

1883-008
Nansemond Co. (Suffolk)

Chancery Causes: John L. Roper vs Dismal Swamp Land Co et al

Baird & Roper], Herring, Folsom, Loyall, Gaskill, Baird
John L. Roper & Co.]

Folder 1 of 2

John L. Roper & Co.

^{vs}
The Orimal Swamp Land Company } In
Chancery.

By consent of parties, by their counsel,
each party having agreed to pay one half
the costs of this suit, it is ordered that
this cause be removed from the docket.

John L. Roper & Co.

vs } In Chancery

The Drimal Swamp Land
Company.

we consent to the
Entry of this order
White & Garnett
Counsel for plaintiff

W. W. Old, by
J. S. Garnett Jr. —
Counsel for defendant.

To be Entered:

W. W. Old,
Entered 883 no page to 34

Oct 12th 1883.

Salem Drummond Va
Sept 13th 1877

Baird. T. Roper

Dear Sir

Levis Inge sent me word to write
and say to you if you would send
some one to the Jennieco Canal on
Suffolk Side you would find that
Leincey Lasiter has cut all of the
large Cypress timber near the
Washington ditch & the Jennieco
Canal. we have sent the notice
to him

you had better address a letter to
him to Suffolk Va about it
Yours Respectfully
J. C. Lynch
for P. Inge

P.S.

I heard since I wrote the above
that Lasiter moves the timber
as fast as he cuts it

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Lake Drummond, Va.
Sept 5th 1877

Baird & Raper

Dear Sirs

Thence Ned & Lewis Duke
Sent me Word this morning
that A man By the name of
Sasiter was getting Cypress Boards
around the lake and that
he was going to Put 25 or 30
hands to getting Cypress
Shingles on the lake and
he had a note from the Co.
to that effect

I did not know any thing about it
so I write this to you By mail
and will notify
Mr. Duke about it this
afternoon

Yours Respectfully

J. C. Lynch

Exhibit⁴ (e)⁴

Office of
Taylor & Lo.,
Importers and Grocers.

May 1

1877.

Mess. Baird & Roper.

Storfock.

General: At an adjourned meeting of the Board of Managers of the Deserail Grange Land Comp'y; held this day, your written proposal to purchase lumber growing on the property of the Comp'y. was considered, and the terms therein contained were accepted, with the following modifications, to wit:

The Company to share with you 50%, or $\frac{1}{2}$, of the advance in the price of all lumber named, instead of 25%, or $\frac{1}{4}$.

The Company to take no risk of fire.

I will add that the Board of Managers would prefer to make the lease for three (3) years, renewable by mutual consent, tho' they do not wish to insist upon such condition to your detriment or embarrassment.

Yours Respectfully
J. T. Loyall
President &c.

Exhibit (d)

Office of
Taylor & Loyall,
Importers and Grocers.

Norfolk, Va., April 30 1877.

Messrs. Baird & Roper
Norfolk

Gentlemen:

I am directed by the Board of Managers of the Naval Armory Land Company to say that, at a meeting held today, your proposal to lease the Property was considered, and the prices named by you were regarded as so low that they cannot be accepted without further deliberation. The Board will meet again on tomorrow at 1 P.M., and request one of the members of your firm to be present. Meeting at 1 o'clock P.M. at office of Dr. Wm Selden.

Yours Respectfully,
D. T. Loyall. Trustee

⁹ ⁹
Exhibit (c)

BAIRD & ROPER,

MANUFACTURERS OF

RAILROAD CROSS TIES, CEDAR AND CYPRESS SHINGLES,

YELLOW PINE, CEDAR AND CYPRESS LUMBER,

FENCE RAILS AND POSTS.

WILSON GODFREY,
38 Wall Street,
Agents in New York.

Norfolk, Va. May 1st 1877

B. P. Loyall
Pres. W. B. Lano Co

Dr Sir Yours to have
accepting our proposition for working the
lands of your Company. With the modification
that we pay you one half of any advance in
price of lumber taken there from instead of
25 per cent as proposed by us. We agree to the
change with the exception that any advance
in freight shall first be taken off such advance
in price. And the remainder equally
divided. We scarcely think there will be any
advance in freight, but should such a contingency
arise it should be equally borne

Yours Very Respectfully
Baird & Roper

Copy

B+R
Lafayette Letter
May 1st 1877

Exhibit (b)

BAIRD & ROPER,

MANUFACTURERS OF

RAILROAD CROSS TIES, CEDAR AND CYPRESS SHINGLES,

YELLOW PINE, CEDAR AND CYPRESS LUMBER,

FENCE RAILS AND POSTS.

WILSON GODFREY,
82 Wall Street,
Agent in New York.

JOHN L. ROPER 23
Norfolk, Va. April 17th 1877

Benj. P. Loyall Esq

Per Diemal S. Land Co

Dear Sir

Our lease having ^{recently} expired, we desire to know what your intentions are in regard to ~~our~~ further lease on your lands. We regret very much that the condition of business has been such for the past year that we have not felt justified in working your swamp to an extent that would have paid you a fair revenue. Indeed we have done little or nothing until within the last six weeks. There has been no demand whatever for Lumber of any kind until recently. Even now the prices obtained is exceedingly low, but we have made up our minds that it is better to work for small margin than to remain idle. Since realizing this fact we have made sale of large quantities of Lumber disposing of all our old stock. And putting to work all the hands that we have been able to procure. We feel

confident of a good business in the future.
 and trust with increased demand better prices
 may be obtained. Now in regard to your Lands
 of course the most available timber has been
 worked, and to continue operations it will be
 necessary to extend old roads and build new ones
 which will necessarily be attended with considerable
 expense. and we would not feel justified in
 increasing this expense for a short lease. Nor
 do we feel warranted in naming a yearly rental
 that would be acceptable to you. If we were to
 name a price taking into consideration the
 unsettled condition of the market. and the
 uncertainty of the future demands. it would necessarily
 be much less than we think it will pay under
 an equitable arrangement. We desire that you
 shall share in the benefit of an active market
 or increased in price. we therefore submit the
 following proposition. We will lease your
 lands for a term of 5 years from the first
 of May paying you for every piece of timber
 cut on said lands the following prices to wit.
 Six feet-ties two cents. Seven feet-ties two
 and a half cents. eight-feet-ties three cents

BAIRD & ROPER,

MANUFACTURERS

RAILROAD CROSS TIES, CEDAR AND CYPRESS SHINGLES,

YELLOW PINE, CEDAR AND CYPRESS LUMBER,

FENCE RAILS AND POSTS.

WILSON GODFREY,
82 Wall Street,
Agent in New York.

Norfolk, Va. 187

eight and a half feet-ties Three and a half cents
nine feet-ties four cents. four feet-logs two
and a half cents. five feet-logs three cents.
fence rails five dollars per thousand. fence
post. one cent. twenty four inch Cooper bolts
three dollars and a half per thousand. thirty inch
Cooper bolts. four dollars and a half per
thousand. twenty four inch rough cedar shingles
three dollars per thousand. thirty inch rough
cedar shingles four dollars per thousand. Twenty
inch cypress bunch shingles fifty cents per
thousand. twenty four inch rough cypress
shingles one dollar and fifty cents per
thousand. The above prices being based upon
the following net-prices of lumber on board
of vessel at Edmeston Locks. 6 ft-ties 23 cents
7 ft-ties 29 cents 8 ft-ties 32 cents 8 1/2 ft-ties 36 cents 9
ft-ties 40 cents. 4 ft-logs \$10.50 per cord 5 ft-
logs \$10.50 per cord. Fence rail \$8.50 per
thousand. Cooper bolts 24 in \$24.00 per thousand.

Cooper bolts 30 in \$30.00 per thousand. Rough
Shingles 24 in \$20.00, Rough Shingles 30 in \$25.00
20 in Bunch Shingles \$6.50 per thousand. 24 in
rough Cypress shingles \$11.00 per thousand. In the
event of an advance in prices of any kind of
lumber above named, we will add 25 per
cent of such advance, to the timber toll
on such articles of lumber, rendering to you
a sworn statement quarterly, of all lumber
removed from the lands, also a statement
of prices obtained during that quarter. We
feel satisfied that a more equitable arrangement
could not be made. The timber toll
named, will ^{at} present prices yield more per
thousand, than we are now paying, and it gives
you the advantage of any advance in prices. We
have placed the toll to start with high in
proportion to price of lumber trusting to an advance
in prices in the near future. A good hand will
make 20 to 25 ties per day or 25 to 30 logs per day
other kinds of lumber in proportion. We feel
assured that you will be well satisfied with
this arrangement after trial and an
examination of our books will satisfy
you that the number of pieces, can be
accurately obtained even from them. Besides

BAIRD & ROPER,

MANUFACTURERS OF

RAILROAD CROSS TIES, CEDAR AND CYPRESS SHINGLES,

YELLOW PINE, CEDAR AND CYPRESS LUMBER,

FENCE RAILS AND POSTS.

WILSON GODFREY,
82 Wall Street,
Agent in New York.

JOHN ROPER & CO.

Norfolk, Va. 187

We will have certifier statements furnished
by the contractors at each place. If however
you should decline our proposition. We
request that it may not be made known

Yours Truly

Capt

Baird & Roper
R

Book
Liquor & letters

Apr 17th 1877

Exhibit "(a)"

John L. Roper & Co.

vs.

The Dismal Swamp Land Co.

} In Chancery

The Replication of John L. Roper & Co. complainant, to the answer of The Dismal Swamp Land Company, defendant:

This repliant, saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith:

1. This repliant admits the execution of the Agreement of the 15th April, 1871. - copy whereof, marked "Exhibit X", is filed with the defendant's answer; and also admits the execution of the agreement of the 15th April, 1876, copy whereof marked "Exhibit Y" is filed therewith, and also the agreement of the 20th February, 1877, marked "Exhibit Z" - filed with said answer.

But this repliant utterly denies all of the following allegation of the said answer, to wit: "that the said contract and agreement of May 1, 1877, does not, and was never intended to grant to Baird & Roper the Exclusive right to cut and carry away lumber of the dimensions mentioned therein

from the lands of this Defendant mentioned and described therein, and was in no sense a lease or demise of said lands; and the said Baird & Roper so understood it."

On the contrary thereof, this repliant says that the said agreement of May 1st 1877, was entered into and executed by the said Baird & Roper with the full knowledge and intention on their part, and as he believes on the part of the said Defendant Company also, that the same was to be a continuation of the terms of the preceding Leases without any alteration or restriction of the rights of the said Baird & Roper in and to the leased premises, save and except as to the mode and measure of payments, and the kind, quality and dimensions of the timber to be cut therefrom. And this repliant denies that the said Company has in any manner or by any means reserved to itself any such right or privilege as is now claimed for it in the said answer; - that no such reservation is named in the said agreement of May 1st 1877, nor was any intimation of such a claim or any suggestion of such reservation ever at any time made by said Company to the plaintiffs ^{before} ^{or} at the time of the execution of the said agreement.

In proof whereof, and in testimony of the understanding between the parties to said agreement, this repliant files herewith Copy of Correspondence had between them at that time - to wit, letters of Baird & Roper, dated April 17th and May 1st 1877, and the answers thereto of B. P. Loyall, President &c. dated April 30th and May 1st 1877 - marked as "Exhibits (a). (b). (c)" and (d)" respectively. From all which it is proven that the said Company well knew, understood and spoke of the transaction and the agreement as a "Lease" to the plaintiffs said firm, as in truth and in fact it is.. It was for a continuation of the Lease that the said Baird & Roper expressly stipulated, - a lease of five (5) years, (and not three (3) years as the Company offered) and on no other terms than that of the lease were they willing to work the said Swamp Lands, - a long lease being of the utmost importance to them in enabling them to control the trade in such lumber as they desired to cut from the said lands.

The said Baird & Roper, reposing every trust and confidence in the good faith of the President & Managers of the said defendant Company accordingly accepted the said new Agreement of lease of May 1st 1877, and made only such comparison

of the said new agreement with the former agreements of lease as to satisfy them that the said new agreement was a renewal of their lease for five years as aforesaid.

If it be true that the said defendant Company "intended expressly by omitting said word Exclusive in their said contract and agreement to reserve to itself the right to so use said Swamp lands by selling the timber or otherwise as it saw fit", it is also true that the said Company never intimated any such intention to the said Baird & Roper either before or at the time of the Execution of the said agreement of May. 1st 1877.

By that agreement, the said Company, after conveying to the said Baird & Roper the right to cut and carry off certain lumber described therein, and the right to use all the property of every description used and employed by the said Company in their Swamp in getting out lumber therefrom, did further convey "all the rights and privileges belonging to or enjoyed by the said Company", the only reservation in the said conveyance being contained in the 5th, 6th and 7th clauses or paragraphs of the said agreement. This repliant therefore says that such intention on the part of the defendant Company, has not been accomplished by their omission of the word Exclusive from the new lease, knowledge of which omission was

Communicated to the plaintiff, for the first time, in the following manner and on the occasion now about to be mentioned:

2. On or about the 5th September, 1877, this repliant was informed, by letter of that date, from J. C. Lynch, his agent near Lake Drummond, that one Lassiter was cutting timber near the said Lake, in the said leased premises, under the supposed authority of the defendant Company. Said letter is here filed, marked "Exhibit (e)".
and see also, Exhibit (f.) - here filed.

Upon asking for an explanation from the said Company, this repliant was surprised to learn from its President, B. P. Loyall, that the Company did not deny having given such authority, and was thereupon informed by him that the Company claimed the right to put others to work there.

Thereupon this repliant notified the person, actually engaged in cutting timber as aforesaid, to desist therefrom, and thereafter the operations ceased. There was no occasion for further action on his part in reference to the letter marked Exhibit No. 2 - filed with defendant's answer, until a second attempt was made by said Company to interfere with his rights and privileges under his said lease, namely, by their authorizing ~~and~~ entering into a contract

with H.R. Folsom to cut "any timber he may want" from the said lands - by writing dated the 24th October. 1877.

3. This repliant denies the allegation of defendant's answer touching the Jericho Canal - and says that he has kept the same in working order, as is evidenced by his regular use thereof.

4. This repliant further says that the said defendant's answer contains matter irrelevant to the issue raised in this suit in that it sets forth the sums of money received under former leases from the plaintiffs, and its financial policy generally.. It is universally known that the lumber trade has suffered most severely since the year 1873 - and is still greatly depressed.. The said Company has no just ground of complaint as to the income derived from the present lease to the plaintiffs - The amount of \$293.53 for the 1st quarter is truly stated; as is also the amount \$901.12 for the 2^d quarter - But the defendant omits to mention that the return for the 3^d quarter - namely \$1368.68, has been paid, and that the probability is that for the 4th quarter a still larger amount will be realized - reaching the aggregate of \$4000. at the least, which under all

the circumstances is a just and fair rental for their said Swamp lands.

5. This repliant denies that "in selling lumber to the said H.R. Folsom" the defendant "took care to sell from such parts of said Swamp lands only as had not been entered upon by the said Barid & Roper" - to and says he is informed that the locality wherean the said Folsom and others have cut timber is in close proximity to where the plaintiffs employees were then at work, and so over and charges.

6. This repliant denies that the damages arising from the defendant Company's violation of their said agreement are not irreparable or may and can be adequately and fully compensated at law, as the defendant hath alleged. And he says that he is without any adequate remedy at law for the defendant's wrongful acts, tending as they do to the destruction of the estate which he has in the said premises and resulting, if any remedy could be had at law, only in a multiplicity of suits and irreparable loss and injury to his business.

