1923.

R.D.J.

D.B.#8

page 153

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT, C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Howard C. Bradshaw

v) Chancery. No. 405.

Otelia Atkins and others.

This cause came on this day to be again heard upon the papers formerly read; upon the report of R. A. Edwards, Commissioner in chancery, filed herein on the 20th. day of May, 1923, and to which there is no exception; and upon the offer of Surry Lumber Company for the standing timber which is the subject matter of this suit, this day, by leave of court filed; and was argued by counsel:

And it appearing from the report of the commissioner in chancery aforesaid, and from the evidence filed therewith, that the standing timber in the bill mentioned, neither in its entirety , or any distinct or independent part thereof, can be conveniently partitioned, between and among the parties entitled thereto, to advantage; but that it will be to the interest of all concerned to make sale of the timber mentioned and to make division of the proceeds of such sale according to the respective rights of all,parties in interest: that the standing timber which is the subject matter of this suit, and which is that upon the tract of land mentioned in the bill and proceedings of this suit, of which Charles W. Atkins died siezed and possessed, which was reserved and excepted from a conveyance of timber and trees, made by the said Charles W. Atkins and wife and others, to Cumberland Lumber Company, by their deed bearing date May 6th. 1909, and of record in the Clerk's Office of this court in deed book No. 77, page 239, the land upon which the said timber not conveyed stands, and which was reserved in said

deed being described as follows: "On the North side of the lane or path leading from the public road to the dwelling house, and from thence to Edwin Holland land"; that about two thirds of said standing timber is pine and the balance being about equally divided between oak and gum; that the title to said timber is in Charles Hubert Atkins, Cora Anna Bradshaw and Howard C. Bradshaw, and was acquired, one third, each, subject to the widow's dower, by said Charles Hubert Atkins and Cora Anna Bradshaw, from their father, Charles W. Atkins, deceased; and that the title of the said Howard C. Bradshaw was acquired by deed from Peyton M. Hatchell and wife, who purchased the interest of Eva Wright, a child of said Charles W. Atkins, in said land, the said Howard C. Bradshaw owning a one third interest in said land, subject to the dower of the said widow; that the fee simple value of said standing timber, down to nine inches across the tree stump, outside measurement, twelve inches from the ground, at the time of cutting, with three years in which to cut and remove the same, and with the right to two years more by the payment of ninety dollars per year for each year that such privilege may be excercised, is from one thousand to twelve hundred dollars; that on the 24th. day of January, 1899, said Charles W. Atkins conveyed the said land to J. L. Atkins, in trust to secure the payment of the sum of $1600, evidenced by a bond of even date with said deed of trust, payable to R. W. Atkins $200 on the principal and all accrued interest annually, till all is paid, which bond is now held by Otelia Atkins, who is willing to join in a deed conveying the said timber; that the proper parties to this cause are properly before the court, they being Charles Hubert Atkins, Cora Anna Bradshaw, Howard C. Bradshaw and Otelia Atkins, the said Cora Anna Bradshaw being an infant, the balance being adults: and it further appearing from an offer, in writing, of Surry Lumber Company, filed as aforesaid, that it is willing to pay the sum of fifteen hundred

dollars for the standing timber, on the part of the Charles W. Atkins land reserved and excepted from the conveyance to Cumberland Lumber Company aforesaid, down to nine inches across the tree stump, twelve inches from the ground at the time of cutting, outside measurement, and with three years in which to cut and remove the same, and with the privilege of two years more, if desired, and for which it will pay at the rate of ninety dollars per year for each year it shall desire to excercise the privileges mentioned over and beyond the period of three years first limited, and with the same rights, privileges and easements as is granted in the deed to Cumberland Lumber Company, in the deed to it as aforesaid; and it appearing to the court that the price offered is a good price:

It is adjudged, ordered and decreed that the report of Commissioner in Chancery, R. A. Edwards, filed herein as aforesaid, be, and the same is, hereby confirmed: And it is further adjudged, ordered and decreed that A. S. Johnson, who is hereby appointed special commissioner for that purpose, do convey to the said Surry Lumber Company, the timber and trees down to nine inches across the stump, outside measurement, twelve inches from the ground, at the time of cutting, and with three years in which to cut and remove the same, and with a further period of ~~three~~ two years, if desired, and for which said Surry Lumber Company shall pay at the rate ninety dollars per year for each year it shall desire to excercise the privileges to be granted to it over and beyond the period of three years first limited, upon the said Charles W. Atkins land, in the bill and proceedings of this suit mentioned, which was excepted from the conveyance to Cumberland Lumber Company by said Charles W. Atkins and others, as aforesaid, the land so excepted being "all of said land lying on the North side of the lane or path leading from the public road to dwelling house, and from thence to Edwin Holland's line", and which conveyance shall include and embrace the same

rights, privileges and easements as is granted in the deed to Cumberland Lumber Company by Charles W. Atkins and others, except tabular rights of way for rail roads or others roads shall cease when operations of said corp. under which said tracks shall be laid bearing date the 6th. day of May, 1909, as aforesaid, upon the payment to him, by said Surry Lumber Company, or some one for it, the sum of fifteen hundred dollars . But before the said A. S. Johnson shall make such conveyance and collect the said amount, he shall enter into a bond in the penalty of two thousand dollars, payable and conditioned as the law directs in such cases, before the clerk of this court, the surety in such bond to be as is approved by the said clerk.

