

1921-015
Nansemond Co (Suffolk) Chancery Causes: Ellenor D Howell, infant et al vs Camp Manufacturing Co]

SAVAGE & LAWRENCE
236 GRANBY STREET

TOY D. SAVAGE
JULIAN S. LAWRENCE

NORFOLK, VA.

November 10th, 1920.

Judge James L. McLemore,
Suffolk, Virginia.

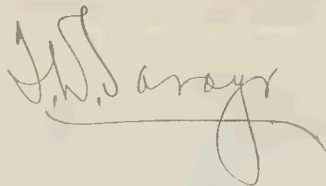
My dear Judge:

I enclose herewith answer in the case of Ellenor D. Howell, et als, v. Camp Manufacturing Company, together with decree filing same, which I will thank you to enter and hand the papers to the Clerk. I am sending copy of the answer, which is asked to be treated as a cross bill, to Mr. S. E. Everett, counsel for Plaintiffs.

.If, under the provisions of the new Code, this decree is not necessary or proper, you can ignore it and simply hand the answer to the Clerk to be filed. Frankly, the new Code is, to me, a little confusing and I do not know whether the answer can be filed as a matter of right at any time within six months, or whether a decree filing it is proper, altho entered as of course.

With assurances of my kindest personal regards, I am

Sincerely yours,



S.

Know All Men by These Presents, That we,.....

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Two Thousand*.....Dollars to the payment whereof, well and truly to be made to the Commonwealth of Virginia, we bind ourselves, our heirs; executors, and administrators, jointly and severely, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of the office, post or trusts herein mentioned, with coupons detached from bonds of said State.

Sealed with our seals, and dated this day of.....in the year of our Lord one thousand nine hundred and....., and in the year of the Commonwealth.

In Testimony Whereof, the said.....has hereto set his hand and seal, and the said..... has caused its corporate name to be hereto signed and its corporate seal to be hereto affixed, this.....day of.....in the year of our Lord one thousand nine hundred and....., and in the.....year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound

Me. A. Howell.....(Seal)
.....(Seal)
.....(Seal)
.....(Seal)
.....(Seal)

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Nansemond, on the..... day of....., 192.....

The above bond was executed and acknowledged before me by the obligors to the same (the securit justifying), and ordered to be recorded.

Teste:

.....Clerk

To }

The Commonwealth

TO THE HONORABLE GEORGE E. BUNTING, CLERK OF THE CIRCUIT COURT
OF THE COUNTY OF HANSEMOND:

Ellenor D. Howell, Katherine H. Howell, and
Marion E. Howell, infants under the age of
twenty-one years, by Mills A. Howell, their
next friend, ... Complainants,
vs IN CHANCERY
Camp Manufacturing Company, a Corporation, ... Defendant

Please issue summons Third Monday (Second Rules) in September
1920.



p.q.

IN THE CIRCUIT COURT OF HANSEMOND COUNTY,
VIRGINIA.

.....
ELLENOR D. HOWELL, KATHARINE H. HOWELL
and MARION E. HOWELL, infants under
the age of 21 years, by MILLS A. HOWELL,
their next friend,

Complainants,

v.

CAMP MANUFACTURING COMPANY, a corporation,

Defendant.
.....

This day came Camp Manufacturing Company, by Counsel,
and prayed leave of Court to file its answer and cross bill in the above
entitled case, and leave being granted, the said answer and cross bill is
accordingly filed, and the Clerk of this Court is ordered to issue process
as prayed ~~thereby~~ *for therein*.

Ellen D. Howell et al.

v

Camp Manufacturing
Company

Deem filing return

29th
Enter Nov. 5th 1920.
J. L. McNamee

#5-kg. 311

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

Isle of Wight
TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON... Camp Manufacturing Company,
a corporation,

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... Third... Monday in... September, 1920, to answer... a... Bill in
Chancery, exhibited against... them
in the said Court by... Ellenor D. Howell, Katherine H. Howell and Marion E. Howell...
infants under the age of twenty-one years, by Mills A. Howell, their next friend

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this... 18th... day of
August... 1920... in the 145th year of the Commonwealth.

~~A copy—Teste~~

Teste:

Clerk.

Clerk.

Executed this 7th day of Aug. 1920. by delivering a true copy of the within process to *P. D. Leavitt -*
The Leving Pressidents of Leavitt Mfg & Co -

He of Mfg & Co -
in person, in the ~~County of Nansemond~~, State of Virginia.

P. G. Edwards Sheriff.
By J. L. Hancock Deput Sheriff

S.E. Everett p. q.

Ellenor D. Howell et als, infants
by Mills A. Howell, their next
friend

vs. } In Chancery.

Camp Manufacturing Company, ...
a corporation

19 20 ...
September Rules.
Third Monday.

NANSEMOND COUNTY COURT,

Process Book, No 3

Page 138

CHANCERY SUMMONS

The Commonwealth of Virginia.

TO THE SHERIFF OF NANSEMOND COUNTY---GREETING:

You are Hereby Commanded to Summon Ellenor D. Howell, Katharine H. Howell, Marion E. Howell, infants under the age of twenty-one years and Mills A. Howell

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 December, 1940 answer a Bill in Chancery, exhibited against them in the said Court by Camp Manufacturing Company, a corporation,

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this 23rd day of November, 1940, in the 145th year of the Commonwealth

A Copy---Teste:

Clerk

Teste:

Clerk

Executed this _____ day of _____, 191____ by delivering a true copy of the with-

in process to _____

Senior warden from bank accept this

December 1st, 1920.

Eleven O. Thure, Washington H. Thure, Gustav H. Thure
in person, in the County of Nansemond State of Virginia

Wifely of their Guardian ad litem

Sheriff

p. q.

Camp Inger Co. Inc

vs. } In Chancery

Elmer D. Thure et al

1920

December Rules

First Monday.

NANSEMOND COUNTY COURT

Process Book, No _____

Page _____

E. J. Pante's Sheriff

Dec 2 1920

Know All Men by These Presents, That we,.....

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of one thousand Dollars to the payment whereof, well and truly to be made to the Commonwealth of Virginia, we bind ourselves, our heirs; executors, and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of the office, post or trusts herein mentioned, with coupons detached from bonds of said State.

Sealed with our seals, and dated this 18th day of August in the year of our Lord one thousand nine hundred and twenty, and in the 145th year of the Commonwealth.

In Testimony Whereof, the said..... has hereto set his hand and seal, and the said.....