7. This repliant says that it was never contemplated that such an infraction of the said agreement of May 1. 1877, as is complained of in this suit, should be submitted to arbitration; that the mode

of arbitration named therein is vague and indefinite, and finally that in no event can such an agreement to submit disputed matters to arbitration be held valid, either at law or in equity, so as to oust this Honorable Court of jurisdiction.

All which matters and things this repliant is and will be ready to aver and prove as this Honorable Court shall direct, and humbly prays as in and by his said Bill he hath already prayed.

John L. Roper & Co
John L. Roper

Corporation of the City of Norfolk, to wit:

This day personally appeared before me John L. Roper, whose name is signed to the replication above, and made oath that the matters therein stated of his own knowledge are true, and those stated upon information derived from others he believes to be true.

Given under my hand this 13th day of February, A.D. 1878.

Theodore S. Gamett, Jr.
Notary Public

Ino. L. Roper & Co.

vs. } Replication.

Dismal Swamp Land
Company. et als.

~~~~~

Norfolk. Va.

Feb'y 20. 1877.

Upon the application of Messrs. Baird & Popes  
of Norfolk. Va. it is hereby mutually agreed  
between the Dismal Swamp Land Co. of  
the first part and Baird & Popes of the  
second part that the terms of the existing  
Lease of the Property of the Dismal Swamp  
Land Co. shall be, and are hereby ex-  
-tended, until the thirtieth day of  
April 1877 upon the conditions in all  
respects of said Lease.

Given under our Hands & Seals, this 20th  
day of February 1877.

D. P. Loggins   
President &c

Baird & Popes 

Agreement  
of Extension of Lease  
Desired Swamp  
Land Co.  
to  
David & Roper

Exhibit 7.

This Indenture of Lease, made, and entered  
into this Fifth day of April Eighteenth hun-  
dred and Seventy Six between the President  
and Managers of the Dismal Swamp Land  
Company, of the first part, and Francis C.  
Baird and John L. Roper, of the second part,  
the said Baird and Roper, residing in the City  
of Norfolk in Virginia: Witnesseth that the  
said President and Managers of the said  
Dismal Swamp Land Company, parties of  
the first part, for and in consideration of the Rents,  
Covenants and conditions hereinafter reserved and  
stipulated, which, by and on the part of the parties  
of the second part, are to be paid, kept, and observed,  
Do demise, unto the said parties of the second  
part, their Swamp Lands, containing a body of  
land supposed to exceed Forty thousand Acres  
lying chiefly in the County of James in the  
State of Virginia, a small part thereof, lying  
in the County of Norfolk in the State aforesaid,  
and the boundaries of which are well known and  
defined, together with the lights and other prop-  
erty of every description used and employed  
by the said Company in the Swamp, in getting out  
the lumber therefrom, and all the rights, privileg-  
es and accommodations to the said Company belonging  
enjoyed by the said Company and the full

and exclusive possession and enjoyment  
thereof for the purpose hereinafter explained  
with the exceptions herein to be mentioned de-  
termining the Term herein granted. To Have and to  
hold the said lands and appurtenances and  
the said chattels property for and during the  
full end and terms of <sup>5</sup> Years from the date  
hereof fully to be completed and ended, quit-  
ting and paying to the said parties of the first  
part the sum of forty five (45) cents, per day  
per hand for each and every hand actually em-  
ployed by them, the said parties of the second part,  
in the cutting and manufacture of lumber, paya-  
ble quarterly during the said Term, clear of all de-  
ductions for taxes, which are to be paid by the  
said Lessees, in consideration whereof the said par-  
ties of the second part shall have the exclusive privilege  
of working the said Swamp by cutting and removing the  
lumber therefrom during the said term under the follow-  
ing restrictions and conditions to wit:

1<sup>st</sup> That the said parties of the second part shall pay in  
addition to the above named price per hand, an advance  
in proportion to the price or advance in the price of such  
lumber as the Company's Swamps produce, the basis of  
such price being the present market price in Norfolk  
of such lumber to wit: Rail Road Cross ties 35 cts. each, Coop-  
ers Logs \$11 per cord; Juniper Staves 24 in. \$25.30 in. \$30  
Rough Shingles 24 in. \$17.30 in. \$24. Cypress Rough Shingles

provided that any advance that may  
take place in freight on lumber from the forest  
shall be deducted before such advance is  
expended.  
\$11 per thousand, Timber Rails \$85 per thousand  
and Timber Posts 15 cents each, and it is understood  
and agreed by and between the said parties that should  
there be an advance of ten percent on the above prices  
then and in that event the price per hand to be paid by  
the said parties of the second part is to be forty nine and  
one half (49½) cents in lieu of 40 cents and in the like  
proportion for any additional rise in price. And the  
said parties of the second part hereby agree to make to  
the said parties of the first part quarterly statements of  
the prices of lumber. And the said parties of the second  
part hereby stipulate not to make use of any machinery  
for the purpose of manufacturing lumber on the said  
demised lands.

2<sup>nd</sup> That the said parties of the second part are to be allow-  
ed to cut no more trees, of eight (8) inches or less, in  
diameter than may be necessary to construct their  
Road Ways, and such as may be necessarily felled  
in getting the lumber and also such as may be imme-  
diately bordering upon their Road Ways and Ditches.

3<sup>rd</sup> That the said parties of the second part shall make  
a quarterly return, under oath, to the President of the  
said Company, of the number of hands employed by  
them in the manufacture of said lumber, as shown  
by their Pay Rolls; and shall make payment of the ad-  
vance in the price per hand employed in proportion to  
the advance or rise in the price of lumber; all which shall be

The Company  
in this regard  
shall not be  
any less bound  
by the provisions  
of the said  
contract.

fully and truthfully shown by the said parties of the second part.

4<sup>th</sup> That the Jerico Canal, belonging to the said Company and included in this lease, shall be kept in good order by the said parties of the second part at their expense.

5. That the Agents of the said Company shall at all times, have free access to any part of the said Swamp for the purpose of inspecting the same.

6<sup>th</sup> That the said parties of the second part shall not have the privilege of assigning this lease to any other party or parties, in whole or in part without the formal consent of the parties of the first part first had and obtained.

7<sup>th</sup> The said parties of the first part shall have the privilege of cultivating or renting out any arable land, belonging to said company, which is hereby excepted from this lease.

8<sup>th</sup> That at the expiration of the said term the said parties of the first part shall not be liable to pay for any improvement to which, may be made in the said Swamp by the said Lessees.

9<sup>th</sup> That the said Lessees shall continue the Swamp business on the Swamp lands now owned by them, during the term of this lease, as they have heretofore done, and the said parties of the second part hereby covenant with

the said parties of the first part, as follows:  
That they will pay to the said parties of the  
first part, or their assigns, the <sup>percentage</sup> ~~annual rent~~  
as herein before reserved quarterly during the  
said term and that they will also pay all the  
taxes which may be levied and assessed upon  
the said <sup>premises</sup> ~~devised premises~~ during the term of  
this lease; and that they will well and truly  
comply with all the other covenants and condi-  
-tions of this lease, according to the true intent  
and meaning thereof; and that at the end of  
the said term, unless this lease be renewed by  
the consent of all parties hereto, they will surren-  
-der to the said parties of the first part the quiet  
and peaceable possession of the lands hereby de-  
-vised and also of the chattel property, if any  
of the same be remaining, of which, all proper and  
reasonable care is to be taken, liberty being hereby  
reserved to the said Lessees to remove from the  
said devised premises, at the end of the term,  
all the timber or lumber then cut off of the said  
land, in order to make such removal they shall  
be allowed a period of ninety days, on all neces-  
-sary and reasonable right of access to the said  
land, and the use of the Company's Canal during  
that period.

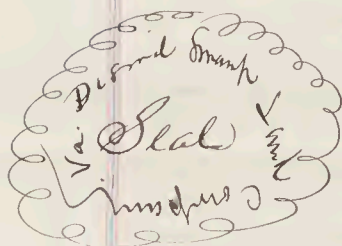
And it is further covenanted and agreed by

and between the parties hereto, that the said  
parties of the second part, shall have the privi-  
lege of cutting ditches and making roads through  
the said Swamp. Such as they may deem neces-  
-sary to facilitate their operations in the said  
Swamp but at their own cost and expense, the  
benefit of which said improvements shall in-  
-ure to the said company at the end of the said  
term. And the said parties of the first part hereby  
covenant with the said parties of the second  
part for the quiet and peaceable enjoyment of  
their term by the said Lessee, provided that the  
said parties of the first part <sup>shall have the right to</sup> may present <sup>and the term of the lease</sup> before  
the said demise premises for default of thirty  
days in the payment of the rent herein reserved  
or for a breach of any of the covenants herein con-  
-tained. And it is further agreed and covenanted  
by and between the parties hereto that if during  
the term of this Lease any disagreement or differ-  
-ence <sup>shall</sup> occur between the said parties of the  
first and second parts as to the market price of lum-  
-ber at the time or as to the meaning and effect  
of any of the covenants in this <sup>agreement</sup> Lease contained  
the matter or matters in difference shall be sub-  
-mitted to Arbitration in the usual mode and  
that such submission may be entered of record  
in the Corporation Court of the City of Norfolk.

In Witness whereof the said President and Managers  
of the Desimal Swamp Land Company have affixed  
to these presents their Corporate Seal and Compa-  
-ny's B. Loyall President of the said Company  
has subscribed his name and set his seal for and  
on behalf of the Managers thereto duly authorized  
and the said Francis R. Baird and John L  
Roper have subscribed their names and set their  
Seals this day and year first herein written.

B. P. Loyall Seal  
Presdt. Desimal S. L. Co.

F. R. Baird Seal  
J. L. Roper Seal



City of Norfolk, to wit

I, George Loyall, a Notary Pub-  
-lic, for the City aforesaid in the State of Virginia,  
do certify that B. P. Loyall, whose name is signed as  
President of Desimal Swamp Land Co. to the writing  
above, bearing date the 15<sup>th</sup> day of April 1876, has acknowl-  
-edged the same before me in my City aforesaid and that  
he has affixed thereto the above Corporate Seal of the said  
Company.

Given under my hand this 18<sup>th</sup> day of April A.D. 1876.

George Loyall.  
Notary Public.

City of Norfolk, to wit:

I, George Loyall, a Notary Public  
for the City aforesaid, in the State of Virginia, do certify  
that J. R. Baird and J. L. Roper, whose names are  
signed to the writing above, bearing date the 15<sup>th</sup> day  
of April 1876, have acknowledged the same before  
me, in my City aforesaid.

Given under my hand this 18<sup>th</sup> day of April A.D. 1876.

George Loyall.  
Notary Public.

Aismah Swamp L. Co.  
to <sup>3</sup>/<sub>3</sub> Leases.  
Baird & Rogers.

Exhibit Y.

This Indenture of Lease made and entered into this  
fifteen day of April Eighteen Hundred and Seventy one  
Between the President and Managers of the Dismal Swamp  
Land Company of the first part, and Francis R.  
Baird, John L. Roper and Joseph W. Gashie of the  
second part, the said Baird and Roper residing  
in the City of Norfolk in Virginia, and the said  
J. W. Gashie residing in the City of Philadelphia  
in the State of Pennsylvania. Witnesseth that  
the said President and Managers of the Dismal  
Swamp Land Company, parties hereto of the first  
part, for and in consideration of the Rents, Covenants  
and conditions herein reserved and stipulated  
which by and on the part of the parties hereto of  
the second part are to be paid, kept and ob-  
served. Do demise unto the said parties of the second  
part their Swamp Lands containing a body of  
land supposed to exceed Forty Thousand acres  
lying chiefly in the County of Nansemond in the  
State of Virginia, a small part thereof lying in  
the County of Norfolk in the State aforesaid and the  
boundaries of which are well known and de-  
fined together with the horses, carts, lighters,  
boats and all other chattel property of every  
description used and employed by the said Com-  
pany in the Swamp in getting out the lumber  
therefrom and all the rights, privileges and ap-  
pointances to the said Company belonging and  
enjoyed by said Company, and the full and  
exclusive possession and enjoyment thereof for  
the purpose hereinafter explained with the  
exceptions herein to be mentioned during the

Term herein granted. To Have and To Hold the said  
lands and appurtenances and the said chattel  
property for and during the full end and term  
one of Five Years from the date . . . . . hereof, fully to be  
completed and ended, yielding and paying to the  
said parties of the first part, the annual sum of  
Twelve Thousand Dollars, payable semi-annually for  
each and every year of said term clear of all  
deductions for taxes which are to be paid by the  
said Lessees in consideration whereof the said  
parties of the second part shall have the exclu-  
sive privilege of working the said swamp by cut-  
ting and removing the timber therefrom during the  
said term under the following restrictions and  
conditions to wit:

1st: That not more than one hundred hands  
shall be employed at any one time, by the  
said parties of the second part in the Company's  
Swamp for the purpose of manufacturing  
lumber therefrom. Nor shall any machinery be  
used by them for that purpose on said lands

2nd: That no trees shall be cut by them out of  
the said Swamp less than eight-inches in  
diameter, provided however that when timber  
under eight-inches is injured by the falling  
of other trees, the said parties of the second  
part may work up the same if they think proper.

3rd: That the said parties of the second part shall  
make a quarterly return, under oath to the  
President of the Company, of the number of  
hands employed by them in the manufacture of  
said lumber, as shown by their Pay Rolls and  
presented to the president with an on the part of the  
said parties of the second part in the place of the  
said parties of the second part.

4th: That the Jencho Canal belonging to the Company and included in this Lease shall be kept in order by the said parties of the second part at their expense.

5th: That the agents of the Company shall at all times have free access to any part of the Swamp for the purpose of moving off any lumber now cutt, or of examining and inspecting the said Swamp, and the work being done therein.

6th: That the said parties of the second part shall not have the privilege of assigning this lease to any one either in whole or in part without the formal consent of the parties hereto of the first part, first had and obtained.

7th: The Company shall have the privilege of cultivating or renting any arable land to it belonging which is hereby Accepted from this lease.

8th: No improvements which may be made in the Swamp by the said Lessees shall be paid for by the Company at the end of the term.

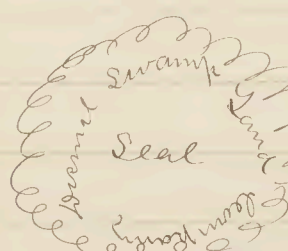
9th: The said Lessees are to continue the Swamp business on the Swamp lands now owned by them during the lease as they have heretofore been in the habit of doing, and the said parties of the second part do hereby covenant with the said parties of the first part as follows. That they will pay to the said parties of the first part, or their assigns the annual rent as hereby reserved, semi-annually during the said term. That is to say the sum of Six Thousand Dollars on the fifteenth day of October next. and the like sum of Six thousand Dollars on the fifteenth

day of April Eighteen Hundred and Seventy-two  
and so for each year successively during the said  
term on the respective days above mentioned and  
that they will also pay the taxes upon the demised  
premises, levied and assessed for the present year  
and those which may be levied and assessed  
thereon for the next ensuing four years. and  
that they will well and truly comply with all  
the other covenants and conditions of this  
lease according to the true intent and meaning  
thereof and that at the end of the term, un-  
less this lease be renewed by mutual consent  
they will surrender to the said parties of the  
first part the peaceable possession of the lands  
heretofore demised, and also the chattel property  