And the said A. S. Johnson, as such special commissioner, shall make report to the court of his proceedings hereunder.

"7"

Virginia: In the Circuit
Court of Isle of Wight Co.

—

Howard C. Bradshaw

vs Chancery. No. 405

Otelia Atkins et als.

Not for decree
Ents

1923
Jan 15
Entered
Pltf

Book 8
page 149

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT, C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Howard C. Bradshaw,.....Complainant.

v) Chancery. No._____

Otelia Atkins, Chas. Hubert Atkins, and Cora Anna Bradshaw, the last two being infants under the age of twenty one years,.....Defendants.

This day came the complainant, and, by leave of court, filed his bill of complaint, against Otelia Atkins, widow of Charles W. Atkins, deceased; Chas. Hubert Atkins, an insane person; and Cora Anna Bradshaw, an infant under the age of twenty one years; and, on motion of said Howard C. Bradshaw, the complainant, by his counsel, George F. Whitley, a discreet and competent attorney at law, practicing in this court, is assigned as guardian ad litem of the said Chas. Hubert Atkins, an insane person, and Cora Anna Bradshaw, an infant under the age of twenty one years, to defend their interests in this suit; and, thereupon, the said George F. Whitley, guardian ad litem as aforesaid, by leave of court, filed his own answer and the answer of the said insane defendant;and,also the said infant defendant, to the said bill of complaint; and, on motion of Otelia Atkins, the adult defendant, and by leave of court, she filed her answer to the said bill of complaint: to which said several answers the complainant replied generally: and, thereupon, by consent of all parties, and by leave of court, this cause is set down for hearing, and ordered to be docketed, and is docketed: and, by like consent this cause came on this day to be heard upon the complainant's bill, and upon the several answers filed thereto, as aforesaid, and upon general replication to all of said answers, and was argued by counsel:

On consideration whereof, the Court doth adjudge,

order and decree that this cause be referred to one of the commissioners of this court who shall inquire into and report to court:

Whether the standing timber in the bill mentioned, in its entirety, or any distinct or independent part thereof, can be conveniently partitioned, between and among the parties entitled thereto, to advantage, and if it cannot be conveniently and advantageously partitioned, as aforesaid, whether or not it will be to the interest of the parties entitled to the same to make sale of the entire subject, or of such distinct and independent part thereof as cannot be partitoned.

What standing timber is upon the tract of land in the bill and proceedings mentioned, and to which the parties to this cause are entitled, how their title was acquired, and the fee simple value thereof, and what are the respective interests of the said parties therein.

If there are any liens against the said standing timber on account of delinquent taxes, judgments, or otherwise, together with their priorities.

Who are the proper parties to this suit, and if they are properly before the court, and their ages and residences.

Which said several inquiries the said commissioner shall make, and to the court report, together with any matter specially stated, deemed pertinent by the commissioner, or which may be required by any party to be stated.

And the said commissioner shall reduce any evidence taken by him to writing, and return the same with his report hereunder.

And this cause is continued.

4

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

Howard C. Bradshaw

v) Chancery. No. 405

Otelia Atkins et als.

Note for decree.

Enter this May 7th.1923.

C.H.S.

Entered in C.O.B. No.8,

page 142

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Howard C. Bradshaw
v) Chancery. No. 405.
Otelia Atkins et als.

Received of R. A. Edwards, Clerk of the Circuit Court of the County of Isle of Wight, Virginia, certificate of deposit No. 6942, dated July 31st. 1923, payable to A. S. Johnson, and endorsed by him "pay to the Circuit Court of Isle of Wight County, Virginia, or upon its order", for the sum of $350.12, it being the balance due to Charles Hubert Atkins as shown by the pleadings in the above entitled cause, said certificate of deposit having been now endosed payable to us, as attorneys for said Charles Hubert Atkins.

Johnson & Stephens
Attorneys for Chas. Hubert Atkins.

September 2nd. 1924.

Bradshaw

v) Chancery.

Atkins et als.

Receipt of Chas. Hubert Atkins.

$299.64. Received of A. S. Johnson, Special Commissioner in the suit of Howard C. Bradshaw v. Otelia Atkins et als. the sum of Two Hundred and Ninety Nine and 64/100 Dollars, it being my distributive share in the sale of the subject matter of said suit.

Otelia Atkins

$400.12 Received of A. S. Johnson, Special Commissioner in the suit of Howard C. Bradshaw v. Otelia Atkins et als., in the Circuit Court of the County of Isle of Wight, Virginia, the sum of four hundred dollars and twelve cents, it being my distributive share in the proceeds of sale of the subject matter of said suit.

Howard C Bradshaw.

$400.12 Received of A. S. Johnson, Special Commissioner in the suit of Howard C. Bradshaw v. Otelia Atkins et als., in the Circuit Court of the County of Isle of Wight, Virginia, the sum of four hundred dollars and twelve cents, it being my distributive share in the proceeds of sale of the subject matter of said suit.