..... has caused its corporate name to be hereto signed and its corporate seal to be hereto affixed, this..... day of..... in the year of our Lord one thousand nine hundred and....., and in the..... year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound ~~whereas an injunction is awarded against the defendant, Camp Manuract-~~uring Company, a corporation, in a bill in chancery filed this day in the Circuit Court of Nansemond County, Virginia, in the cause between Ellenor D. Howell et als, infants, by Mills A. Howell their next friend, complainants and Camp Manufacturing Company, a corporation, Defendants, enjoining them, their agents, employees and all others from cutting and removing or in any way interfering with the timber mentioned in the complainants bill on that certain tract of land situate, lying and being in Holy Neck Magisterial District, Nansemond County, Virginia, adjoining the lands of J. Hutson Howell and Everett Howell, and containing One Hundred and Thirty acres, more or less This injunction shall expire on the 1st day of November, 1920, unless sooner dissolved or enlarged by this Court, But before this injunction shall take effect, the said Ellenor D. Howell, et als. or some one for them, shall enter into bond before the Clerk of this Court, with surety to be approved by said Clerk, in the penalty of \$2000.00, to pay all such costs as may be awarded against them and all such damages as may be incurred in case this injunction shall be dissolved

M. A. Howell (Seal)
Samuel C. Howell (Seal)
..... (Seal)
..... (Seal)
..... (Seal)

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Nansemond, on the 18th day of August, 1920.....

The above bond was executed and acknowledged before me by the obligors to the same (the security ^{approved} justifying), and ordered to be recorded.

Teste:

W. B. Smith Clerk

To }

The Commonwealth

VIRGINIA.

Ellenor D.Howell, Katherine H.Howell, and Marion
E.Howell, infants under the age of twenty-one
years, by Mills A.Howell, their next friend, ...Complainants
vs.
Camp Manufacturing Company, a corporation, ... Defendants

On motion of the Complainants, Ellenor D.Howell, Katherine
H.Howell, and Marion E.Howell, infants under the age of twenty-one
years, by their next friend, Mills A.Howell, an injunction is
awarded, enjoining and restraining the said defendant, the Camp
Manufacturing Company, a corporation, its agents, employees, and
all others, from cutting and removing, or in any way interfering
with the timber mentioned in the complainants' bill on that cer-
tain tract of land situate, lying and being in Holy Neck Magister-
ial District, Nansemond County, Virginia, adjoining the lands of
J.Hutson Howell and Everett Howell, and containing One Hundred and

Thirty (130) acres, more or less, *and more particularly described in the deed
of July 6, 1908, recorded in D.B. 66, P. 96 from Mills & Howell and wife to Mills & Howell*
This injunction shall expire on the 1st day of November

1920, unless sooner dissolved, or enlarged by this Court.

But before this injunction shall take effect, the said com-
plainants, or someone for them, shall enter into bond before the
Clerk of this Court, with surety to be approved by the said Clerk,
in the penalty of \$ 2000, to pay all such costs as may be
awarded against them, and all such damages as may be incurred in
case the injunction shall be dissolved.

James L. McLemore, Judge

Judge.

To the Clerk of the Circuit Court
of Nansemond County.

I, G. E. Bunting, Clerk of the Circuit Court of Nansemond County, do hereby
certify that the bond required in the above order has been given.

August 18, 1920.

G. E. Bunting
-----Clerk

Original

The defendant not being
found in the County of
Nansemond, and there being
no person other than an
agent of the said defendant
there on whose information
could be served,

I executed the within
information this 18 day
of August 1920 by serving
a true copy thereof on
G. M. Gardner, Agent
for the said defendant
in my County of
Nansemond, where in
he resides and has his
place of business

E. B. Rawls Sheriff

Virginia.

Ellenor D.Howell,Katherine H.Howell and Marion E.Howell,infants under the age
of twenty-one years,by Mills A.Howell,their next friend Complainants.
v.

Camp Manufacturing Company, a corporation, Defendants.

On motion of the Complainants, Ellenor D. Howell, Katherine H. Howell and Marion E. Howell, infants under the age of twenty-one years, by their next friend, an Mills A. Howell, injunction is awarded, enjoining and restraining the said defendant, the Camp Manufacturing Company, a corporation, its agents, employees and all others, from cutting and removing, or in any way interfering with the timber mentioned in the complainant's bill on that certain tract of land situate, lying and being in Holy Neck Magisterial District, Nansemond County, Virginia, adjoining the lands of J. Hutson Howell and Everett Howell, and containing One Hundred and Thirty (130) acres, more or less, and more particular described in the deed of July 6, 1908, recorded in D.B. 66, pg. 98 from Mills E. Howell & wife to Mills A. Howell.

This injunction shall expire on the 1st day of November, 1920, unless sooner dissolved, or enlarged by this Court.

But before this injunction shall take effect, the said complainants, or someone for them, shall enter into bond before the Clerk of this Court, with surety to be approved by the said Clerk, in the penalty of \$2000.00, to pay all such costs as ^{may} be awarded against them, and all such damages as may be incurred in case the the injunction shall be dissolved.

A true copy:

James L. McLeMore, Judge.

Teste : Edmund Clerk,

I, G. E. Bunting, Clerk of the Circuit Court of Mansemond County, Virginia, do hereby certify that the bond required in the above injunction order, has been given with security approved by me.

August 18, 1920

-----Clerk

Executed this 27 day of Aug-1920- by delivering
a true copy of the within process to
P. D. Camp in person, ~~he~~ being President
of the Camp Mfg & Co. Isle of Wight Co.

R. A. Edwards Sheriff
By J. L. Havens Deput Sheriff

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

-----	:
Ellenor D.Howell, et als,	:
	:
Complainants,	:
v.	:
	:
Camp Manufacturing Company,	:
a corporation,	:
	:
Defendant.	:
-----	:

This cause came on this day to be again heard upon the papers formerly read, and upon the motion of complainants for an enlargement of the injunction granted herein on the 18th day of August, 1920, and heretofore enlarged, and was argued by counsel.

Upon consideration whereof, it appearing to the Court that notice of this motion for an enlargement of the injunction heretofore granted has been given to the defendant, and it further appearing to the Court from a statement of counsel for complainants that the taking of depositions cannot be completed and the case made ready for hearing on its merits prior to the expiration of the injunction order heretofore granted;

The Court doth adjudge, order and decree that the injunction heretofore granted in this cause, on the 18th day of August, 1920, and subsequently enlarged, be, and the same hereby is continued in force and effect until the further order of this Court.

IN THE CIRCUIT COURT OF
NANSEMOND COUNTY,
VIRGINIA.

Ellenor D. Howell, et als,
Complainants,

v.

Camp Manufacturing Company,
a corporation,

Defendant.

DECREE

*64
Curtis May 10 1921
Jas. L. M. Savage*

low how see this Decm.