if any thereof be left, of which all proper  
and reasonable care is to be taken. Liberty be-  
ing reserved to the said lessees to remove from  
the said demised premises at the end of the  
term all the timber or lumber then cut off the  
land to do which they shall be allowed a period  
of <sup>60</sup>ninety days and all necessary and reason-  
able right of access to the land and the use  
of the Company's Canal during that period  
for effecting such removal - and it is fur-  
ther covenanted by and between the parties to  
these presents, that if at any time it shall  
appear from the quarterly return that more  
than One hundred Men have been employed  
during any quarter in the manufacture  
of lumber from said swamp, contrary to  
the stipulations herein contained and

which it is hereby understood and declared is to be strictly complied with, the said parties of the first part shall have the right of compounding the breach of said condition from time to time by demanding and receiving from the Lessees additional rent during such quarter in proportion to the excess of hands so employed and the Rent hereby reserved. Said compounding to be wholly at the option of the said parties of the first part, and without prejudice to their right to require thereafter a rigid compliance with the said condition limiting the number of hands and the benefit of all legal remedies for enforcing the same or taking the advantage of the breach whenever wilfully committed against the consent of the said parties of the first part. And it is further covenanted by and between the parties aforesaid that the said parties of the second part shall have the privileges of cutting ditches and making roads through the said swamp such as they may — necessary to facilitate their operations in the swamp but at their own expense the benefit of which said improvements shall inure to the company at the end of the term — and the said parties of the first part hereby covenant with the said parties of the second part for the quiet enjoyment by the said Lessees of their term. provided that the said parties of the first part may re-enter for default in ~~thirty days~~ in payment of Rents or for breach of Covenants. and it is further

agreed between the said parties that if during the term any disagreement should occur between them as to the meaning and effect touching the covenants in this lease, the matters in difference shall be submitted to arbitration in the usual mode and that such submission may be entered of record in the Court of the Corporation of the City of Norfolk

In witness whereof the said President and managers of the Dismal Swamp Land Company have affixed to these presents their corporate seal and Fagewell Taylor, President of said Company has subscribed his name and seal for and in behalf of the Managers thereto duly authorized, and the said Francis R. Baird John L. Roper and Joseph W. Gaskill have subscribed their hands and seals the day and year first herein written.

|                                                                                     |      |                              |        |
|-------------------------------------------------------------------------------------|------|------------------------------|--------|
|  | Seal | Fagewell Taylor              | (Seal) |
|                                                                                     | Seal | President D. S. Land Company |        |
|                                                                                     | Seal | Francis R. Baird             | (Seal) |
|                                                                                     | Seal | John L. Roper                | (Seal) |
|                                                                                     |      | Joseph W. Gaskill            | (Seal) |

City of Norfolk, to wit:

I, Frederick S. Taylor a Notary Public for the City aforesaid in the State of Virginia, do certify that Fagewell Taylor President of the Dismal Swamp Land Company whose name is signed to the writing hereto annexed as President, bearing date on April 15th: 1871. has acknowledged the same to be

the act and deed of the above named Company,  
before me in the Corporation aforesaid.

Given under my hand this 12th day of May 1871

Frederick S. Taylor.

Notary Public

City of Norfolk, to wit:

I, Frederick S. Taylor a  
Notary Public for the City aforesaid, in the State of  
Virginia, do certify that Francis R. Baisel, John  
L. Roper and Joseph W. Gaskill whose names are  
signed to the writing hereto annexed bearing  
date on April 15th 1871, have acknowledged the  
same before me in the City aforesaid.

Given under my hand this 12th day of May 1871.

Frederick S. Taylor.

Notary Public.

In the Clerk's Office of Nansemond County Court on  
the 18th day of May 1871.

This Deed was admitted to record upon the certifi-  
cates annexed of Frederick S. Taylor a Notary Pub-  
lic in and for the Corporation of the City of Norfolk  
State of Virginia, having the necessary quantity U.S.  
Stamps annexed and duly cancelled.

Teste.

W. E. Codrington C.C.

A Copy:

Teste.

Peter B. Prentiss. Clerk

Nansemond County Court

Clerk's Office, April 15th 1876

xm'd

The Desual Swamp

Land Company

To Copy Lease

Baird, Robert Ho:

Exhibit X.

For

B. P. Lyall, Esq.  
Pres. D. S. L. Co.  
Nashua

Book #2

In the Circuit Court of Nansemond County:

Thos. L. Roper, surviving partner of himself  
and F. R. Baird, late Copartners in trade un-  
der the name and style of Baird & Roper:  
and now doing business as Thos. L. Roper & Co.

Pliff.

vs.  $\frac{3}{4}$  In Chancery.

The Dismal Swamp Land Company; R. H.  
Hening; and H. R. Fulson -

Defls.

The separate Answer of the Dismal Swamp Land Compa-  
ny to the Bill of Complaint filed against it and others  
by the above named Plaintiff, in the Circuit Court of  
Nansemond County.

This Defendant now and at all times hereafter  
saying and reserving to itself all benefit and advan-  
tage of exception which can or may be had or taken  
to the many errors, uncertainties and other imperfec-  
tions in the said Complainant's said Bill contained, for  
answer thereto, or unto so much and such parts there-  
of, as this Defendant is advised is or are material  
or necessary for it to make answer unto, answering  
saith:

- (1) It is true that on the first day of May, 1877, this  
Defendant, as party of the first part, and the said Thos.  
L. Roper and F. R. Baird, copartners doing business  
under the name and style of Baird & Roper, as par-  
ties of the second part, entered into and acknowledged  
a certain Contract and agreement, bearing date the  
said 1st day of May, 1877, a copy of which is filed

with the said Bill, as Exhibit A, as a part of said Bill, and this Defendant here craves leave to refer to the said Exhibit as a part of this answer. The said F. R. Baird has since departed this life, and this Defendant has been informed that the said John L. Roper has purchased the interest of the said F. R. Baird in the said Copartnership of Baird & Roper, and is now doing business under the name and style of Jno. L. Roper & Co., but this Defendant was in no way a party to the said purchase, and has in no way, by word or deed, encumbered the estate of the said F. R. Baird so far as it may be liable in any way to this Defendant by reason of the contract and agreement aforesaid, and here expressly reserves all such rights and claims against said estate, as it may or shall be necessary to assert them for any purpose or purposes whatsoever, now or hereafter.

(2) In and by said Contract and agreement this Defendant, by its President and Board of Managers, granted unto the said Baird & Roper for the term of Five years from the date thereof the right to cut and carry off such lumber as is therein mentioned (which lumber embraced Cypress and Juniper, or White Cedar lumber alone, and had no reference to any other kind of lumber) and none other, from their Swamp lands, in the said Bill mentioned and described, together with the right to use all the property of every description used and employed by this Defendant in their said

1

swamp in getting out lumber therefrom; and all the rights and privileges belonging to or enjoyed by this Defendant for the purposes therein explained and with the exception therein mentioned: the said Baird & Roper to have the right to enter upon the lands of this Defendant for the purpose of cutting and carrying off the said lumber for and during the said term of five years, and to pay therefor certain prices as fully set forth in said Contract or Agreement: and the privilege of cutting any of the lumber named in said Contract and of removing the same therefrom upon certain conditions and restrictions therein named.

3) It is true that the said Baird & Roper have proceeded upon the said Contract and agreement to cut and carry away lumber from said lands, and to that extent and for that purpose alone, is it true that they have entered upon the same. In any other sense this Defendant utterly denies that the said Baird & Roper have entered upon said lands: and this Defendant moreover says that for the purpose of cutting and carrying away lumber upon said Contract, the said Baird & Roper, and the said Jno. L. Roper & Co. have entered upon a very inconsiderable portion of said lands. This Defendant has no actual knowledge of the arrangements made by said Jno. L. Roper & Co. for carrying on his work upon the said Contract, and is willing to believe that the said Jno. L. Roper & Co. has made extensive arrange-

ments for that purpose: And so far as this Defendant is advised the said Baird & Roper and Geo. L. Roper & Co. have performed all their covenants and agreements under the said Contract as alleged, except in regard to the Jericho canal. This Defendant here denies that the said Canal has been kept in working order, as stipulated in said Contract and agreement.

(4) It is true that on or about the 24<sup>th</sup> day of October, 1877, this Defendant did agree to sell to H. R. Fulson such lumber from this Defendant's lands lying on the South East side of the Brown Ditch, as might be wanted by him, at prices named by R. H. Hering, agent of the said Company, and ~~that~~ that the said locality is embraced within the boundaries of the lands mentioned in the Contract and agreement aforesaid, and that this Defendant did authorize the said Fulson to enter upon the said lands in said locality, and cut and carry away therefrom lumber of the quality, kinds, sizes and dimensions, specified in the said Contract and agreement of May 1. 1877; and that the said H. R. Fulson, with his laborers and employees, did thereupon enter upon the said lands, proceed to cut down trees, and cut and carry away lumber of the quality, kinds, sizes and dimensions aforesaid, from said lands in said locality, and this Defendant believes, without the consent of the Complainant and against his remonstrances and objections.

This Defendant however denies that its action

in this respect is in any way contrary to the contract and agreement aforesaid, or of any of the covenants therein contained on its part; and says: that the said contract and agreement of May 1. 1877, does not and was never intended to grant to Baird and Roper the exclusive right to cut and carry away lumber of the dimensions mentioned therein from the lands of this Defendant mentioned and described therein and was in no sense <sup>and the said Baird & Roper so understood it</sup> a lease or demise of said lands; on the contrary, this Defendant says: that upon the said contract and agreement it had the right to sell to the said H. R. Fulson the lumber so sold him. And this defendant further says in vindication of their claim, apart from the interpretation of the contract and agreement itself, which does not grant to the said Baird and Roper the exclusive right claimed by the Complainant, as follows:

On the 15th day of April 1871, by a deed of that date, a copy of which is filed with their answer to be made a part of the same, marked X, the said Dixie Swamp Land Co., by its President and Board of Managers, did make a lease of their Swamp lands, as described in the contract and agreement of May 1. 1877, recited above, <sup>to F. R. Baird, Jno. L. Roper and Jno. W. Gaskill</sup> together with the horses, carts, lighters, boats, and all other chattel property of every description used and employed by the said Company in the said Swamp in getting out the lumber therefrom, and all the rights <sup>belonging to</sup> privileges, and appurtenances ~~to the said Company~~

and enjoyed by said Company, and the full and ex-  
clusive possession and enjoyment thereof for the  
purpose therein explained and with certain excep-  
tions therein mentioned, for and during the term of  
Five Years from the date of said lease. The consid-  
eration for said grant was the annual sum of  
Twelve thousand Dollars, payable semi-annually  
for each and every year of said term clear of all ex-  
penses for taxes which were to be paid by said  
lessee. In this lease the exclusive privilege of  
working the said Swamp by cutting and removing  
timber therefrom during the said term was empha-  
sized and repeated in terms: and the lessee were  
limited among other things to the employment of  
not more than one hundred hands at any one time,  
and restricted against the use of any machinery  
for manufacturing lumber on said lands. The said  
F. R. Baird, Jno. L. Roper and Jno. W. Gessell  
then composed the firm of Baird, Roper & Co. And  
the true intent and meaning of said lease was  
that only cypress and juniper or white cedar should  
be cut and removed from said lands.

Upon the expiration of this lease, to wit: on the  
15th day of April, 1876, by a deed of that date, ~~so~~  
~~copy of which~~ is herewith filed as a part of this  
answer, marked Y, the said Original Swamp Land  
Company demised the same lands to the said F.  
R. Baird and Jno. L. Roper (the said Jno. W. Gessell

1

Kill having withdrawn from Baird, Roper & Co.), for the period of one year, or until the 15<sup>th</sup> day of April, 1877, and by the express term of this lease the said Company granted the exclusive possession and enjoyment of said lands to the said Baird & Roper, for the purposes therein explained, and the exclusive privilege of working the said Swamp by cutting and removing the lumber therefrom, contemplated by said lease, during said term. The consideration of this lease was so much per hand per day, during said year, but there was no restriction as to the number of hands which the lessee might work: although the restriction as to the use of machinery on said lands was continued. The original of said lease is mutilated or defaced by lead pencil marks and writing in lead pencil on its face, but they are no part of the said original lease and the fact of these pencil marks and writing will be fully explained hereinafter.

Before the expiration of this lease, by a contract between the said Original Swamp Land Company and Baird & Roper, dated February 20<sup>th</sup> 1877, herewith filed marked Z as a part of this answer, signed and sealed by the parties thereto, the said lease of April 15<sup>th</sup> 1876 was continued in operation until the 30<sup>th</sup> day of April 1877.

Before the expiration of the time mentioned in the said last named lease and the agreement

for the extension thereof, new terms for working the said lands were proposed by the said F. R. Baird and Jno. L. Roper, which culminated in the Contract and agreement, and not lease, which is the subject of this litigation, which contract and agreement was drawn upon the basis somewhat of the lease which had been before made, with the lead pencil erasures, interlineation and suggestions found in the paper herewith filed marked Y, as a part of this answer: and in every instance where the word "exclusive" occurred in the former lease, it was stricken out and nowhere occur, and never was intended to occur in the said contract and agreement.

This Defendant further says: that the rents received under the lease of April 15th 1876, wherein Baird & Roper agreed to pay so much per day per hand, were greatly less than those which had been received under the lease of April 15th 1871, because there was no stipulation that Baird & Roper should work any particular number of hands for each working day of said year; and knowing this, the said Company in making a Contract and agreement with said Baird & Roper for so much per <sup>for the lumber</sup> stick, or so much per thousand for shingles, cut and removed from said swamp, without any covenant on the part of said Baird and Roper that they would cut any

certain quantity of lumber to insure an adequate income from said lands, which are valuable almost exclusively at present for the timber growing on them, intended expressly by omitting said word exclusive in their said contract and agreement, to reserve to itself the right to use said Swamp lands, by selling the timber or otherwise as it saw fit, ~~as~~ as to insure a proper and adequate income therefrom, in case the said Baird & Roper should not upon said contract and agreement cut enough lumber to produce said income. The policy of said Company has been to cut or have cut the timber on said land, from year to year as it might be suitable for lumber, without injuring the future production, that is to say, if possible an uniform, but adequate, income from said lands. And in making said contract and agreement with the said Baird & Roper, it supposed, from the assurances given by them, that they would cut enough lumber, under this policy, to produce, at the prices named in said Contract and agreement, an income, such as should be yearly realized from the timber upon said lands.