Cora A. Bradshaw.

$50.00 Received of A. S. Johnson,

Special Commissioner in the suit of Bradshaw v. Atkins et als, the sum of fifty dollars to be used by me for the support and maintenance of Charles Hubert Atkins, and as provided for by decree entered in said cause on the 23rd. day of July, 1923.

Odelva Atkins

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

Howard C. Bradshaw

v) Chancery. No. 405.

Otelia Atkins, et als.

To Honorable B. D. White,

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

The undersigned, special commissioner in this cause, respectfully reports to the court:

1. That as directed by decretal order entered herein on the 2nd. day of July, 1923, he has paid to Otelia Atkins, widow of Chas W. Atkins, deceased, her commutted dower interest in the timber conveyed, as directed in these proceedings, which is the sum of $299.64, has taken her receipt therefor, which is filed herewith as a part of this report.

2. That the balance of the fund collected for the timber, conveyed as aforesaid, the whole being fifteen hundred dollars, and said balance being $1200.36, has been divided into three equal parts of $400.12 each, one of which has been paid to Howard C. Bradshaw, one to Cora Anna Bradshaw, and the remaining third, due to Charles Hubert Atkins, the insane defendant, has had deducted from it the sum of $50.00, which has been paid to Otelia Atkins, his mother, with which to purchase clothes for him, and for the remainder, being the sum of $350.12, on the 31st. day of July, 1923, took from Bank of Smithfield its interest bearing certificate of deposit therefor, which certificate is numbered 6942, and filed herewith, the deduction of fifty dollars, as aforesaid, having been directe. by decree entered herein on the 23rd. day of July, 1923, vouchers for such sums as have been paid, in cash, by

him, as aforesaid, being filed with this report.

3. There appears nothing further for the commissioner to do in this proceeding, and he asks to be released from further liability hereunder. The certificate of deposit, aforesaid, is payable to him, and which he can endorse,"pay to the order of the Circuit Court of the County of Isle of Wight", and from which time as this report shall be confirmed, if so done, he should not be required to incur further expense by way of premiums on his bond as special commissioner.

It is probable that Otelia Atkins, mother of Charles Hubert Atkins, the insane defendant, will akk for further amounts for clothing her son, who is now, or was when the last report was made herein, in the Eastenn State Hospital, for treatment, and which, if allowed by the court, can be taken by cashing in the certificate, paying her such amounts as may be ordered, and the balance covered by a new certificate.

Respectfully submitted,

W. D. Johnson

Special Commissioner.

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Virginia: Circuit Court
of Isle of Wight County.

Howard C. Bradshaw

v) Chancery. No. 405.

Otelia Atkins, et als.

Report of special commissioner.

Filed May 15th 1924.

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT, C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Howard C. Bradshaw

v) Chancery. No. 405.

Otelia Atkins et als.

TO HONORABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

The undersigned, special commissioner in the chancery cause of Howard C. Bradshaw v. Otelia Atkins et als, docket number 405, respectfully reports to the court, that in obedience to the decree entered herein on the 15th. day of June, 1923, he has collected from Surry Lumber Company the sum of fifteen hundred dollars, which he now holds, and has executed a deed to it for the timber, timber rights, privileges and easements, as directed in said decree.

That it appears from the report of Commissioner Edwards, filed herein, or the evidence of Otelia Atkins, filed with said report, that she was fifty two years of age on the 13th. day of January, 1923; that she desires her dower interest in the sum of money paid for said timber, rights, privileges and easements, as aforesaid, to be commutted and paid her in cash, which will amount to, based upon the age of fifty three years, the sum of $299.64, ascertained as follows:

Total purchase price,	$ 1500.00
One third of $1500.00,	500.00
6% interest on $500.00	30.00
$30.00 X 9.988	299.64

The sum of $299.64 deducted from $1500.00 leaves $1200.36, which is to be divided into three euqal parts,

$1200.36 divided by 3 equals $ 400.12

one of which equal parts belongs to the complainant, Howard C. Bradshaw, one to Charles Hubert Atkins, and one to Cora Anna Bradshaw. The sum accruing to each being under the sum of five hundred dollars, it is recommended that the share of Cora Anna Bradshaw be paid direct to her, and that the share of said Charles Hubert Atkins be deposited in Bank of Smithfield, a certificate of deposit to be taken therefor and filed with the papers in this cause, and to be finally disposed of as the court shall direct hereafter.

The bond required of the special commissioner by decree entered herein on the 15th. day of June, 1923, has been executed, in the penalty of $2000.00 with Fidelity and Deposit Company of Maryland as surety, said bond having been executed on the 18th. day of June, 1923.

Respectfully submitted

E. T. Johnson

Special Commissioner.

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Circuit court of Isle of Wight County. Virginia.

Howard C. Bradshaw

v) Chancery. No. 405

Otelia Atkins et als.

Special Commissioner's report.

Filed Jan 2 1923.

R A Eason D. C.

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT, C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.