*Savage, Lawrence
attys for Camp Mfg. Co.
#5-317*

SAVAGE & LAWRENCE
NORFOLK, VIRGINIA

SAVAGE & LAWRENCE
236 GRANBY STREET

TOY D. SAVAGE
JULIAN S. LAWRENCE

NORFOLK, VA.

October 28th, 1920.

S. E. Everett, Esq.,
Suffolk, Virginia.

My dear Mr. Everett:

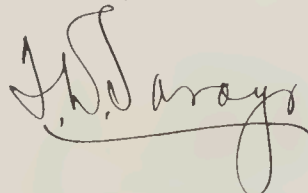
Acknowledging your favor of the
27th with enclosure.

Pursuant to your permission, I
have taken the liberty of redrafting the order
which you enclosed, and beg to return to you here-
with the order redrafted which I have endorsed as
having seen so that the court may know proper
notice of your motion to enlarge was given.

Under the circumstances, consider-
ing the pending effort to adjust this case, we
have no objections to the order being entered,
but rather naturally we do not like to formally
consent to being enjoined. You can show this
letter to the Judge if you see fit.

You will note that in the decree
no reference is made to the continuance of the
bond, because I understand the bond continues
by virtue of its terms until the injunction is
dissolved or made permanent.

Yours very truly,



S.

This decree will have to be entered before the first day
of November, as the injunction expires on that day.



IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

ELLENOR D. FOWELL, et als,	:
	:
Complainant	:
	:
v.	:
	:
CAMP MANUFACTURING COMPANY, a	:
corporation,	:
	:
Defendant.	:

This cause came on this day to be again heard upon the papers formerly read and upon motion of complainants for an enlargement of the injunction granted herein on the 18th day of August, 1920, and was argued by counsel.

Upon consideration whereof, it appearing to the court that notice of the motion for an enlargement of the injunction heretofore granted has been given to the defendant, and that the defendant has not answered or plead to the bill of complaint filed herein; and it further appearing to the court from statement of counsel that the taking of depositions cannot be completed and the case made ready for hearing on its merits prior to the expiration of the injunction order heretofore granted.

The Court doth adjudge, order and decree that the injunction heretofore granted in this cause, on the 18th day of August, 1920, be, and the same is hereby continued in force and effect until the 10th day of January, 1921, unless sooner dissolved or enlarged by this court.

6
Cutter Octo 30. 1920
J. L. McQuinn

5- pg. 306

VIRGINIA.

Ellenor D.Howell, Katherine H.Howell, and Marion
E.Howell, infants under the age of twenty-one
years, by Mills A.Howell, their next friend, ...Complainants
vs.
Camp Manufacturing Company, a corporation, ... Defendants

On motion of the Complainants, Ellenor D.Howell, Katherine
H.Howell, and Marion E.Howell, infants under the age of twenty-one
years , by their next friend, Mills A.Howell, an injunction is
awarded, enjoining and restraining the said defendant, the Camp
Manufacturing Company, a corporation, its agents, employees, and
all others, from cutting and removing, or in any way interfering
with the timber mentioned in the complainants' bill on that cer-
tain tract of land situate, lying and being in Holy Neck Magister-
ial District, Nansemond County, Virginia, adjoining the lands of
J.Hutson Howell and Everett Howell, and containing One Hundred and

Thirty (130) acres, more or less, and more particularly described in the
deed of July 6, 1908, recorded in S.B. 66. p 98 from Mills S. Hamilton to Mills A. Howell.
This injunction shall expire on the 1st day of November

1920, unless sooner dissolved, or enlarged by this Court.

But before this injunction shall take effect, the said com-
plainants, or someone for them, shall enter into bond before the
Clerk of this Court, with surety to be approved by the said Clerk,
in the penalty of \$ 2000 , to pay all such costs as may be
awarded against them, and all such damages as may be incurred in
case the injunction shall be dissolved.

Judge.

To the Clerk of the Circuit Court
of Nansemond County.

Ellenor D. Howell, et als

vs. INJUNCTION

Camp Mfg. Co., corp.,

Enter this 18th day of

August, 1920

Jas. S. McShane

Entered in Chancery

Order Book, No. 61

Page No. 290

1st deed

THIS DEED, Made this 1st day of February 1901, between, Asenath C. Howell and Mills E. Howell, her husband, of the County of Nansemond, State of Virginia, parties of the first part and Camp Manufacturing Company, a corporation of Isle of Wight County, Virginia, party of the second part, WITNESSETH: That for and in consideration of the sum of twenty five hundred dollars cash, at and before the signing, sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in further consideration of the sum of one & 25/100 dollars per thousand feet for all the standing timber on the lands hereinafter described in excess of two million feet, payable at the time it is cut and according to measurements made by a competent inspector mutually agreed upon, and on the 15th day of each month for all timber delivered during the preceding month, but said sum of \$2500.00 shall be in full if said timber does not exceed two million feet. The said parties of the first part hereby grant, bargain, sell and convey in fee simple and with general warranty to the said party of the second part, their assigns or successors, all the pine and poplar timber twelve inches in diameter across the tree stump, and larger at the time of cutting, on the following described land; that certain tract of land lying, and situate in Nansemond County, Virginia, bounded by the lands of J.P. Gay, Sam Howell, Wells Lawrence, and others, containing eleven hundred acres more or less save and except one acre which is reserved. Part of said land belongs to M.E. Howell and the balance thereof to Asenath C. Howell.

The said parties of the first part hereby covenant with the said party of the second part, its successors or assigns that they are seized of said timber in fee simple, that the same is free from all incumbrance whatever, that they will execute such further assurances as may be necessary to give a good and sufficient title to the said party of the second part for the said timber and that said party of the second part shall quietly use, enjoy and occupy the same under this contract.

It is agreed that the said party of the second part its assigns or successors shall have the right to erect such buildings on said land as they see fit, and to build use and operate railroads, tramways or bogy roads across the lands of the said parties of the first part, for the purpose of removing said timber or anything else which they now or may hereafter, wish to carry over said railroads, tramways, etc., and they may use such material from said land along said roads, tramways, etc., as may be necessary or convenient to build and maintain the same on said land, and they shall have the right to remove the said buildings, railroads, tramways, etc., from said land within two years after ceasing to operate use or occupy said buildings, railroads, tramways, etc.. The said party of the second part its assigns or successors shall have five (5) years from the date

of this deed in which to remove the timber herein conveyed from said land, and if they shall fail to remove said timber in said time, they may have five (5) years further time in which to remove the same; provided however that they pay interest to the said parties of the first part or their assigns at the rate of six per cent per annum on the amount of the purchase price, above mentioned, from the expiration of the said first five (5) years until they remove the said timber. And the parties of the first part shall pay all levies, taxes, assessments and dues upon said land or timber, until the said timber shall be removed. And said party of the second part agrees to pay said party of the first part the sum of \$25.00 for each year said railroad or tramway is used for hauling the timber of others than the said party of the first part exclusively. Witness the following signatures and seals.