For the year ending April 30<sup>th</sup>. 1877, and beginning April 15<sup>th</sup>. 1876, during which time the lease herewith filed marked Y, was in force, the whole income returned by said Baird & Roper amounted to the sum of \$2777., which was a great falling off from the sum which had been paid for the year from April 15<sup>th</sup>. 1871, to April 15<sup>th</sup>. 1876.

Upon the existing contract and agreement the said Baid & Roper have made the following return and payments thereunder, for all the lumber they have cut, viz: For the 1<sup>st</sup> three months, the sum of \$293.53, and for the second three months, the sum of \$901.12, which period covers the most favorable part of the first year under said contract for cutting and getting out lumber from said Swamp lands. These returns were so unsatisfactory to this Defendant, its President and Manager, that they determined to make such further use of their said lands as would increase their income. This Defendant is free to say, that it would have been willing under the said contract and agreement that the said Baid & Roper alone should have their timber on said lands, if they had chosen to cut it, for it considered them preferred customers, and contracted with them on the basis of large dealings, but in doing this it by no means gave them the exclusive right to cut said lumber, nor did it in any way sell them all the timber on said lands; and if the said Baid & Roper had chosen to so cut the timber on said lands as to produce an adequate income to this Defendant, the said Baid & Roper would never in fact have known the difference between the terms of the said contract and agreement, as it really exists, and a contract and agreement giving them the exclusive right to cut lumber on said lands, so far as this Defendant is concerned.

This Defendant further says: that in selling lumber to the said H. R. Fulson, it took care to sell from such parts of said swamp lands only as had not been entered upon by the said Baird & Roper; and that the said H. R. Fulson should not get in the way of said Baird & Roper, so as to obstruct or in any way interfere with them in their operations, because it wished to afford the said Baird & Roper every means possible of operating largely in said Swamp and yielding a large income therefrom. The said Geo. L. Roper and Co. have no right therefore to complain in this respect. This Defendant authorized the said Fulson to use some of his lighters and other personal property, which the said Baird & Roper had turned over to this Defendant, saying they had no use for them.

This Defendant further says: That it sold the said H. R. Fulson some timber for cord-wood, which upon any construction of the said contract and agreement, was not included therein, nor in any provision thereof, except so far as the same might be of use in making roads or tram ways: and the said Fulson at the time this injunction issued, had cut and corded a considerable quantity of said wood, and the removal of that has also been enjoined in this suit. The said Geo. L. Roper however, has consented for the said Fulson to remove this wood from said lands, without in any way yielding his rights, as claimed by him upon the contract and agreement aforesaid, as will more fully appear by

reference to a letter written to the President of the Original Swamp Land Co., a copy of which is herewith filed and marked "letter No. 1", as a part of their answer. This Defendant however denies all claim or pretension of a claim on the part of the Plaintiff to the said Cord Wood on said lands, or any part thereof, and says the same was not included and was never intended to be included, in any view of the case, in the said Contract and agreement.

This Defendant denies that the Plaintiff has in any way suffered great and irreparable damage. This Defendant denies that the said Plaintiff has suffered any damage at all, by reason of the matters stated and set forth in his bill, for the reasons hereinbefore stated: And if it be true, that this Defendant has violated the said Contract and agreement, as charged in said bill, which however this Defendant denies, this Defendant says that the damages arising from such violation are not irreparable, but may and can be adequately and fully compensated at law. This Defendant further says that when a disagreement as to the meaning and intent of the Contract and agreement aforesaid first arose between the said Bain & Roper and this Defendant, as early as September 13, 1877, this Defendant by its President, B. P. Loyall, addressed a letter to the said Bain & Roper, in which it offered to submit the matter in dispute, the very question

involved in this suit, and before a contract was made with the said H. R. Fulson, arbitration, as the mode prescribed by the Contract and agreement itself for settling such matter, and this Defendant has filed a copy of said letter, marked "Letter No. 2" as a part of this answer. The said Band & Rope received the said letter, but never agreed to the proposition therein made.

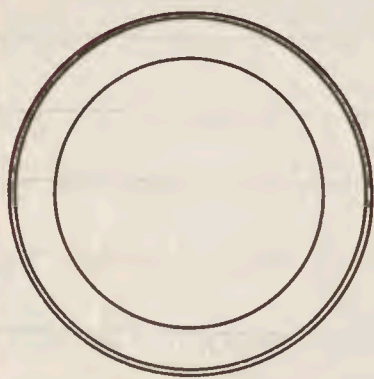
(5) This Defendant denies, as before stated, that it has in any way violated and broken the said Contract and agreement, as charged in the fifth paragraph of said bill. This Defendant admits that unless restrained by this Court, ~~that~~ it will claim for itself the right to sell lumber and other timber to the said H. R. Fulson, as it is stated in the bill this Defendant has done, and it will claim for the said Fulson <sup>the right</sup> to cut such lumber and timber upon such restrictions as this Defendant shall see fit to impose, but this Defendant denies that in any view of the case the said Plaintiffs can or will suffer irreparable loss and damage, or any loss or damage that cannot fully and adequately be compensated at law.

This Defendant here says that it has already itself suffered great damage by this injunction as it has greatly interfered with the operations of this Defendant and its customers, by <sup>seriously</sup> ~~interfering~~ interfering with its contracts, and this Defendant therefore prays this Honourable Court to dissolve

the said injunction, with costs to the Defendant.

And now having fully answered, the Defendant prays to be dismissed &c.

In witness whereof the Defendant has affixed its corporate seal, duly attested by the signatures of its President B. P. Royall, and Board of Managers: Wm. Selden, C. W. Newton & J. S. Taylor.



B. P. Royall  
Pres't.  
C. W. Newton  
William Selden  
J. S. Taylor

Wm. W. Old, N. O.

City of Norfolk, to wit:

This day personally appeared before me Wm. W. Old, a Notary Public for the City aforesaid in the State of Virginia, B. P. Royall, who made oath and says that the facts and things stated in the above answer are true to the best of his knowledge, information and belief.

Given under my hand this February 4. 1878.

Wm. W. Old,  
Notary Public.

Mo. d. Rope & Co

" 4

Drumal Swamp Land Co.

+ other.

Insurn of The Drumal  
Swamp Land Co.

Old, p.d.

In the Circuit Court of Nausemond County:

Jno. L. Roper, surviving partner of himself  
and F. R. Baird, late Co-partners in trade un-  
der the name and style of Baird & Roper, and now  
doing business as Baird, Roper & Co.

vs. } In Chancery.

The Drimal Swamp Land Co.; R. H. Herring and  
H. R. Fulson.

The separate Answer of H. R. Fulson to the Bill of Com-  
plaint filed against him and others by the Above na-  
med Plaintiff in the Above entitled Court.

This Defendant reserving to himself all right  
of exception to the said Bill of Complaint, for  
answer thereto or unto so much and such parts  
thereof as it is necessary or material for him  
to make answer to, answering saith:

As to any matter in dispute in the construc-  
tion of the contract of May 1. 1877, this Defendant  
knows nothing.

On the 24<sup>th</sup> day of October 1877, the said  
Drimal Swamp Land Company by its Presi-  
dent B. P. Loyall, agreed to sell this Defendant  
certain lumber on its lands lying on the South  
East side of the Brown ditch, and this Defen-  
dant at considerable cost and expense pro-  
ceeded to cut and did cut a considerable quan-  
tity of said lumber, and also a large quan-  
tity of ~~cord wood~~; and this Defendant is at all

time, ready, and willing to make a full statement of all the lumber ~~and~~ wood he cut from the said lands, and to keep a full account of his operations under said contract with the Original Swamp Land Co. for the benefit of whom it may concern. The Contract on the part of this Defendant with the said Original Swamp Land Company requires this Defendant to make such return, and this Defendant has uniformly done so, and will continue to do so.

This Defendant here denies the right of the said Plaintiff to obstruct or in any way interfere with him in his operations on said Swamp lands, and says that he has never entered upon any part of said Swamp lands upon which said Plaintiff was operating and has in no sense of the word gotten in his way, or done anything to prevent his free use of the same to the full and complete enjoyment of all the Plaintiff's rights under his contract with the said Original Swamp Land Company, and never intended so to do.

This Defendant denies that the said Plaintiff has suffered any damage under the said Contract of May 1. 1877, by reason of this Defendant's operations on said Swamp lands; and admitting all the said Plaintiff claims in his said Bill, this Defendant denies

that the damage claimed by said Plaintiff is or will be irreparable - on the contrary this Defendant says, that said damages can be fully and adequately compensated at law, and especially in this the case, since this Defendant keeps a full account of every stick of lumber ~~XX XXXX~~ and of every cord of wood he cuts and removes from said lands, and as before stated, he is willing to render such accounts thereof as may be required by this Court.

This defendant says he has been greatly hindered and embarrassed in his operations on said lands by this injunction, and has suffered great and material damage, and he therefore prays that the same may be at once dissolved, and that he may be dismissed with his costs.

Wm. W. Oes,  
Ad.

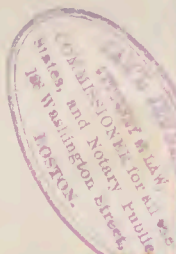
H. R. Fulson

Commonwealth of Massachusetts  
County of Suffolk, City of Boston & to wit:

This day personally appeared before me, a Commissioner of the State of Virginia, residing in Boston, duly commissioned and qualified to take affidavits, acknowledgments of deeds &c for use to be used or recorded in the State of Virginia, H. R. Fulson,

who made oath and says that the facts stated in the above answer subscribed by him are true to the best of his knowledge and belief.

Given under my hand and the official seal this the eighth day of February 1878.  
I Shuman J. Shuman  
Commissioner for Virginia  
in Boston



Pro. L. Roper & Co.,  
a & Chancery.  
The Dismal Swamp

Land Co. to them

Assess of H. R. Folsom.

"Exhibit B"

filed with  
Bill in  
Jno L. Roper  
as.

Disposal Swamp  
Land Co. et als

Norfolk Va. Oct 24-1877.

I have this day agreed  
to sell to Mr. Hubert such lumber from the lands  
of the Disposal Swamp Land Co. as may be  
wanted by him, lying on the S. E. Side of the  
Brown Ditch at market prices that are named  
by Mr. Henry the agt. of the Co.

B. P. Lozall

Pres. D. S. S. Co.

a copy -

Leete,

Peter B. Prentiss. Clerk

Mo. L. Roper & Co.,

"

The Drimal Swamp

Land Co., 10th St.

Exhibit B.

"Exhibit B".

filed  
with  
Bill in  
Jno L. Robt.  
Drum  
Swamp Land  
Co. et al.

Norfolk Va

Oct. 24 - 1877.

I have this day agreed to sell to Mr. Hub-  
son such lumber from the lands of the  
Drum Swamp Land Co. as may be  
wanted by him, lying on the S. E. side of the  
Brown Ditch at market prices that are  
named by Mr. Herring the Agt. of the Co.

B. P. Lyall.

Per Dr. S. S. Co.

"Exhibit A."  
Filed with  
Pltff's Bill.

in  
Ans. L. Roper

vs  
D. S. L. Co.

et al.

This Contract and agreement, made and entered into this First day of May, A.D. Eighteen hundred and Seventy-seven by and between the President and managers of the Dismal Swamp Land Company, parties of the First-part, and Francis R. Baird and John L. Roper, copartners under the name and style of Baird & Roper residing in the City of Norfolk and State of Virginia Parties of the Second Part, Witnesseth: that the said parties of the First Part, for and in consideration of the Prices, Covenants and conditions hereinafter reserved and stipulated, which by and on the part of the said Parties of the Second Part, are to be paid, kept and reserved: Do Grant unto the said Parties of the Second Part, for the term of Five years from the date hereof the right to cut and carry off such lumber as is hereinafter described, and none other, from their Swamp Lands, containing a body of Land supposed to exceed Forty Thousand acres, lying chiefly in the County of Hanover in the State of Virginia, a small part thereof lying in the County of Norfolk in the said State. and the boundaries of which are well known and defined, together with the right to use all property of every description used and employed by the said company in their Swamp in getting out lumber therefrom, and all the rights and privileges belonging to or enjoyed

by the said company, for the purposes hereinafter explained, and with the exceptions herein to be mentioned, The said Parties of the Second Part to have the right to enter upon the lands of the said Company for the purpose of cutting and carrying off the said lumber for and during the full and term of Five years from the date hereof, fully to be completed and ended yielding and paying to the said Parties of the First Part, for the Lumber so cut and carried off, the following prices, to wit: For Six (6) feet Ties, Two cents each; for seven (7) feet Ties, Two and a half cents each; for Eight (8) feet Ties Three cents each; for Eight and a half (8 1/2) feet Ties, Three and a half cents each; for nine (9) feet Ties, Four cents each; for Four (4) feet Logs Two and a half cents each; for Five (5) feet logs Three cents each; for Fence Rails Five Dollars per thousand, for Fence Posts one cent each; for Twenty-four (24) inch Cooper Bolts, Three Dollars and a half per thousand; for Thirty (30) inch Cooper Bolts, Four dollars and a half per thousand; for Twenty-four (24) inch Rough cedar Shingles Three dollars per thousand; for Thirty (30) inch Rough Cedar Shingles Four dollars per thousand for Twenty (20) inch Cypress Bunch Shingles Fifty-cents per thousand for Twenty four (24) inch Rough Cypress Shingles, one dollar and fifty-cents per thousand;

for Twenty four (24) inch Bunch Cypress Shingles one dollar per thousand: for Twenty four (24) inch Cedar Heading Two dollars per thousand, for Thirty (30) inch Cedar Headings Three dollars per thousand; and for Telegraph Poles one half of a cent per foot: the foregoing prices being all based upon the following net prices of lumber on board of Vessels at Culmerton Locks, to wit: 6 feet Lumber 25 cents each; 7 feet Lumber 29 cents each; 8 feet Lumber 32 cents each; 8½ feet Lumber 36 cents each; 9 feet Lumber 40 cents each; 4 feet Logs \$10.50 per cord; 5 feet Logs \$10.50 per cord; Fence Rails \$85. per thousand; 24 inch Cooper Bolts \$24. per thousand; 30 inch Cooper Bolts \$30. per thousand; 24 inch Rough Shingles \$30 per thousand; 30 inch Rough Shingles \$35. per thousand; 20 inch Bunch Shingles \$6.50 per thousand; 24 inch Rough Cypress Shingles \$11. per thousand; 24 inch Bunch Cypress Shingles \$12. per thousand; 24 inch Cedar Heading \$23. per thousand; 30 inch Cedar Heading \$33. per thousand; and Telegraph Poles Five (5) cents per foot. The above stated prices to be paid to the said parties of the first part Quarterly during the said Five years; and in consideration thereof the said Parties of the Second Part shall have the privilege of cutting any of the above named lumber in the said Swamp and of removing the same therefrom during that time, under the following restrictions and

conditions, to wit: 1st: That the said Parties of the Second Part, shall pay in addition to the above named prices an advance of Fifty (50) per cent., in proportion to the rise or advance in the price of such lumber as they may cut on the Company's lands, provided that any advance in freight on lumber, shipped from Gilman's Locks, shall be deducted before calculating such advances in prices.

And the said Parties of the Second Part hereby agree to make to the said Parties of the First Part, Quarterly statements of the production of lumber, as shown by their Pay Rolls, and also Quarterly Statements of prices obtained, for such lumber, sworn to and duly certified, and they further stipulate not to use any machinery for manufacturing lumber on the Company's lands.

2nd: That the said Parties of the Second Part shall be allowed to cut no more trees of Five (5) inches or less in diameter, than may be necessary to construct their Road Ways, and such as may be necessarily felled in getting out lumber, and due allowance being made for the indifference or carelessness of the workmen employed.