Witness as to Mills E. Howell

F.W. Rose

Asenath C. Howell, (SEAL)
his
Mills E. X Howell, (SEAL)
mark

STATE OF VIRGINIA,

County of Southampton,

I, L.R. Edwards, a Notary Public for the county aforesaid, in the state of Virginia, do certify that Asenath C. Howell & Mills E. Howell, whose name is (are) signed to the writing above, bearing date on the 1st day of February, 1901, have acknowledged the same before me in my county aforesaid.

Given under my hand this 1st day of February, 1901.

L.R. Edwards, Notary Public.

VIRGINIA:

In the Clerk's Office of Nansemond County Court the 5th day of February, 1901, this Timber Contract was presented and with the certificate annexed, admitted to record. The amount of two dollars and fifty cents in revenue stamps affixed and cancelled.

Teste: R.R. Smith, Clerk.

A true copy made this 14th day of October, 1921.

See deed Book No. 47, page 514.

Attest: G.E. Bunting, Clerk.

By, Ruby Bunting D.C.

Exhibit

"A"

THIS Indenture, made and executed this 6th day of July, 1908; between Mills E. Howell and Asenith, his wife, of the County of Nansemond, in the State of Virginia, of the first part, and Mills A. Howell of the County and State aforesaid, of the second part-

WITNESSETH: That the said Mills E. Howell and Asenith his wife, for and in consideration of the love and esteem they have for their son the said Mills A. Howell, they do hereby loan the lands and plantation formerly belonging to Abram Howell (deceased) to the said Mills A. Howell during his life, and if he should die before leaving an heir lawfully begotten of his own body, then and in that event the said lands and plantation ~~xxx~~ shall belong to the estate of the said Mills E. Howell and Asenith his wife, to be given as the residue of ~~his~~ ^{their} estate, the said lands is situated, lying and being in Holy Neck Magisterial District, Nansemond County Va., adjoining the lands of J. Hutson Howell and Everette J. Howell, containing one hundred and thirty acres, more or less. This loan is given with the express understanding and agreement that the said Mills A. Howell shall accept this as his whole share in the real estate of the said Mills E. Howell and Asenith his wife, to have and to hold the same, together with all and singular the appurtenances belonging thereunto during his life, or until he has an heir lawfully begotten of his own body, then in that event his heirs shall have said property in fee simple. Witness the following signatures and seals.

Mills (his mark) E. Howell (SEAL)
Asenith Howell. (Seal)

Virginia, Nansemond County, to wit:

I, W. H. Jones, a Justice of the Peace in and for the County aforesaid, in the State of Virginia, do certify that Mills E. Howell and Asenith his wife, whose names are signed to the writing hereto annexed, bearing date the 6th day of July, 1908, have acknowledged the same before me in my county aforesaid.

Given under my hand this 7th day of July, 1908.

W. H. Jones, J. P.

Virginia:

In the office of the Clerk of the Circuit Court of Nansemond County the 18th day of July, 1908:

This deed was presented, and, with the certificate annexed, admitted to record.

Teste:

R. R. Smith, Clerk,
By H. M. Watkins, D. C.

Attest: *W. H. Jones*
Clerk

Exhibit "B"

THIS DEED, Made this 24th day of August, 1910, between Asenath C. Howell, individually, and as the wife of Mills E. Howell, Mills E. Howell, individually, and as the husband of Asenath C. Howell, Mills A. Howell, Hutson J. Howell, and Anna W. Howell, his wife, all of Nansemond County, Virginia, parties of the first part and Camp Manufacturing Company, a corporation, (hereinafter for convenience called "Company") of Isle of Wight County, Virginia, party of the second part;

WHEREAS, by deed dated the first day of February, 1901, the said Asenath C. Howell and Mills E. Howell conveyed certain standing timber, therein described, located upon a tract of land in Nansemond County, Virginia, to said Company, which deed is recorded in the Clerk's Office of Nansemond County, Virginia, in D Deed Book 47, page 514, together with certain rights, privileges, licenses and easements, therein set forth and,

WHEREAS, since said conveyance, portions of said tract of land, therein described, have been conveyed by said Asenath C. and Mills E. Howell to their children, Mills A. Howell and Hutson J. Howell, and a portion of said land to E. J. Howell before said conveyance, and WHEREAS, the time prescribed in the said conveyance within which said timber shall be cut and removed, will expire on the first day of February, 1911, and the said Company desires further time in which to cut and remove the said timber; and,

WHEREAS, the said parties of the first part are the owners of all the said tract of land, with the exception of about 190 acres of same, which was conveyed as aforesaid, to the said Everett J. Howell, and have agreed with the said Company for an extension of time in which to cut and remove the said timber, and have also agreed to sell said Company additional timber located upon the said tract of land now owned by them, and have further agreed upon a more specific definition of the rights, privileges, licenses and easements, to be exercised by said Company upon the said tract of land, and for what period:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in consideration of the above premises, and of the sum of Two Thousand (\$2,000.00) Dollars, One Thousand Dollars (\$1,000.00) of which to them in hand paid, at and before the signing, sealing and delivering of these presents, the receipt whereof is hereby acknowledged, and One Thousand Dollars (\$1,000.00) evidenced by note for said amount, payable ninety days after date of this deed, with six per cent per annum interest thereon, and for the further consideration, upon contingencies hereinafter named, the said parties of the first part hereby grant, bargain, sell and convey unto the said party of the second part, Camp Manufacturing Co

Company, its assigns or successors, in fee simple and with general warranty, all of the pine, poplar and gum timber, now standing, growing, lying or being upon a certain tract or parcel of land, in Nansemond County, Virginia, containing One Thousand acres, more or less, and bounded on the South by the County Road, leading from "Factory Hill Fork" to Cherry Grove; and the lands of John Hunter, Margatette Hunter and Thomas Hunter; on the west by the lands of John Davidson, Wells Lawrence and W.B.Ferguson and Council Tract; on the north by the land of Tom Beale farm, and E.F.Howell and D.A.Holland and on the east by the lands of Anderson Wiggins, John Boone, William Boone and Jack Sumner it being the tract of land upon which the parties ^{of the first part} reside, and the same tract of land that was described in the said deed of February 1st, 1901, above referred to, except about 190 acres thereof, which was conveyed by said Asenath C. and Mills E.Howell to Everett J.Howell, the timber upon the portion thus conveyed to Everett J.Howell not being included in this conveyance; It is understood that the timber above conveyed covers that which has already been conveyed to, or is now owned by the said Company, subject to time limit for cutting; provided however, that none of said timber shall be cut and removed from said land which shall measure, at the time of cutting, less than ten (10) inches in diameter across the tree stump, at a point eighteen (18) inches above the ground, and that after said timber shall have been cut over by the said Company, its assigns or successors, and all of the said timber that shall, at that time, be ten (10) inches in diameter and larger across the tree stump, at eighteen (18) inches above the ground, shall have been cut and removed, that the remainder of the said timber that shall, at that time, be smaller than said size, shall revert to the owner of the said land, upon which same is located; provided further, that the following timber is excepted entirely from this conveyance:

One acre for Mills E.Howell and Asenath C., his wife; one half acre for Hutson J.Howell, and one half acre for Mills A.Howell to be selected by said parties from the land owned by them and lines to be chopped around said reservations, provided, further, that the consideration above named is in payment for 2,791,000 feet, log measure, of the pine and poplar timber on said land, and 206,000 feet, log measure, of gum timber on said land, and that when the same shall be cut and removed, if there ^{is} be more of said timber upon said land than the amount above named, that the said Company shall pay to the said parties of the first part, jointly, to be divided among themselves, by agreement among ~~themselves~~

themselves, according to their respective interest, or to their personal representatives, the sum of Two Dollars (\$2.00) per thousand feet, log measure, for all the pine and poplar timber cut in excess of 2,791,000 feet, and the sum of One Dollar (\$1.00) per thousand feet for all of the gum timber cut from said land in excess of 206,000 feet, log measure; said timber as cut shall be measured according to Doyle's rule, log measure, by a competent log scaler, to be agreed upon by the parties to this deed, and one-half of his services paid for by the parties of the first part, and the other one-half by the party of the second part; or, if they fail to agree on one scaler, then each party ~~shall~~ shall have a right to have a log scaler, and shall pay same, and the two shall make joint reports to the parties of the first part and the party of the second part. Logs shall be measured or scaled at the point where they are assembled for shipment to the mill of the said Company.

It is further agreed that the party of the second part, its assigns or successors, shall have the right to erect such buildings on the said land as they see fit, and to build, use and operate railroads, tramways or bogy roads across the said land for the purpose of removing said timber, or anything else which they now, or may hereafter, wish to carry over said railroads, tramways, etc., and may use such material from said land along said roads, tramways, etc., as may be necessary or convenient to build and maintain the same on said land, and they shall have the right to remove all of the said buildings, railroads, tramways, etc., from the said land, ending Feb. 1st, 1921, and these rights, privileges, licenses and easements shall continue, in, and for the use and benefit of, the said party of the second part, its assigns or successors, until the first day of February, 1921, whether the said timber shall have been cut and removed before said time or not. It is agreed that the said party of the second part, its assigns or successors, shall have until the first day of February, 1921, in which to cut and remove the timber herein conveyed, from the said land, but it is further agreed that if the said timber shall not have been cut and removed from the said land on or after the first day of February, 1916, then the said party of the second part, its assigns or successors, shall a pay to the said parties of the first part, or to their personal representatives, jointly, the sum of One Hundred and Fifty Dollars (\$150.00) annually, *and to be divided by themselves, among themselves, according to their respective interests* after the first day of February, 1916, until the said party of the second part, its assign

or successors shall have completed the cutting and removing of the said timber from the said land, upon which completion the payment of said One Hundred and Fifty Dollars (\$150.00) per annum shall cease, and the said Company shall pay for the year in which the cutting is completed such proportionate part of the said One Hundred and Fifty Dollars (\$150.00) as the timber remains upon the said land for that year, the first annual payment of One Hundred and Fifty Dollars (\$150.00) to be made on or after the first day of February, 1917, upon demand from the parties entitled to same.

Any provisions in the said deed of February 1st, 1901, which is contrary to the above provisions in this deed, is hereby cancelled and annulled.

Said parties of the first part hereby covenant that they are seized of the above described timber, and rights, privileges, licenses and easements, in fee simple, and have a right to convey the same; that they have done no act to encumber the same, and that same is free from encumbrances, and that they will execute such other and further assurances of title as may be necessary.

Witness the following signatures and seals.

Witness: W.H. Jones,

Mills E. (his X Mark) Howell, (SEAL)

Asenath C. Howell, (SEAL)

Mills A. Howell, (SEAL)

Hutson J. Howell, (SEAL)

Anna W. Howell, (SEAL)

STATE OF VIRGINIA;

Nansemond County,

I, Willie H. Jones, a Justice of the Peace for the County aforesaid, in the State of Virginia do certify that Asenath C. Howell, Mills E. Howell and Mills A. Howell and Hutson J. Howell, whose names are signed to the writing above bearing date on the 24th day of August, 1910, have acknowledged the same before me, in my County aforesaid.

Given under my hand this 11th day of October, 1910.

Willie H. Jones, J.P.

STATE OF VIRGINIA,

Nansemond County, to-wit:

I, W.H.Jones, a Justice of the Peace, in and for the County aforesaid, in the State of Virginia, do certify that the interlineations on the 21st, 22nd and 23rd lines of this deed on the second page, relative to the boundaries were made after the signing, sealing and acknowledging this deed by the request and consent of the parties to same.

But on the fourth page, 19th and 20th lines, the words "within one year after ceasing to use same" were erased by Mrs Asenath C.Howell, and the words "ending February 1st, 1921" substituted after all parties had signed and acknowledged, except Mill E.Howell and Anna W.Howell, whose acknowledgments were taken after this last change, or the words "Ending February 1st, 1921" were substituted.

Given under my hand this 11th day of October, 1910.

W.H.Jones, Justice of the Peace.

STATE OF VIRGINIA,

County of Dinwiddie, to-wit:

I, D.E.Davis, a Justice of the Peace for the County aforesaid, in the State of Virginia, do certify that Anna W.Howell, whose name is signed to the writing above, bearing date on the 24th day of August, 1910, has acknowledged the same before me in my county aforesaid.

Given under my hand this 14th day of October, 1910.

D.E.Davis, (J.P.)

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County, the 24th day of October, 1910.

This deed was presented, and, with the certificates annexed, admitted to record.

Teste: R.R.Smith, Clerk.

By, A.L.Twitty, D.C.