3rd. That the said Parties of the First Part shall, shall not sustain any loss by reason of destruction by fire of any lumber cut and remaining on their land during the said five years.

4th: That the Jerico Canal belonging to the...

said Company and embraced in their Swamp lands, shall be kept in working order by the said Parties of the Second Part. at their expense.

5th: That the agents of the said Company shall at all times have free access to any part of the said Swamp for the purpose of inspecting the same.

6th: That the said Parties of the Second Part shall not assign their Rights under this Agreement to any other party or parties, in whole or in part: without the formal consent of the said Company first had and obtained.

7th: That the said Parties of the First Part shall have the right to cultivate or rent out: any arable land, belonging to said Company, which is hereby excepted from this Agreement.

8th: That at the expiration of the said Five years the said Company shall not be liable to pay for any improvements which may be made on the said lands by the Parties of the Second Part.

And the said Parties of the Second Part. hereby covenant with the said Parties of the First Part. as follows: That they will pay to the said Parties of the First Part or their assigns, Quarterly during the said Five years, the above named prices for the lumber cut by them as hereinbefore specified: and that they will well and truly comply with all the other covenants and

conditions of this Contract and Agreement according to the true intent and meaning thereof: permission being hereby reserved to the said Parties of the Second Part to remove from the said lands of the company at the end of the said Five years, all the timber or lumber that may be then cut and remaining on said land; and in order to make such removal they shall be allowed Sixty days and all necessary and reasonable access to and egress from the said lands; as well as the use of the Company's Canal during that time. And it is further covenanted and agreed by and between the Parties hereto that the said Parties of the Second Part, shall have the privilege of cutting ditches and making roads in or through the said Company's Swamp, such as they may deem necessary to facilitate their operations in the said Swamp, but at their own cost and expense: the benefits of such ditches and roads to enure to the said company at the expiration of the said Five years. And the said Parties of the First Part, hereby covenant with said Parties of the Second Part, for the quiet and peaceable enjoyment of all their Rights under this Contract and Agreement: provided that the said Parties of the First Part shall have the right to cancel and annul the terms of this Contract and agreement: for default of thirty days in the payment of the prices for the lumber herein-

before specified at the times when the same shall become due and payable or for a breach of any of the covenants herein contained. And it is further covenanted and agreed by and between the parties hereto, that if during the said Five years, any disagreement or difference should occur between the said Parties of the First and Second Parts, as to the prices of the lumber herein specified at the time of such disagreement, or as to the meaning and effect of any of the covenants contained in this contract and agreement the matter or matters in dispute or difference shall be submitted to arbitration in the usual mode, and that the award of such Arbitration may be entered of Record in the Corporation Court of Norfolk City

In Witness whereof the said President and managers of the Dixmal Swamp Land Company have affixed to these presents their Corporate Seal and Benjamin P. Lozall the President of the said Company has subscribed his name and set the Corporate Seal of the said Company for and on behalf of the said managers, thereto duly authorized, and the said Band and Roper have subscribed their names and set their seals thereto.

C. Seal  
" " " " " "

B. P. Lozall, President D. S. L. Co. Seal

John L. Roper For Band & Roper Seal

City of Norfolk, to wit:

I, George Loyall, a Notary Public for the City aforesaid in the State of Virginia, do certify that Benjamin P. Loyall, whose name is signed as President of the Dismal Swamp Land Company, to the writing above, bearing date the 1st day of May 1877, has acknowledged the same before me in my City aforesaid and has also in my presence affixed the corporate seal of said Company thereto.

Given under my hand this 21st day of May A.D. 1877.

George Loyall  
Notary Public.

City of Norfolk, to wit:

I, George Loyall a Notary Public for the City aforesaid in the State of Virginia, do certify that John L. Roper, who has signed the writing above for the partnership of Baird and Roper, bearing date the 1st day of May, 1877, has acknowledged the same before me on behalf of the said firm in my City aforesaid.

Given under my hand this 21st day of May, 1877.

George Loyall, Notary Public.

In the Clerk's Office of Nansemond County Court, the 11th day of September, 1877.  
This Contract and agreement was received, and with the certificates annexed admitted to record. Teste: Peter B. Prentiss, Clerk.

A Copy: Teste,

Nansemond Office }  
Decr: 18th: 1877 }

Peter B. Prentiss, Clerk

xnd

Dismal Swamp Land Co:  
with { Copy Contract de  
Baird & Roper

Ino. L. Roper

vs. { "Exhibit A"

Dismal Swamp  
Land Co. et al:

Filed with Pett's Bill

To the Honorable George Blow.  
Judge of the Circuit Court of the  
County of Nausemond.

Humbly complaining sheweth unto your Honor, your Orator John L. Roper, Surviving partner of himself and F. R. Baird, late merchants and partners in trade under the name and style of Baird & Roper, and, having purchased the entire interest of the said F. R. Baird's Estate in the said late firm, now doing business as John L. Roper & Co., of the City of Norfolk, in the State of Virginia, the following case:

First: That on the first day of May in the year 1877, a certain contract and agreement, bearing date the day and year aforesaid, between The Dismal Swamp Land Company, of the first part, and the said F. R. Baird and John L. Roper, co-partners under the name and style of Baird & Roper, of the second part, was entered into, signed, sealed and delivered, and duly acknowledged and recorded in the Clerk's Office of the County Court of Nausemond County, in the State of Virginia, Copy of which said Contract and agreement, duly authenticated, is herewith filed marked "Exhibit A," and prayed to be taken as part of this Bill.

Second: That in and by the said Contract and Agreement the said The Dismal Swamp Land Company did grant unto the said Baird & Roper, for the term of Five years from the date thereof the right to cut and carry off such lumber as thereafter described, and none other, from their Swamp lands, containing a body of Land supposed to exceed Forty Thousand acres, lying chiefly in the said County of Nansemond in the State of Virginia, a small part thereof lying in the County of Norfolk, in the said State, and the boundaries of which are well known and defined, together with all the right to use all property of every description used and employed by the said Company in their Swamp in getting out lumber therefrom, and all the rights and privileges belonging to or enjoyed by the said Company, for the purposes thereafter explained and with the exceptions therein mentioned, the said Baird & Roper to have the right to enter upon the lands of the said Company for the purpose of cutting and carrying off the said lumber for and during the full end and term of Five years from the date thereof, fully to be completed and ended, yielding and paying to the said Company for the lumber so cut and carried off, certain prices therein fully and

particularly specified and described, payable quarterly during the said five years; and in consideration thereof the<sup>said</sup> Baird & Roper to have the privilege of cutting any of the said lumber in the said Swamp, and of removing the same therefrom during that time, under certain restrictions and conditions in the said Contract and agreement mentioned and specifically set forth.

Third. That in pursuance of the said Contract and agreement, the said Baird & Roper entered upon the said lands, and proceeded to cut and carry away lumber therefrom, and Your Orator as surviving partner aforesaid has made extensive arrangements to carry on the work under the said Contract, and has well and truly performed all the covenants and agreements on his part in the said agreement contained, and has observed all the conditions and restrictions thereof and violated none of its prohibitions.

Fourth. Nevertheless, on the 24<sup>th</sup> day of October, in the year 1877, the said The Dismal Swamp Land Company, by their President, B. P. Loyall, disregarding their said Contract and agreement and the said several covenants and agreements thereof, and contrary to equity and good faith, did agree to sell to one H. R. Folsom such lumber

from the lands of the said Dismal Swamp Land Company as might be wanted by him, lying on the South east side of the Brown Ditch at market prices that are named by one R.H. Herring, the Agent of the Company; Copy of which said agreement to sell to the said H.R. Folsom is herewith filed, marked "Exhibit B", and prayed to be taken as part of this Bill.

You Orator alleges that the locality mentioned in this said agreement, to wit: "the South East side of the Brown Ditch" is comprised within the boundaries of the lands mentioned in the contract and agreement of the said Company with the said Baird & Roper, and so leased to them as aforesaid, and that thereupon the said Company did authorize one R.H. Herring, styled Agent of the said Company, as above mentioned, and one H.R. Folsom to enter upon the said lands in the locality aforesaid and cut and carry away therefrom lumber of quality, kinds, sizes and dimensions specified in the contract and agreement of May 1<sup>st</sup> 1877, aforesaid; that the said R. ~~H~~ Herring, Agent as aforesaid, and H.R. Folsom and others, their laborers and employees, whose names are to your

Orator unknown, did thereupon enter upon the said lands and proceed to cut down trees, and cut and carry away lumber of the quality, kinds, sizes and dimensions aforesaid, from the said South east side of the Brown Ditch, in the said Company's lands in the County of Hansemond, in the State of Virginia, without the consent of your orator and against his objections and remonstrances, in disregard of all his rights under the said Contract and agreement, and to your orator's great and irreparable damage.

Fifth: Your orator is advised and informed, and therefore charges that the said The Dismal Swamp Land Company has violated and broken their said Contract and agreement so made and entered into with the said Baird & Roper as aforesaid, and that the said Company wickedly and unjustly contriving to injure and endamage your Orator, without right and contrary to equity and good conscience, have wilfully and unlawfully authorized the said R. ~~H~~ Herring, and the said H. R. Folsom and others to your Orator unknown to enter upon the said leased premises and cut and carry away the said lumber therefrom.

Your orator is informed and believes, and

therefore further charges that the said R. H. Herring and H. R. Folsom, their agents or employees have cut and carried away from the said lands large quantities of the said lumber, and that they now have about Two Thousand (2000) Railroad Ties now ready for shipment at or near the Yard or Landing of the said Company near the town of Suffolk, in the said County of Chausemond, State of Virginia, and have chartered or are about to charter a vessel to carry the same and other lumber, so cut by them, out of this State; and that they are continuing to cut and carry away lumber from the said leased premises, - and that unless they and each of them are prevented and restrained from further proceeding to carry away the said lumber out of this State, and from further continuing to cut and carry away lumber from the said lands your orator will suffer still further and irreparable loss and damage.

In tender consideration whereof and forasmuch as your orator is without remedy in the premises save by the interposition of a Court of Equity where matters of this sort are alone and properly cognizable, and to the end that justice be done and your orator's rights

in the premises protected, your Orator prays  
that the said The Dismal Swamp Land  
Company, R. H. Herring, and H. R.  
Folsom may be made parties defendant  
to this Bill, and required to answer the  
allegations hereof as fully and particularly  
on oath as though the same were here  
repeated and they thereto interrogated; and  
that the said The Dismal Swamp Land  
Company, their agents or employees, and  
the said R. H. Herring, and H. R. Folsom,  
and their or either of their agents and  
employees may be altogether enjoined  
and restrained from further proceeding to  
cut or carry away any of the lumber from  
the lands of the said the Dismal Swamp  
Land Company mentioned in the said con-  
tract and agreement, dated May 1<sup>st</sup> 1877,  
and filed herewith marked "Exhibit A.",  
and that the said R. H. Herring, and H. R.  
Folsom, or either of them, their agents and  
employees may be enjoined and restrained  
from further proceeding to carry away the  
said lumber, or any part thereof, so cut by  
them or either of them from the said lands,  
and now lying at the Yard or Landing  
of the said Dismal Swamp Land Company  
near Suffolk. Virginia, until the further  
order of the Court. And your

Orator will ever pray to  
John L. Roper

Corporation of the City of Norfolk, to wit:

This day personally appeared before me, Theodore S. Garnett, Jr., a Notary Public in the Corporation aforesaid, in the State of Virginia, John L. Roper, plaintiff in the foregoing bill, whose name is subscribed thereto, and made oath that the statements made in the said bill, so far as made of his own knowledge, are true, and so far as made upon knowledge or information derived from others, he believes them to be true.

Given under my hand this 10<sup>th</sup> day  
of January, A.D. 1878.

Theodore S. Garnett, Jr.  
Notary Public.

On Motion of the Plaintiff, John L. Roper, by his counsel, and for good cause shewn, a writ of Injunction is awarded him to enjoin and restrain the defendants, the Dixiel Swamp Land Company, their agents and all others concerned, R. H. Herring, and H. R. Folsom, their and each of their agents or employees, from cutting or carrying away lumber from the lands in the bill mentioned, and from further proceeding to carry away the lumber or any part thereof cut by them from the said lands and lying at the Yard or Landing of the said Dixiel Swamp Land Company, near Suffolk, Virginia, until the further order of the Court.

But the plaintiff is not to have the benefit of this order until he or some one for him, shall enter into bond, with sufficient security, in the Clerk's Office of the Circuit Court of the County of Nansemond, in the penalty of \$500. - payable to the defendants, and conditioned to pay to them or either of them, all such damages and costs as they or either of them may sustain in consequence of the said injunction in case the same shall be dissolved.

Geo B. Low.

Vol. 10. V<sup>9</sup>. Jan'y 10<sup>th</sup> 1878

32  
Jno. L. Roper

vs. } Bill.

Dismal Swamp

Land Company, et als.

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If not delivered within 10 days, to be returned to

WM. W. OLD,  
ATTORNEY AT LAW,  
NORFOLK, VA



Mr. Peter B. Prentiss,  
Clerk Circuit Court Hansemond Co.,  
Suffolk,  
Va.

Form 116.

# Western Union Telegraph Co.

Pay no Charges to Messenger unless written in Ink in Delivery Book.

No. \_\_\_\_\_

P. B. Peritt

Charges, \_\_\_\_\_

Paid *Supp* *MR* *at*

NIGHT MESSAGES AT REDUCED RATES.

MONEY ORDERS BY TELEGRAPH.

# THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after sending the message. This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

NUMBER

SENT BY

REC'D BY

CHECK

24 Peril

Received at

Suppoma

Aug 19 1880

Dated,

Suppoma 11:10 AM

To

P. V. Painter

Please send us by  
Express C. O. D second in  
Roper & Co Express Disposal  
Birmingham Company  
will return it tomorrow by  
Express. White & Son

Know all men by these Presents, that we, John L. Roper and John F. Stewart are held and firmly bound unto the Disposal Swamp Land Company, R. H. Herring and H. R. Folsom, <sup>or either of them,</sup> in the sum of Five Hundred Dollars, to the payment whereof well and truly to be made to the said Disposal Swamp Land Company, R. H. Herring and H. R. Folsom, <sup>or either of them,</sup> we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly, by these presents.

Sealed with our seals and dated this 12th day of January, A.D. 1878. And we hereby waive our Homestead Exemption, as to this obligation.