A true copy;

Teste: J.B. Dwyer, Clerk

Recorded in Deed Book No. 70, Page 159

Exhibit "C"

THIS DEED, Made this 1st day of April, 1920, between Asenath C. Howell, individually and as the wife of Mills E. Howell, and Mills E. Howell individually and as the husband of Asenath C. Howell, of Nansemond County, Virginia, parties of the first part, and Camp Manufacturing Company, a corporation organized and existing under the laws of the State of Virginia, with its principal office in Isle of Wight County, Virginia, (herein after for convenience sometimes called Company) party of the second part;

WHEREAS, by deed dated the 1st day of February, 1901, the said Asenath C. Howell and Mills E. Howell conveyed certain standing timber, therein described, located upon that certain tract of land in Nansemond County, Virginia, herein-after described, to the said Company, which deed is recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 47, at page 514, together with certain rights, privileges, licenses and easements in connection with said timber therein set forth; and

WHEREAS, a portion of the said tract of land described in the said deed was conveyed by the said Asenath C. Howell and Mills E. Howell to Everett J. Howell their son, by deed dated the _____ day of _____ 1 _____, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in deed book 44, at page 113, and another portion of the said tract of land was conveyed by the said Asenath C. Howell and Mills E. Howell to Mills Abram Howell, their son, by deed dated the 6th day of July, 1908, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in deed book 66, at page 98, and a further portion of the said tract of land was conveyed by the said Asenath C. Howell and Mills E. Howell to Hutson J. Howell, their son by deed dated the 2nd day of January, 1907, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in deed book 63, at page 22; and

WHEREAS, by deed dated the 24th day of August, 1910, the said Asenath C. Howell and Mills E. Howell, together with Mills A. Howell and Hutson J. Howell and his wife, conveyed to the said company an extension of time in which to cut the said timber on the said tract of land, together with certain additional timber therein described and certain rights, privileges, licenses and easements therein described, which deed is recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in deed book 70, at page 159; and

WHEREAS, the time prescribed in the deed of extension dated 1910 within which

said timber shall be cut and removed will expire on the first day of February, 1921, and the said Company desires further time in which to cut and remove the said timber, and

WHEREAS, the said Asenath C. Howell, and Mills E. Howell, parties of the first part are now owners of the entire tract of land with the exception of the three tracts which were conveyed as aforesaid to Everett J. Howell, Mills Abram Howell and Hutson H. Howell, and have agreed with the said Company for an extension of time in which to cut and remove the said timber from that portion of the said tract which is now owned by the said parties of the first part, all as hereinafter set forth, and

WHEREAS, the said parties of the first part are the owners in fee-simple of that certain tract of land known as the "Sand Bank" tract of land hereinafter described, and have agreed to sell the same to the said Company in fee-simple;

PART ONE

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the above premises and of the sum of Ten Thousand Dollars (\$10,000.00) cash in hand paid at and before the signing, sealing and delivery of these presents, the receipt of which is hereby acknowledged, the said parties of the first part hereby grant, bargain, sell and convey unto the said Company, its assigns or successors, in fee-simple and with general warranty, all of the Pine, Poplar and Gum timber now standing growing, lying or being upon that certain tract of parcel of land in Nansemond County, Virginia, containing one thousand (1000) acres, more or less, and bounded on the South by the County road leading from "Factory Hill Fork" to Cherry Grove, and the lands of John Hunter, Margarette Hunter and Thomas Hunter, on the West by the lands of John Davidson, Wells Lawrence and W.B. Ferguson and by the Council tract, on the North by the lands of Tom Beale, E.T. Howell and D. A. Holland, and on the East by the lands of Anderson Wiggins, John Boone, William Boone, and Jack Sumner, it being the same tract of land upon which the parties of the first part reside and the same tract of land that was described in the said deed of February 1st, 1901, referred to in the premises of this instrument, excepting therefrom the three tracts which were conveyed to Everett J. Howell, Mills Abram Howell and Hutson J. Howell, as aforesaid, the timber upon the three portions thus conveyed not being included in this conveyance; reference being hereby made to the said deed dated the _____ day of _____ 1 _____, to Everett J. Howell, which deed is recorded in the Clerk's Office of the Circuit Court of Nansemond

County, Virginia, in deed book 44, at page 113, and to the said deed dated the 6th day of July, 1908, to the said Mills Abram Howell, which deed is recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in deed book 66, at page 98, and the said deed dated the 2nd day of January, 1907, to Hutson J. Howell, which deed is recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, for a more accurate description of the timber which is hereby excepted from this conveyance

It is agreed and understood that none of the said timber herein and hereby conveyed shall be cut and removed from the said land which shall measure, at the time of cutting less than ten (10") inches in diameter across the tree stump at a point eighteen (18") inches about the ground, and that after the said timber shall have been cut over and removed by the said Company, its assigns or successors, then the remainder of the said timber that shall at that time be smaller than the said size of ten (10") inches in diameter across the tree stump at a point eighteen (18") inches above the ground shall revert to the owners of the said land upon which the same is located; provided, however, that from the said timber there is excepted one (1) acre which is reserved for the parties of the first part and which is marked by a line of slipped trees around the said reservation.

It is further agreed that the said Company, its assigns or successors shall have the right to erect such buildings on the said land as they see fit, and to build, use and operate railroads, tramways or bogy roads across the said land for the purpose of removing said timber or anything else which they now or may hereafter wish to carry over said railroads, tramways, etc., and may use such material from said land along said railroads, tramways, etc., as may be necessary or convenient to build and maintain the same on the said land, and they shall have the right to remove all of the said buildings, railroads, tramways, etc., from the said land within one year after ceasing to use and occupy the same, all of the rights, privileges, licenses and easements described in this paragraph to continue until the first day of February, 1931, whether the said timber shall have been cut and removed before the said date or not.

It is agreed that the said Company its, assigns or successors, shall have until and including the first day of February, 1931, in which to cut and remove the said timber from the said land.

Any provisions in the said deed of February 1st, 1901, or in the said deed of August 24th, 1910, which are contrary to the terms and provisions of this deed are hereby cancelled and annulled.

- Part Two -

THIS DEED FURTHER WITNESSETH;

That for the same consideration named above the said parties of the first part hereby grant, bargain, sell and convey unto the said Company, its assigns or successors, in fee-simple and with general warranty, that certain tract of land situate in Holy Neck District, Nansemond County, Virginia, and more particularly described as follows:

Bounded on the North by the lands of W.B. Ferguson and the said Mills Abram Howell; on the East by the lands of the said Hutson J. Howell, and the Home Tract of the said Mills E. Howell, on the South by Somerton Creek and the lands of John Hunter, and on the West by the lands of R.B. Hunter, Tom Hunter and Wells Lawrence; said tract containing three hundred (300) acres, more or less, and being known as the "Sand Bank" tract.

The said parties of the first part hereby covenant that they are seised in fee simple of the said timber, rights, privileges, licenses and easements, and land, herein above described in parts one and two, and hereby conveyed, that they have a right to convey the same to the said Company; that they have done no act to encumber the same; that they will execute such further assurances of the same as may be requisite, and that the said Company, its assigns or successors, shall quietly use, enjoy and occupy the same free from all encumbrance whatever.

IN WITNESS WHEREOF, the said Asenath C. Howell, individually and as the wife of Mills E. Howell, *and the said Mills E. Howell, individually and as the husband of the said Asenath C. Howell*, have hereunto set their respective hands and seals the day and year first above mentioned.

Asenath C. Howell, (SEAL)
his
Mills X E. Howell, (SEAL)
mark

STATE OF VIRGINIA,

Nansemond County,

I, J.P.Jones, a Notary Public, for the county aforesaid, in the State of Virginia, do hereby certify that Asenath C.Howell, and Mills E.Howell, her husband whose names are signed to the writing above, ~~bearing date on the writing above,~~ bearing date on the 1st day of April, 1920, have acknowledged the same before me in my county aforesaid.

My commission as Notary Public expires on the 14 day of February, 1924.

Given under my hand this 7 day of April, 1920.

J.P.Jones, Notary Public.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 29th day of April, 1920.

This deed was presented, and, with the certificate annexed, admitted to record. The requisite amount of \$10.00 in Revenue stamps affixed and cancelled.

Teste: G.E.Bunting, Clerk.

By, Ruby V. Benton, D.C.

a true copy,

*Attest: G.E. Bunting, clerk.
By, Ruby V. Benton D.C.*

Recorded in Deed Book No. 94,

Page 227

ALL AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS, DELAYS BY CARRIERS OR OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL



Camp Manufacturing Co.

MANUFACTURERS OF

KILN-DRIED NORTH CAROLINA PINE



MILLS:
FRANKLIN, VA.
ARRINGDALE, VA.
BUTTERWORTH, VA.
WALLACE, N.C.
DAILY CAPACITY
SAW MILLS 500,000
PLANING MILLS 300,000

BRANCH OFFICES:
NO. 1 MADISON AVE., NEW YORK
OLIVER BUILDING, PITTSBURG, PA.
REAL ESTATE TRUST BUILDING, PHILADELPHIA, PA.

CABLE ADDRESS "CAMP FRANKLIN"

CODES
A.B.C. 5TH EDITION, TELECODE

Franklin, Va. June 11, 1920.

In re M A Howell tract of timber.

Mr. M. A. Howell,

Holland, Va.

Dear Sir:

I am in receipt of your letter of the 5th wanting us to name a price on your timber. I am going to have our Mr. Jones look over this and I think it would be best for you and I to get together and see if we can't come to some trade and get this matter closed up. I certainly would like to do so and hope we can get it all straightened out.

Yours very truly,

Camp Manufacturing Company,

By

President.

pdc/b

"E. D."

ALL AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS, DELAYS BY CARRIERS OR OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL



Camp Manufacturing Co.

MANUFACTURERS OF

KILN-DRIED NORTH CAROLINA PINE

Rough AND Dressed

P. D. CAMP
PRESIDENT
J. L. CAMP
VICE-PRES. & GEN'L. MANAGER
SEC. & TREAS.
J. M. CAMP
2ND VICE-PRES.
GEO. L. CAMP
ASST. SEC. & TREAS.

MILLS:
FRANKLIN, VA.
ARRINGDALE, VA.
BUTTERWORTH, VA.
WALLACE, N.C.
DAILY CAPACITY
SAW MILLS 500,000
PLANING MILLS 300,000

BRANCH OFFICES:
NO. 1 MADISON AVE., NEW YORK
OLIVER BUILDING, PITTSBURG, PA.
REAL ESTATE TRUST BUILDING, PHILADELPHIA, PA.

CABLE ADDRESS "CAMP FRANKLIN"

CODES
A.B.C. 5TH EDITION, TELECODE

Franklin, Va.

June 19, 1920.

Mr. M. Abram Howell,

Holland, Va.

Dear Sir:

I have had Mr. Jones to go over and examine the timber, farm, etc. that you have been talking about selling, and could you come over here next Saturday at 10 o'clock and see if we can get together, and then see if we could get an order of the Court to sell the property. Would thank you to think over this and make us your very best figures on the property.

Yours very truly,

Camp Manufacturing Company,

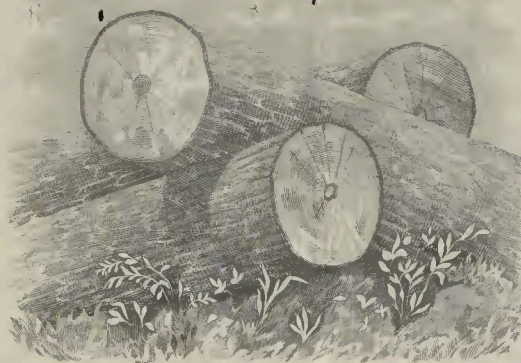
By

President.

pdc/b

"E. E."

ALL AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS, DELAYS BY CARRIERS OR OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL



Camp Manufacturing Co.

MANUFACTURERS OF

KILN-DRIED NORTH CAROLINA PINE

P. D. CAMP
PRESIDENT
J. L. CAMP
VICE-PRES. & GEN'L. MGR.
SEC. & TREAS.
J. M. CAMP
2ND VICE-PRES.
GEO. L. CAMP
ASST. SEC. & TREAS.

Rough and Dressed

MILLS:
FRANKLIN, VA.
ARRINGDALE, VA.
BUTTERWORTH, VA.
WALLACE, N.C.
DAILY CAPACITY
SAW MILLS 500,000
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BRANCH OFFICES:
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OLIVER BUILDING PITTSBURGH, PA.
REAL ESTATE TRUST BUILDING, PHILADELPHIA, PA.

CABLE ADDRESS "CAMP FRANKLIN"

CODES

A.B.C. 5TH EDITION, TELECODE

Franklin, Va.

July 17th, 1920.

Mr. M. Abram Howell,

Holland, Va.

Dear Sir:-

Referring to the tract of timber in Nansemond County which we bought from you, and following up conversation had with you in connection with this timber, by our Mr. I. P. Jones:

As you know when we bought an extension on the timber in 1910 you represented to us that you owned the timber on the 130 acre tract of land which you got from your father and mother by deed of July 6th, 1908, and we bought that part of the timber from you in good faith and paid you for it and you signed the deed in which you warranted to us the title. Although we feel there would be no question about our right to cut this timber, yet we would much prefer not to have any litigation about it, and for this reason are willing to adjust the matter on any fair basis. The price of \$21,000.00 that you named us for the farm would be entirely out of reason, even if we had never bought the timber. If you are willing to meet us in a friendly way and adjust this matter on a reasonable basis, we shall be very glad to talk to you. If you are unwilling to do this, then we shall proceed to cut the timber, and should we be stopped from cutting it, we shall sue you on your general warranty for the damage we sustain.