The Condition of the above obligation is such, that Whereas the above bound John L. Roper, on his Bill in Chancery against the said, the Disposal Swamp Land Company, R. H. Herring and H. R. Folsom, addressed to the Judge of the Circuit Court of Nansemond County, has obtained from the said Judge, an Injunction, to enjoin and restrain the Defendants, the Disposal Swamp Land Company, their agents and all others concerned, R. H. Herring and H. R. Folsom, their and each of their agents or employees, from cutting or carrying away lumber from the lands in the Bill mentioned, and from further proceeding to carry away the lumber or any part <sup>thereof</sup> cut by them from the said lands and lying at the Yard or Landing of the said Disposal Swamp Land Company, near Suffolk, Virginia until the further order of the Court: And Whereas it is provided by the order of the said Judge awarding the said Injunction, that "the Plaintiff is not to have the benefit thereof, until he, or some one for him shall enter into a bond with sufficient security in the Clerk's Office of said Court, in the penalty of \$500. payable to the defendants and conditioned to pay to them or either of them all such damages and costs as they or either of them

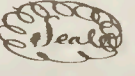
may sustain in consequence of the said Injunction, in case  
the same shall be dissolved: Now therefore if the said  
John L. Roper shall pay all such costs as may be  
awarded against him, and all such damages as shall be  
incurred, in case the said Injunction be dissolved, <sup>then this obligation to be void</sup> otherwise  
to remain in full force and virtue.

Subscribed before signed

Executed in presence of

Peter B. Prentiss, Clerk

John L. Roper by —  
John R. Kelly, in fact. } 

Mo: J. Stewart } 

In the Clerk's Office of the Circuit Court of Wandsworth County, the  
12th day of January, 1878.

This day, John L. Roper, by John R. Kelly, his attorney in fact,  
and John F. Stewart, signed and acknowledged the foregoing bond,  
and the said John F. Stewart, the security thereto, made oath be-  
fore me, Clerk of the said Court, that his estate, after the payment  
of all his just debts and such liabilities as he has incurred  
for others, is worth the sum of Five Hundred Dollars.

Given under my hand, this 12th day of January, 1878.

Peter B. Prentiss, Clerk

John L. Reper  
To { Injunction Bond  
The Mutual Savings Land Co. Ltd.

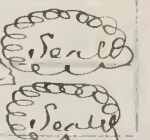
1878  
Jan. 12th: Specimen of the

Know All men by these presents, that we, John L. Roper  
and John F. Stewart are held and firmly bound unto the  
Commonwealth of Virginia, in the sum of Twenty-five  
Hundred (2500) Dollars, to the payment whereof, well and  
truly to be made to the said Commonwealth, we bind our-  
selves, and each of us, our and each of our heirs, executors  
and administrators, jointly and severally, firmly by these  
presents. Sealed with our seals, and dated this 15th  
day of March, in the year One thousand, eight hundred  
and Seventy-Eight (1878), and in the 102nd year of the  
Commonwealth. And we hereby waive our Homestead  
exemption, as to this obligation.

The Condition of the above obligation is such, that whereas by  
a Decree made by the Judge of the Circuit Court for the County of  
Nauvord, in vacation, in the Chancery suit therein pending, in which  
the said John L. Roper is Plaintiff, and the Normal Swamp  
Land Company and R. H. Fleming and H. R. Folsom are Defendants, it  
is ordered: "That unless the Plaintiff or some one for him, shall, on or before  
the 21st day of March, 1878, enter into and acknowledge a bond before the Clerk of  
this Court, with security deemed sufficient by said Clerk, in a penalty of at least Two  
Thousand five hundred dollars, payable to the Commonwealth of Virginia, and  
conditioned to pay all such costs as may be awarded against the said Plaintiff,  
and all such damages as shall be incurred, in case the injunction there-  
fore awarded in the cause shall be dissolved, then the said in-  
junction shall stand wholly dissolved as of this date"

Now therefore, if the said John L. Roper shall pay all such  
costs as may be awarded against him, and all such  
damages as shall be incurred, in case the said injunction  
be dissolved, then this obligation to be void, otherwise to remain  
in full force and virtue.

Executed in presence of { John L. Roper by J. F. Stewart his atty;  
Peter B. Prentiss, Clerk { in fact  
J. F. Stewart



1 In the Clerk's Office of the Circuit Court of Newbern and  
2 County, the 15th day of March, 1878.

3 This day John L. Roper by John F. Stewart, his Attorney in  
4 fact, and John F. Stewart, signed and acknowledged the fore-  
5 going bond. And the said John F. Stewart, the security thereto,  
6 made oath before me, Clerk of the said Court, that his estate, after  
7 the payment of all his just debts, and such liabilities as he has  
8 incurred for others, is worth the sum of Twenty-five hundred dollars.

9 Given under my hand this 15th day of March, 1878.

10 Peter B. Prentiss, Clerk  
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John L. Roper  
To { Executor: Bond  
Commonwealth

1878  
March 15th: Executed. J.F.S.

CHANCERY SUMMONS.

**The Commonwealth of Virginia,**

*Resident of the City of Norfolk*  
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *The Normal Swamp*  
*Land Company, R. H. Herring and H. R. Folsom,*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in *February* next, to answer a  
Bill in Chancery, exhibited against *Them*  
in the said Court by *John L. Roper*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *12th* day of *January* 1878, in the *102nd* year of the Commonwealth.

Teste:

*Peter B. Prentis* Clerk.

The Respondents, The Disposal Swamp Land Company, their Agents and all others concerned, R. H. Herring and H. R. Johnson, their and each of their Agents or employees, are hereby enjoined and restrained, from cutting or carrying away lumber from the lands in the Bill mentioned, and from further trespassing to carry away the lumber or any part thereof cut by them from the said lands, and lying at the yard or landing of the said Disposal Swamp Land Company, near Suffolk, Virginia, until the further order of the Circuit Court of Hanover County.

Teste, Peter B. Wentz, Clerk

John L. Roper

vs. The Disposal Swamp Land Company

The Disposal Swamp Land Company, R. H. Herring and H. R. Johnson.

In Equity: Rules, 1878.

Hanover County, Va.

Executed this 17 day of January 1878, by delivering a copy hereof to B. P. Loyal president of the Disposal Swamp Land Company; the said B. P. Loyal was in and a resident of the City of Norfolk, at the time of said delivery.

Witness my hand and seal of Office of said Court this 17 day of January 1878.

CHANCERY SUMMONS.

**The Commonwealth of Virginia,**

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *The Disznal Swamp  
Land Company, R. H. Herring and H. R. Folsom,*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be  
held for the said Court, on the first Monday in *February* next, to answer a  
Bill in Chancery, exhibited against *them*  
in the said Court by *John L. Roper*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said  
Court, at his office, this *12th* day of *January* 1878, in the 102nd  
year of the Commonwealth.

Teste:

*Peter B. Prentis*. Clerk.

Memo:

The Defendants, The Wismal Swamp Land Company, Their Agents and all others concerned; R. H. Herring and H. R. Folsom Their and each of Their Agents and employees, are hereby enjoined and restrained from Cutting or Carrying away Lumber from the Lands in the Bill mentioned, and from further proceeding to carry away the Lumber or any part thereof cut by them from the said Lands, and lying at the yard or landing of the said Wismal Swamp Land Company, near Suffolk, Virginia, until the further order of the Circuit Court of Hanover and County.

Teste, Peter B. Prentiss, Clerk

1878. Jan 16 Executed and a true copy hereof this day delivered to R. H. Herring & H. R. Folsom each

J. H. Garth. Atty for  
J. L. Tullyham Shff

White Hanover 1878

John D. Roper

to { Sum. in Chy: &

The Wismal Swamp Land  
Company, R. H. Herring  
and H. R. Folsom

St. J. R. R. 1878

Hanover and County

See A. No. 1. Page 107  
Circuit Court

To the Clerk of the ~~Common Pleas~~ Circuit Court  
of the ~~City~~ County of Nansemond.

John L. Roper \_\_\_\_\_ Plaintiff,

vs.

The Dismal Swamp Land Company, R.H.  
~~D.C.~~ Herring and H.R. Folsom, \_\_\_\_\_  
Defendants.

Issue summons to February (1878) Rules for plaintiff against  
defendants to answer ~~a~~ ~~plea~~ Bill in Chancery filed  
by Plaintiff to  
~~for \$~~ ~~with interest thereon at the rate of~~ ~~per centum~~  
~~per annum from the~~ ~~day of~~ ~~till paid~~

Damages \$ \_\_\_\_\_

Serve Copy of order of Injunction on  
all the Defendants. -

Sent Summons to Sergt. Norfolk City to  
serve on B.P. Loyal, President of Dismal Swamp Land  
Company. ~~White Hammett~~

Came to hand & complied  
with 12<sup>th</sup> Aug. '78. clh.

p. 9.

Ino. L. Roper

vs } Mem<sup>o</sup>

Drum Swamp Land Co.

B. C. Herring, and  
H. R. Folsom

In Chancery.

Know All Men by these presents, That I,  
John L. Roper of the City of Norfolk. V<sup>a</sup>  
have made, constituted and appointed, and  
by these presents do make, constitute and  
appoint John R. Kilby, of Suffolk, V<sup>a</sup>,  
my true and lawful attorney in fact, for  
me and in my name to Execute, Sign,  
Seal and deliver, in the Clerk's Office of the  
Circuit Court of Nansemond County, Virginia,  
a certain bond in the penalty of five hundred  
Dollars, ordered to be given by me as the  
Plaintiff in a certain suit for an Injunction  
against The Driscoll Swamp Land Co. R. H.  
Herring <sup>and</sup> H. R. Folsom, lately instituted ~~or~~ to  
be instituted in the said Circuit Court.  
hereby ratifying all that my said Attorney  
may lawfully do in the premises as  
fully as though I myself were present and  
acting therein.

Witness the following Signature and seal, this  
10<sup>th</sup> day of January, 1878. John L. Roper   
Corporation of the City of Norfolk to wit.

I, Theo. S. Garnett Jr. a Notary Public in and for the Corpora-  
tion aforesaid, in the State of Virginia, do hereby certify that  
John L. Roper, whose name is signed to the writing above  
bearing date the 10<sup>th</sup> day of January, 1878, has acknowledged  
the same before me in my Corporation aforesaid.

Given under my hand this 10<sup>th</sup> day of January, 1878.

Theodore S. Garnett Jr. Notary Public

Geo. L. Roper.

to

Geo. R. Kelly.

} Parra  
atty.

Know All Men by these Presents, that I, John L. Roper, of the City of Norfolk, Virginia, have made, constituted and appointed, and do hereby make, constitute and appoint John F. Stewart, of Suffolk Va., my true and lawful Attorney-in-fact, for me and in my name to sign, seal execute and deliver before the Clerk of the Circuit Court of Nansemond County, Virginia, in his Office, a certain Injunction-Bond in the penalty of Twenty-five Hundred (\$2500.) Dollars, which bond is directed to be given as above, by an order entered in vacation on the 13<sup>th</sup> day of February, 1878, by the Hon. George Blow, Judge of the said Circuit Court, in the Suit of John L. Roper & Co. against The Dismal Swamp Land Company and others, pending in said Court.

Hereby ratifying and confirming all that my said Attorney may lawfully do in the premises as fully and to the same effect as though I myself were personally present and acting therein.

Witness the following signature and seal; this 12<sup>th</sup> day of March, 1878.

John L. Roper

Seal

Corporation of the City of Norfolk, to wit:

I, Theodore S. Garnett, Jr., a Notary Public  
for the Corporation aforesaid, in the State of  
Virginia, do certify that John L. Roper, whose  
name is signed to the writing above bearing  
date the 12<sup>th</sup> day of March, 1878, has  
acknowledged the same before me in my  
Corporation aforesaid.

Given under my hand this 13<sup>th</sup> day of  
March, A.D. 1878.

Theodore S. Garnett, Jr.

Notary Public.

John L. Roper

to } Power Atty

John F. Stewart

---

WM. W. OLD,  
ATTORNEY AT LAW,  
OFFICE, 146 MAIN STREET,  
(FRONT ROOM, UP STAIRS.)



Norfolk, Va., February 11. 1878.

Mr. Peter B. Prentiss,  
Suffolk, Va. }

My dear Sir: Please send me by re-  
turn mail a certified Copy of "Exhibit B" filed with  
the Bill of Jno. L. Roper & Co. in the suit and injunc-  
tion against The Dismal Swamp Land Co., and others,  
lately filed in the Circuit Court of Hansemond Co.  
This Exhibit is the contract with H. R. Fulsom.  
Please certify it as a Copy of Exhibit B, filed  
with said Bill. Charge to The Dismal Swamp  
Land Co. I want it by Wednesday morning, as  
I shall move on that day for a dissolution of the  
injunction.

Very Truly Yours,  
Wm. W. Old.

WM. W. OLD,  
ATTORNEY AT LAW,  
OFFICE, 146 MAIN STREET,  
(FRONT ROOM, UP STAIRS.)



Norfolk, Va., February 25<sup>th</sup> 1878.

Mr. Peter B. Prentiss,  
Suffolk, Va. }

My dear Sir: I send you an order entered by Judge Blow in the case of Mo. L. Rope & Co. vs The Dismal Swamp Land Co. & others in vacation. Also the answers of the Dismal Swamp Land Co. & H. R. Fulson. In drawing the new bond required, you of course, will recite the entry of the order requiring it, and the language of said order in the Condition of said bond, as to said condition.

Yours very truly,  
Wm. W. Old.

JOHN R. KILBY,

WILBUR J. KILBY.



JOHN R. KILBY & SON,

COURTS:

Nansemond, Isle of Wight, Southampton,  
and Norfolk Counties,  
And United States District Court at  
Norfolk, Va.

Attorneys At Law,

Suffolk, Va., 29<sup>th</sup> Nov 1877

J. L. Roper Esq.

Sir

Mr. Williams tells me  
that Ro. J. Herring has commenced surveying  
a road to the timber he was to cut for  
you on the Brown ditch I have several  
hands in there.

I think you had better see  
in Norfolk City, it will be more convenient  
to you & the Co. - & he coming here will  
be expensive & inconvenient, & probably  
the case will be transferred to Norfolk  
It would give you more trouble here  
to attend to it.

Yrs truly  
John R. Kilby

Geo H. Kilby Esq

In re -

Barth. Popu & Co

Dist<sup>r</sup> of Cal. S. Land Co

Answered Nov: 30<sup>th</sup> 77 -

Nov: 29<sup>th</sup> 1877

In the Circuit Court of Nansemond County:

John L. Roper

v

The Drimal Swamp Land Co. & others.

To the Hon. Geo. Blow, Judge of the said Court:

As Receiver in this Cause, under the decree entered therein in vacation on the 23<sup>d</sup> day of February, 1878, I respectfully report that I took charge of the Rail road ties in said order mentioned, but found only 1105 8 ft. rail road ties, which I sold on March 23. 1878, at the price of 4 cents each, making \$44.20. As will be seen by the contract between the said John L. Roper and the Drimal Swamp Land Co., the said Roper agreed to pay the said Company 3 cents each for said ties, so that after paying said sum, there would be left in my hands the sum of \$11.05:

Very respectfully,

G. P. Loyall.

Receiver.

Rope

"

Original Swamp Land Co. &  
other.

Report of Receipts -

1882  
Octo: 11th: Filed  
C.H.  
M.

Proceeds of sale of 1105, 8 ft. R.R. ties  
at 4¢ ea.

\$44.20

Norfolk, Va

Mar. 23. 1878.

J. P. Logans

Presdt. N. S. L. & Co.

John L. Roper & Co.

<sup>21</sup>  
Drum Swamp Land Co.

By consent of parties in this cause  
given in Open Court and entered of record  
it is ordered that this cause may be sub-  
mitted to the judge of this Court for decision  
and decree to be made therein in vacation.

We consent to the entry of  
the above order -

White & Garnett  
Counsel for John L. Roper & Co.

Leon. W. Deo.

Octo. 11. 1882. }

Counsel for Defendants.

Ino. L. Roper & Co.

v. }

Drum Swamp Land  
Co.

Oct 11<sup>th</sup> Jan 1882

To be entered

Geo V Blair  
—

Entered - Chancery Order  
Book No. 1 - Page 582

In the Circuit Court of Nausemond Co.

No. 2. Roper & Co.

v. <sup>3</sup> In Chancery.

The Drimal Swamp Land Company,

P. H. Herring and H. R. Fulsom.

Before the Hon. Geo. Blow, Judge of said Court,  
on the 13<sup>th</sup> day of February, 1878, In Vacation.

The Drimal Swamp Land Company having given notice that it would move the Judge of said Court in vacation on this day to dissolve the injunction awarded in this cause on the 10<sup>th</sup> day of January, 1878, this day appeared by its Counsel and filed <sup>its</sup> ~~the~~ separate answer ~~of the~~ ~~said~~ and the exhibits referred to therein: and the said Plaintiff by his Counsel appeared and asked leave to file a special replication to said answer, ~~to which~~ to the filing of which the said Drimal Swamp Land Company by its said Counsel objected: and the Court <sup>not now deciding</sup> ~~sustained the~~ said objection and ~~refused to~~ admit the said special replication, ~~but allowed the~~ same to be read as an affidavit: ~~and thereupon~~ ~~the said Plaintiff replied generally to the said an-~~ ~~swer:~~ And the Defendant H. R. Fulsom also appeared by his Counsel, and filed his separate answer, to which answer also the Plaintiff replied generally:

This Cause then came on this day to be heard upon the Bill of the Plaintiff and the exhibits filed

therewith; the separate answer of the said Dismal Swamp Land Company and H. R. Fulson, and the exhibits filed therewith; the general replication ~~to said answer~~ <sup>of said Fulson</sup> the affidavit of the Plaintiff; and the motion to dissolve the injunction heretofore awarded in this Cause on said Bill and answer, and was argued by Counsel:

On consideration whereof, the Court doth overrule the said motion to dissolve the said injunction, except so far as the said injunction applies to cordwood or any lumber other than Cypress and Juniper or White Cedar, in respect to which the said injunction heretofore awarded in this Cause, to the extent that the same applied to such other lumber, is dissolved: and doth adjudge, order and decree that the said injunction in all other respects be continued to the further hearing of this Cause and the future order of the Court ~~therein~~ <sup>therein</sup>:

And thereupon the said Dismal Swamp Land Company by its Counsel moved the Judge in vacation to increase the penalty of the bond required by the order of the 10<sup>th</sup> day of January 1878 in this Cause, which motion having been argued and considered, is sustained, and it is hereby ordered, that unless the Plaintiff, or some one for him shall on or before the 21<sup>st</sup> day of March 1878, enter into and acknowledge a bond before the Clerk of this Court, with security deemed

sufficient by said Clerk, in a penalty of at least \$2500. —, payable to the Commonwealth of Virginia, and conditioned to pay all such costs as may be awarded against the said Plaintiff and all such damages as shall be incurred in case the said injunction shall be dissolved, then the said injunction shall stand wholly dissolved as of this date.

And it appearing to the Court that there are two thousand or more rail road ties which have been cut and to which the said injunction applies, the Court doth order, by consent of the parties hereto, given without affecting the rights of any of said parties to their claims as asserted in this suit, that B. P. Doyall, who is hereby appointed for that purpose, do take possession of said lumber and sell the same to the best advantage, and after paying the expenses of cutting and selling said lumber, do return an account of the balance in his hands from said sale, to be subject to the future order of the Court.

Geo V Bond  
Judge of the

Mo. L. Rope & Co.

"

Drum Swamp Land

Co. Fother.

Order.

In vacation -

To be entered

Feb. 23. 1878

Geo. F. Blod.  
Judge

For consent to so much  
of the within as relates  
to the sale of lumber by  
B. P. Foyall.

Wm. W. Oed, atty.

White Hammett.  
atty.

Entered - Chy. order Book No. 1

p. 376-7

Mr. Geo. L. Roper, doing business as Geo. L. Roper & Co.

Sir: You will please take notice that ordered -  
Wednesday the 13th day of February 1878, at 11 o'clock  
a.m.; I shall move the Judge of the First Judicial  
Circuit (Hon. Geo. Mow), in chambers, at Norfolk,  
Va., to dissolve the injunction awarded by said  
Judge on the 10th day of January 1878, in a certain  
suit in Chancery now pending in the Circuit Court  
of Nansemond County, wherein you are the Plain-  
tiff and the Drimal Swamp Land Company, H.  
R. Fulson and R. H. Herring are defendants, at  
which time and place you can attend and pro-  
tect your interests.

February 4. 1878

Very truly,

Wm. W. Old,

Atty. for

Drimal Swamp Land Co.

Mo. L. Robert Co  
" 2  
The Drimal Swamp Land Co.  
to them.

Accepted service  
White & Garnett  
Counsel for plaintiff

Feb. 4, 1878

---

Mr John L. Roper

Take Notice, That we shall proceed on the 26<sup>th</sup> day of March, 1880.  
and between the rising and setting of the Sun, at the office of Walter  
Ford, 72 Main Street, Norfolk Va

to take the deposition of

B. P. Loyall & others

to be used as evidence in a certain suit now pending in the Circuit Court of the

County of Hansemond

in which you are plaintiff and Brand others are  
defendants. And if, from any cause, the said deposition should not be commenced  
on that day, or if commenced, be not concluded on that day, the taking of the same will be  
adjourned and continued from day to day, or from time to time, until the same shall be completed.

Orinial Swamp Land Co.

by Walter Ford,

attys.

6.<sup>30</sup> pm.

Feb 24<sup>th</sup> 1880.

Service Accepted  
White & Garnett,  
— u —

The Deposition of R. H. Nearing and others, taken in presence of a Notary Public hereto annexed, and adjournment by consent, before me George Loyall, a Notary Public for the City of Norfolk, at the Office of Walker, Old No 72 Main Street, on Monday the 5<sup>th</sup> day of April 1880 between the hours of 6 A.M. and 6 P.M., to be read as evidence on behalf of the Defendants in a certain suit now pending in the Circuit Court of Nansemond County, in which John L. Roper is Plaintiff and the Decimal Swamp Land Co. partners are defendants.  
Monday April 5 1880

Present. J. L. Barnett, counsel for Plaintiff  
" Wm. H. Old " " Defendants.

R. H. Nearing being first duly sworn deposes and says.  
1 Question What is your age, residence and occupation.

Answer Age 30 years, residence Nansemond County, and occupation farmer and lumber getter.

2 Question Are you the Agent of the Decimal Swamp Land Co.  
Answer Yes sir.

3 Question Please state, if you are acquainted with the lands of the Decimal Swamp Land Co.

Answer. Yes sir, with the Northwest Part of them I am very well acquainted.

4 Question Do you know where the Braund Ditch is.  
Answer Yes sir.

5 Question Do you know the lands on the East side of the Braund Ditch upon which B. P. Loyall, President of said Co. agreed to sell certain lumber to A. R. Fisk on or about October 24 1877.

Answer Yes Sir very well.

6 Question Please state if John L Roper & Co were at the time of said agreement cutting any timber up or near these lands on the South east side of the Braun Ditch and if Gulsorn's operations under the agreement made with him in any way interfered with the operations of said Roper & Co at that time.

Answer No, they were cutting on the Jerico Canal, they had cut on Braun Ditch but had finished cutting there and Gulsorn's operations did not interfere with Roper & Co at that time.

7 Question How far was Roper operating from the South east side of Braun Ditch at the time Gulsorn commenced cutting under his contract.

Answer About a mile and a quarter.

8 Question How long from the time that Gulsorn began to cut on the South east side of the Braun Ditch was it that Roper had ceased to operate there.

Answer. He had ceased cutting there a couple of months back.

9 Question Had he moved his teams, implements and machinery.

Answer He had moved his teams and two trucks but left two ~~teams~~ trucks; he had taken a part of the road away but had not finished taking it up.

10 Question What did he leave the trucks for?

Answer I suppose because he had no use for them. Mr Stewart the agent of J. L. Roper & Co told me there were three trucks there belonging to the Co and I supposed those were the

trucks left. They turned over the wheelbarrows and tackle fall belonging to the Co to me.

11 Question What did Mr Stewart say to you when he turned them over.

Answer. He said he wanted one to take charge of them for they were done.

12 Question How many hands did Mr Roper work in the Swamp after that.

Answer From fifteen to twenty.

13 Question Do you know how many acres the Co owns in the Swamp.

Answer I have understood forty even thousand acres.

14 Question How much land was it contemplated for Guilford to cut over under his contract.

Answer. It was to cut from the East side of Braun's lot to the Jerico Canal, bearing to Lake Brummond.

15 Question Was Mr Guilford to render regular accounts to you.

Answer Yes Sir.

16 Question Should these accounts have shown the character and kind of lumber cut.

Answer Yes Sir. I want to have inspected it all at the yard and I did inspect all he did cut.

Cross Examined by Mr Garnett.

1 Question Did you find out whether or not the trucks left on the land South east of Braun's lot belonged to Roper's Co: if so state where they were.

Answer No Sir I never found out who they belonged to.

2 Question State what kind of timber was cut by Mr Guilford.

and have much.

Answer Gumipetees on the cut alone, hundreds.

3 Question Do you know what became of these Gumipetees.

Answer Yes Sir; they were shipped along with a cargo of flax by A. R. Galsorn.

4 Question Were they shipped for account of the Company and what was their value.

Answer. Their value was five cents a tree on the stump, they were shipped on Galsorn's schooner but whether for himself for the Company I do not know; their market value at the time was thirty cents a tree, that is they sold for that in market.

5 Question When did N. C. Williams commence operations for John L. Roper & Co. and in what part of the Swamp.

Answer. He commenced about the time when permission was granted for when they stopped from cutting and he began on the Southwest side of Jerico Canal and on the West side of Brown Ditch.

6 Question Had John L. Roper been cutting on the Southwest side of Brown Ditch at all.

Answer No Sir they had not.

Re Examination by Mr. Old.

1 Question Please state what these trucks are of which you have spoken.

Answer They were trucks used for getting out lumber; iron wheels and wooden frame used on iron road, the frames are about 8 feet long.

2 Question Please describe the position of the Jerico Canal and the Brown Ditch.

Answer. The Jerico Canal runs due Southeast through the Company's land

from Shingle Creek to Lake Drummond. It runs in Southwesterly direction from Jerico Canal about five miles from Shingle Creek and the same distance from Lake Drummond.

And further this deponent says to wit.

R. L. Herring

The further taking of these depositions is adjourned till tomorrow at the same place.

George Loggall  
Notary Public

Tuesday April 6<sup>th</sup> 1880

The further taking of these depositions is adjourned by consent to Friday April 9<sup>th</sup> 1880

George Loggall  
Notary Public

Friday April 9 1880

Present. J. S. Garrett, counsel for Plaintiffs

" Wm. H. Old " " Defendants.

Benjamin P. Loggall, being first duly sworn deposes and says as follows:

1 Question What is your age, occupation and residence.

Answer. Age 47 years, occupation merchant, residence Norfolk.

2 Question Are you the President of the Acorn Swamp Land Co?

Answer. I am.

3 Question Were you the President of said Co at the time the contract marked Exhibit "A" filed with Plaintiffs Bill, dated May 1 1877, was made?

Answer. I was.

4. Question I see by examining a paper marked "Y," filed with the Answer of the De Smet Swamp Land Co in the cause and purporting to be a lease, dated April 15 1876, that there are certain lead pencil marks and erasures, please state first, what is the said paper marked "Exhibit Y" without said lead pencil marks and erasures, and second why the said marks and erasures are found therein.

[The Plaintiff by his counsel objects to this question and any evidence there given in reply tends, touching the said Exhibit Y, on the ground first that the said paper as shown by Defendant's answer, has nothing whatever to do with the present contract between the parties and second evidence is therefore irrelevant; and further that the Defendant has not laid the foundation for the testimony as to the handwriting sought to be introduced into the case; and further that such testimony by parole is inadmissible to explain or correct the present contract between the parties.]

Answer. This paper without the lead pencil marks and erasures is an indenture of lease made between the De Smet Swamp Land Co and J. R. Baird and John L. Roper, in tending to convey to them solely all rights and privileges appertaining to the paper itself; it is the original lease. The lead pencil marks and erasures appear for the purpose of framing an agreement or contract with the same parties at the expiration of this lease, which contract and agreement was intended to be different materially in meaning and intent.

5 Question Is the contract or agreement to which you refer the contract of which exhibit "A" is a copy?

Answer. It is.

6 Question Who made the pencil marks and initials referred to in said exhibit "Y"?

Answer. To the best of my knowledge and belief I do.

7 Question I notice by a comparison of the said paper marked Y and a purporting to be an indenture of lease, with that marked "A" and purporting to be a contract or agreement that you changed the character of the agreement from a lease to a contract and that the word "exclusive" which appeared in the lease was stricken and does not appear anywhere in the contract dated May 11 1877, will you please state if this was intentional so as to change the character of the new instrument in those respects or not and if so why?

[The Plaintiff by his counsel objects to this question and any answer thereto, on the ground that the contract marked exhibit "A" must speak for itself and that parol testimony is inadmissible to explain or construe the same, and the intention of the party must be gathered from that instrument.]

Answer. It was most certainly so designed by me for the reason that, as the terms of the agreement as provided consisted of were entirely changed, the exclusive grant to the parties, must necessarily work to the detriment of the Company.

8 Question What revenue had the Company received under the lease

for one year ending April 15 1877, marked Exhibit "Y".  
Answer. Twenty seven hundred & seventy six  $\frac{85}{100}$  Dollars more  
or less.

9 Question. I noticed by an examination of that lease and comparing  
it with the copy, marked Exhibit "X", filed with the  
Answer of Daniel Swamp Land Co, that there is some  
change in its terms and there is a great difference in  
the amount agreed to be paid yearly, under the lease  
Exhibit "X" and that which you receive under Exhibit  
"Y", can you state what was the cause in this falling  
off in revenue?

Answer. It was because they did not work so many hands. I assume

10 Question. Did you have any means under that lease Exhibit "Y"  
of requiring Mr Roper to work any number of hands  
beyond what he might choose.

[The Plaintiff by his counsel objects to question No 9 and  
the answer thereto and question No 10 on the ground that  
such testimony is irrelevant and immaterial, the  
issues involved in this cause being simply the con-  
struction of the contract between the parties; and the  
deeds the same objection to be here noted to question  
8 and the answer thereto.]

Answer. None that I know of.

11 Question. I see that you authorized H. R. Fulkerson on October 24  
1877, to cut lumber on the Southeast side of the  
Brown Site, please state why you sold Mr Fulkerson  
this lumber.

Answer. I first thought of selling lumber to other parties ~~in the~~ <sup>there</sup>

Baird & Roper because the cash return of the first quarter's work, seemed much too small to be accounted for on the score of dull times and that it was the right and privilege of the Company to dispose of their lumber to other parties provided they did not materially interfere with or interrupt Baird & Roper in their work. The Company regarded Baird & Roper as their best and largest customers under agreement and I was particular in directing that G. R. Hudson should not work in that part of the Swamp where Baird & Roper were engaged to work.

12 Question Did you regard them as your only customers, that is that they had the exclusive right to cut lumber on your lands.

Answer I did not.

13 Question What was the income returned by Baird & Roper for the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> quarters of the year 1877. under their contract.

|        |                         |          |
|--------|-------------------------|----------|
| Answer | First quarter's returns | \$293.53 |
|        | Second " "              | 901.12   |
|        | Third " "               | 1,368.68 |
|        | Fourth " "              | 1,486.32 |

14 Question I would infer that after you commenced selling lumber to other parties Baird & Roper increased their operations, is that so?

Answer The amount of their returns increased.

15 Question Have they been kept up.

Answer No.

16 Question What were their returns for the year 1878.

Answer First Quarter —

\$685.70

Second "

485.88

Third "

505.48

Fourth "

1,207.93

17 Question What were their returns for 1879, so far as made

Answer First quarter

949.90

Second "

857.46

Third "

650.27

18 Question Did your agreement with Baird & Roper of May 1877, contemplate or include any lumber or timbers other than white cedar, spruce and cypress.

Answer It did not.

19 Question Did the said agreement have any specifications or prices for any other timbers?

Answer No it did not.

Cross Examination by Plaintiffs Counsel.

1 Question At what time did the question of controversy in this suit first arise.

Answer. In the Autumn of 1877.

2 Question Please state, if you recollect, how it arose?

Answer. In consequence of my agreeing to sell railroad ties to one Fulsom.

3 Question Had it not arisen before your agreement to sell to Fulsom.

Answer. No; I sold to Fulton in September but the paper dated October 24 1877, was given to Fulton at his request, as authority to him to move the trees he had cut; it is all the same transaction.

4 Question Please examine the letters dated respectively April 30 and May 1 1877, and state whether you wrote them. They are marked Exhibits (c) and (d) and filed in the record of this suit.

Answer. I wrote them both.

5 Question Are they in response to two letters, dated respectively April 17 and May 1 1877, written to you by David Roper, filed in copies of which are filed in the record and marked Exhibits (a) and (b).

Answer. I cannot recollect.

6 Question Do you think you have among the papers of your company the originals of the two last mentioned copies.

Answer. I believe I have all communications addressed to the Desmet Swamp Land Co for the last ten years and previously.

7 Question Will you produce the originals of these two copies, that they maybe here filed or used on the trial of this cause or compare with the copies.

Answer. Certainly but I desire to retain the originals and will let the Notary compare the copies and certify to their correctness.

8 Question Has the agreement Exhibit A filed with Plaintiffs Bill, drawn up and executed in pursuance of the terms and in accordance with the specifications as

as to facts, contained in a letter of David S. Roper  
addressed to you, bearing date April 17 1877.

Answer. It was, except where they differ on their face.

9 Question Did you inform Mr Roper that your company prepared  
to make the lease for three years instead of five; and  
how was the term extended to five.

Answer. I did and to the best of my knowledge on the belief it  
was extended by the preference expressed by David  
Roper.

10 Question Please state whether the pencil marks on the answers  
testified to by you in connection with Exhibit "J"  
were made by you personally therein; if so the Plaintiff  
without waiving his objection to question No 4, exam-  
ination in chief desires you to state when and where  
they were so made.

Answer. They were made by me at my place of business, per-  
sonalizing the negotiations with David Roper for the new  
contract.

11 Question Were they made for the purpose of giving a rough  
draft for someone to prepare an agreement they and  
were they strictly copied in any such agreement?

Answer. Yes I think they were.

12 Question Was Exhibit "J" with the pencil marks on the answers  
therein made by you, submitted by you to David  
Roper for their examination?

Answer. I presume that they would not sign a contract  
with me examining its contents and understanding  
its meaning and intent.

13 Question Same question repeated by plaintiffs counsel.  
Answer I don't remember.

Retestification by Mr Old

1 Question Did you ever offer to submit the matter in controversy in this suit, to arbitration, and if so, please look at letter marked Exhibit No 2 and state if it is a copy of a letter you wrote offering to submit to arbitration the said matters.

Answer I did so distinctly and it is a copy.

2 Question What was the result of your offer to submit to arbitration.

Answer To the best of my knowledge and belief I had no response.

And further the deponent says nothing.

P. P. Loyall

I hereby certify that the witness P. P. Loyall, has produced the originals of the two copies of letters, dated respectively April 17<sup>th</sup> and May 11 1877, addressed by Baird & Koser to him as President here, and referred to in the 5<sup>th</sup> question of his cross examination, and that I have compared the said originals with the copies filed as Exhibits (a) & (b) and find that they agree in every particular, except that the word "thousands" on the 4<sup>th</sup> page of Copy (a) should be "hundreds" as it is in the originals.

George Loyall.

Notary Public.

State of Virginia  
City of Norfolk, to wit:

I, George Loyall, a Notary Public  
in and for the City and State aforesaid, do hereby  
certify that the foregoing depositions were duly  
taken, subscribed and sworn to before me at the  
time and place stated therein.

Given under my hand this 10<sup>th</sup> day of April 1880

George Loyall  
Notary Public.

Notary's fee \$5 }  
charges to Defts: }  
G. L. N. P. }

John A. Roper  
vs John Chancery,  
Sisima Swamp Land Co.

Depositions R. A. Roper  
— and B. P. Loyall.

To the Dismal  
Swamp Land Co, and W. W. Old, their Attorney:

**Take Notice,** That we shall proceed on the 11<sup>th</sup> day of October  
1880 and between the rising and setting of the sun, at the office of  
White Hammett, 114 Main St, Norfolk - Va.  
to take the deposition of

John L. Roper & Co, and others  
to be read as evidence in the suit now depending in the Circuit Court of the

County of Gloucester  
in which John L. Roper & Co, are plaintiffs and you:

are defendants. And if, from any cause, the said deposition should not be commenced on that day, or if commenced, be not concluded on that day, the taking of the same will be adjourned and continued from day to day, or from time to time, at the same place and between the same hours, until the same shall be completed.

John L. Roper & Co.  
by White Hammett  
their attorneys

John L. Roper & Co

or }

Diemal Swamp

Land Company

Notice to

Jack Knowles, owner  
of this place, this octo.

7<sup>th</sup> 1880

Wm. L. Oed

attys.

for  
4.30 pm

The deposition of John L. Roper  
taken before me William A. Baker  
a Commissioner in Chancery for the Cir-  
cuit Court of the City of Norfolk  
at the said City of Norfolk this 11<sup>th</sup>  
day of October 1880, pursuant to  
the annexed notice, to be read as  
evidence on behalf of the plaintiffs  
in a certain Suit in Equity, pending  
in the Circuit Court of the County  
of Hanover and Virginia, wherein  
John L. Roper & Co. are plaintiffs  
and The Dismal Swamp Land  
Company and others, are defen-  
dants.

Present J. S. Garnett Jr. of Counsel  
for the plaintiffs

" W. W. Old for the defendants.

John L. Roper a witness of legal  
age, being first duly sworn, de-  
poses and says as follows, to wit:

1 Question. Are you the plaintiff in this  
Suit?  
A. I am.

2. Please examine Exhibit "G", filed with the defendants answer in this suit, and state, whether or not during your negotiation for the written contract or lease of the land of the defendant - Company and held by you, you ever saw or in any way had your attention called, to the pencil marks or intimation which now appear in Exhibit "G"?

A I have examined exhibit "G" and did never see or have my attention called to the pencil marks or intimation referred to -

3 Q. Please examine the paper now shown to you marked "Replication" and which was filed and read as an affidavit on the hearing of the motion to dissolve the injunction awarded you in this cause, and say, whether or not all the matters therein stated, are true and correct, and do you here re-affirm the same? -

4 A I motion objected to, because this mode of examination is improper

- alas

A. I have examined the paper in question; the facts therein stated are true and correct; and I re-affirm the statements therein made.

4 Q. Look at Exhibits "a" and "b" filed with the said affidavit in this suit, and say, whether the same are true copies of letters addressed by you to the defendant Company?

A. I have examined them, and I believe them to be so.

5 Q. Look at exhibits "c" and "d" and say, what they are?

A. They are letters from the President of the Dismal <sup>Swamp</sup> Land Company ~~concerning~~ as to exhibit "d" accepting a proposition for the lease of their timber lands and as exhibit c, ~~proposing~~ proposing a reply to a proposition from Baird & Prober.

6 Q. Did you propose in your letter of April 17. 1877 to renew the lease (then nearly expired) of the Company's lands?

A. I did.

7. Q. Was the present agreement being Exhibit A filed with your bill

in this suit, the refusal of their proposition?

A. It was.

8.

Q. Did you intend to make any alteration of the meaning and effect of the preceding leases made by you, except as to the mode & measure of payment, and the kind, quality, and dimensions of timber?

Answer: I objected to 1<sup>st</sup> because it is leading; and 2<sup>nd</sup> because the Courtship, Exhibit A, shows speaks for itself, as to the intention of the parties -

A. I did not.

9.

Q. State briefly your reasons for making the lease exhibit A?

A. It was mainly to continue the sale of the timber - preventing others from working in, and coming in competition with us -

10

Q. State how the interference by the defendant-company with your work in their swamp, as complained of in your bill, affects your trade and business? -

a. It brings other parties in competition with us in the sale of lumber, and might interfere with our right of way through ditches.

11 Q. Was the timber cut by H. R. Holson cut near where you were working and was it such timber as you were getting?

a. I can say how near we were working there at that time - the Cedar timber cut by him, was such as we were cutting - by saying Cedar, I mean Juniper - Since Holson was stopped by injunction, we have cut timber where he was cutting - or in the same vicinity.

12 Q. When did this dispute between you and the Company arise?

a. I think about the 1<sup>st</sup> of September 1877. The matter was brought to my notice by a letter from J. C. Lynch ~~to~~ which letter is filed with the papers in this suit, Exhibit "c"

13. Q. State your returns and payments of money to the defendant Company for

the last quarter of 1879 and for  
the year 1880, up to October or  
as far as made - ?

A. The 4<sup>th</sup> Quarter of 1879 \$857. 46  
and the 1<sup>st</sup> Quarter of 1880. 650. 27  
2<sup>nd</sup> Quarter 1880 1767. 47  
3<sup>rd</sup> Quarter 1880. 892. 03

14 Q. Is the value of these timber  
lands of the Company increasing,  
or decreasing annually - ?

A. Decreasing as they are being  
cut.

15 Q. How many years have you  
you been cutting timber from  
them? -

A. About nine and a half years  
I think.

16 Q. Can you state how much mo-  
ney in all up to date you have  
paid the defendants Company <sup>therefor?</sup>

Question objected to, because  
it is irrelevant to the matters in  
issue, in this cause.

A. From \$72,000.<sup>00</sup> to \$75,000.<sup>00</sup>, besides  
their taxes for six years - they were  
\$500 to \$600 per year.

17 Q. What governs the amount of work

1  
You now do on these lands?

a. The demand of the market for such timber.

1  
Brief Examined by W. W. Red Exp

2 Are the lands of the Dismal Swamp Land Company, the only lands from which you have been cutting timber or white Cedar since May 1<sup>st</sup> 1897?

a. They are not.

2 From what other lands have you been cutting such timber during that period? -

Question objected to, upon the ground irrelevancy and immateriality

a. From lands owned by one person in different sections of the Dismal

2 What proportion of the timber or white Cedar which you have cut since May 1897 - Have you cut from the lands of the Dismal Swamp Land Company?

Objected to upon the same grounds above stated by plaintiff  
On self irrelevancy, and immateriality  
By.

a I am unable to state in what proportion.

4 Q. Do you think that the proportion is as much as one half objected for the reasons before stated.

a. I think not.

5 Q. Do you think it is as much as one fourth?

a. More than one fourth, I should think.

6 Q. What kind of ~~lumber~~<sup>timber</sup> were you authorized to cut from the said lands by your agreement Exhibit A? -

7 a. Spruce or Cedar and Cypress - There were no pines named for any other lumber.

8 Q. If I understand you then, this contract Exhibit A, contemplated that you should cut nothing but the spruce or Cedar, and Cypress? -

a. We so regarded it -

9 Q. Is there any other kind of timber on the lands of the DeWitt Swamp Company? -

a. I could not say from my own

Knowledge. I am told that there is some Poplar - There has been quite an amount of Pine Cut from there, in the last year or two, as I am informed -

10

Q. Are not the lands of the Dismal Swamp Land Company valuable for the Pine and Poplar and other timber such as you make Cud Wood of, as well as for Lumber and Cypress? -

A. I think not - There are some Poplar and some Pine, but from what I have understood they are not valuable.

11

Q. How old are the Lumber which you usually Cut - that is, How long does it take the Lumber to grow before it may be worked into Lumber? -

A. I have not the least idea -

12

Q. If I understand you, you claim that under the Contract Exhibit A, the Dismal Swamp Land Company, granted you the exclusive right to Cut the Lumber and Cypress on their land for the period mentioned therein -

and that you acquired this right for the purpose of controlling the lumber market in that line of lumber - Am I right?

A. Yes Sir:

13 Q. Please state, what Consideration you paid the Wilmot Swamp Land Company, for this exclusive privilege?

A. The Consideration named in the lease, is the only answer I can give -

14 Q. What lease?

A. The Lease Exhibit A.

15 Q. Does that Lease so called by you, mention any Consideration for any such exclusive privilege?

Objected to by Plaintiff's counsel on the ground that the said Lease speaks for itself, and must be construed by the Court, as written.

A. I find that it does not incorporate the word "exclusive". tho' it was intended to renew a lease with that condition in it.

16 Q. Did you read the said paper  
before you tipped it? -

a. I presume it did casually  
as to terms - Combining in the  
Management of ~~it~~ <sup>the original dividend</sup> ~~the~~ <sup>and Co</sup> following.  
the terms of a <sup>^</sup>lease of which,  
it was a renewal

17 Q. Is there any thing in that Con-  
tract Exhibit A, under your con-  
struction of it, which binds you  
to cut one stick of timber from  
the lands of the Original Swamp  
Land Company?

a. I believe not -

18 2. Did you so understand it  
when you signed it?

a I presume I did.

19 2. Did Mr. Folsom in any way in-  
terfere with your use of ditches,  
roads, or any of the herbage of  
the Original ~~Swamp~~ Land Com-  
pany, when he was operating  
on said Lands?

a. I think he had not commenced using the ditch when stopped. He certainly would have, if he had continued - And I think Complaints have been made by our

Agent in Charge. As to inter-  
ference in cutting timber he  
did, in cutting that which be-  
longed to us under our lease

20

Q. Please state, <sup>and why</sup> how you con-  
sider ~~and why~~ he cut tim-  
ber, which belonged to you  
under your contract?

A. From the fact that we had  
a lease giving us five years  
in which to cut the Cedar and  
Cypress timber on the said  
lands.

21

Q. Do you consider that your  
contract with the Company Ex-  
hibit A, was a contract to cut  
all the Juniper and Cypress  
timber on the said lands; and  
that you had five years in  
which to do it? -

A. Yes. It was chosen to do so and  
could have done so.

22

Q. You have stated that you  
have paid the Company the sum  
of \$70,000.00; Please state for what  
years, and how ~~these~~ payments  
were made?.

A. For the first five years to be paid \$12.000<sup>00</sup> per year and taxes; and for the year ending April 15. 1877 \$2776.<sup>85</sup> and taxes. The other payments have been made under the present Contract, and the amounts appear in Mr. Lyell's and my own depositions.

Re-examined by J. S. Garrison Jr.  
Esq.

Q. When you first leased the Company's land at \$12.000<sup>00</sup> per acre and taxes, at what price could you have purchased the timber estate therein?

Answer expected to, as irrelevant.

A. I am unable to say - tho' I have heard it valued, at \$60:000<sup>00</sup>

The Plaintiff's Counsel here desires to note his intention to introduce on the trial the Land books of Hancock County showing the Agreement of the said land.

The Counsel of the defendant reserves the right to object to the said Land books when offered.

as irrelevant.

2

Q. Would you under any circumstances, have made the lease Exhibit A if you had not believed that you were thereby securing the "exclusive" right to cut the timber and Cyprès on all of the said lands?

A. Certainly not.

Q. Did Mr. Loyall President or any of the Managers of the said Company, ever intimate to you during the time of the negotiations for said lease, that you were not to have the "exclusive" right to cut the said timber?

A. No Sir.

And further this deponent saith not.

John L. Kaper

State of Virginia  
City of Suffolk

I William J. Baker a  
Commissioner in Chancery for the Circuit  
Court of the City of Suffolk aforesaid,  
do hereby Certify that the foregoing  
deposition of John L. Roper was duly  
taken, sworn to, and subscribed be  
fore me at the time and place men  
tioned therein

Given under my hand this 11<sup>th</sup> day  
of October A. D. 1880

William J. Baker  
Commissioner in Chancery  
*W. J. Baker*

My fee for this  
Service  
H. J. 26

John L. Roper & Co

27

The Boston Swamph  
Land Company, Boston

Deposition

John L. Roper.

"Copy"

Norfolk, Va. Sept. 13 1877

Mess. Baird & Roper:

Norfolk.

Gentlemen: I Enclose herewith the Contract and Agreement, as requested by you. I have never had it recorded, as it was not legally necessary. If recorded, it must be done both in Norfolk & Anson and Counties.

Inasmuch as a disagreement as to the meaning and intent of the Contract has arisen, and the instrument itself prescribes the mode of adjustment, I am prepared to submit the matter to arbitration, and rely upon you to meet me in an equitable adherence to such mode.

Yours off: Servt.;

R. P. Lozall.

Presdt. S. S. L. Co.

Letter No. 2.

*[Faint, illegible handwriting is visible across both pages of the manuscript.]*

"Copy."

OFFICE OF  
TAYLOR & LLOYD.

David & Roper  
Manufacturers &c -

Norfolk, Va. Jan. 187

Dr. L. L. L. Esq.  
Presdt. D. S. & Co.

Dear Sir: Your note of the  
date has just been read, and in reply  
I have to say that I have no objection  
to Mr. Fulson removing from the Compa-  
ny's land the Poplar lumber already  
cut, but do not wish that such  
permission shall be construed into  
a concession that he or the Company  
has the right to cut or remove  
any kind of lumber from the  
Company's Swamp without the  
permission of those holding  
under the lease from the Company  
to David & Roper.

Very Resp<sup>tly</sup> yours &c  
John V. Roper

21 22  
Letter No. 1.