Yours very truly,

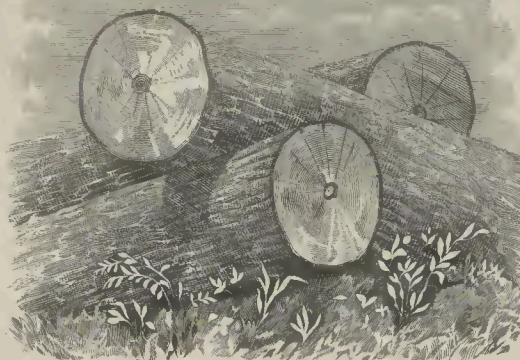
Camp Manufacturing Co.,

By:

J. D. Camp
President.

"
E + 7"
"

ALL AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS, DELAYS BY CARRIERS OR OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL



Camp Manufacturing Co.

MANUFACTURERS OF

KILN-DRIED NORTH CAROLINA PINE

Rough and Dressed

P. D. CAMP
PRESIDENT
J. I. CAMP
VICE-PRES. & GENL. MANAGER
SEC. & TREAS.
J. M. CAMP
2ND VICE-PRES.
GEO. L. CAMP
ASST. SEC. & TREAS.

MILLS:
FRANKLIN, VA.
ARRINGDALE, VA.
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REAL ESTATE TRUST BUILDING, PHILADELPHIA, PA.

CABLE ADDRESS "CAMP FRANKLIN"

CODES
A.B.C. 5TH EDITION, TELECODE

Franklin, Va. July 24, 1920

Mr. M. A. Howell,
Franklin, Va.

Dear Mr. Howell,

This morning after you left I got to thinking about a nice farm we own about four miles from Franklin which we could trade with you for your farm in Nansemond County. If you are interested you can come and talk with me about it anytime just so you notify me when you are coming.

Very truly yours,

Camp Manufacturing Company.

By *P. D. Camp* President.

PDC/sel/

ALL AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS, DELAYS BY CARRIERS OR OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL



Camp Manufacturing Co.

MANUFACTURERS OF

KILN-DRIED NORTH CAROLINA PINE

P. D. CAMP
PRESIDENT
J. L. CAMP
VICE-PRES. & GENL. MANAGER
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ASST. SEC. & TREAS.

Rough and Dressed

MILLS:
FRANKLIN, VA.
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BRANCH OFFICES:
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REAL ESTATE TRUST BUILDING, PHILADELPHIA, PA.

CABLE ADDRESS "CAMP FRANKLIN"

CODES
A. B. C. 5TH EDITION, TELECODE

Franklin, Va. July 31, 1920.

Mr. M. Abram Howell,

Holland, Va.

Dear Sir:

I am in receipt of your letter of the 29th saying you will be over here August 7th to look at the COBB farm. Now can't you make this August 6th? I am planning to leave here on August 7th and will be gone for about ten days, and if you could come over here on August 7th, either morning or afternoon-- I would prefer the afternoon, that is, say, 3 o'clock, I would take you down to the farm and go over the farm with you.

Please let us know if you can be here at that time.

Yours very truly,

Camp Manufacturing Company,

By

[Signature]
President.

pdg/b

"
Et. H.
"

1.

Mills Abram Howell, being duly sworn, deposes as follows:

Q. Give your name, age, residence and occupation.

A. Mills Abram Howell, 39 years old last March, Nansemond County, farmer.

Q. Did you bring this suit as next friend to your children.

A. Yes, sir,

Q. And ask for an injunction

A. Yes, sir.

Q. In paragraph three in the bill filed in this case you state there was a deed, dated the 24th day of August, 1910, appearing to be signed by Asenith A. Howell and Mills E. Howell and yourself, that you did not recollect to ever have signed the said timber contract referred to. What have you to say about that?

A. Well, I say I did not remember it at the time, but it has come to my recollection that I did sign it, and I don't want to tell a story.

Q. You told Mr. Camp, Mr. Savage and myself that afterwards.

A. I did.

Q. Why did you execute that deed, extension contract?

Question objected to by Mr. Deans, counsel for the Camp Manufacturing Company, as it is irrelevant and the instrument speaks for itself.

A. Why did I do it, I will tell you, well why I did it was

this, they told me to go ahead and sign it would never amount to anything, that my signature was not worth anything to this contract, but they won't take it without it. He said, "Howell, it is not worth anything, will not interfere with your children or anything." I did not read the contract, never have read to amount to anything in my life.

Q. Who was the party that told you that.

A. W. H. Jones, Justice of the Peace, Nansemond County, dead and gone.

Q. There was also another timber contract, signed by your mother and father, dated the first day of April, 1920. Were you present when they executed that.

A. I was not.

Q. Did the Camp Manufacturing Company see you about that.

A. No, sir.

Q. Did not converse with you about that.

A. No conversation at all.

Q. When you signed the contract above referred to, were you married.

A. Single.

Q. You are a married man now, are you not.

A. Yes, sir, married now, have been married nine years going on ten.

Q. These are your children mentioned in this case.

A. Yes, sir, these are my children.

Q. You stated that you have had no conversation with Mr. Camp in reference to this last part.

A. Not at all, no, sir.

Mr. S. E. Everett, Counsel for the complainants, wishes to file the following deeds, to be taken as a part of this evidence:

In addition to the deeds filed with the bill, there will be only one more, that is the first timber contract with the Camp Manufacturing Company.

Cross Examination by Mr. Parke P. Deans, Counsel for the Camp Manufacturing Company, defendant.

Q. How old are you now.

A. Me, I am 39, was 39 years old the 12th day of last March.

And further this deponent saith not.

Everett J. Howell, being duly sworn, deposes as follows:

Q. Give your name, age, residence and occupation.

A. E. J. Howell, Nansemond County, Holland, 44, retired farmer.

Q. Are you the son of Mr. Mills E. Howell and Asenith A. Howell.

A. Yes, sir.

Q. Mr. Howell, when your mother and father executed the timber contract, dated the first day of April, 1920, renewing or extending the contract between themselves and the Camp Manufacturing Company, were you present, or did you have any conversation with Mr. P. D. Camp .

A. I made the deal for my mother. They put it in my hands to make the deal and I made it with Mr. Paul Camp.

Q. Was the contract that was known as the Abram Howell Contract talked about with Mr. Camp.

A. Yes, sir, I asked him what about that before we talked any at all. He said he could not cut that and would not put that in the deed. Is it in there?

Q. Yes, the deed speaks for itself.

A. I reckon he put that in there then, you know how it is. He have not paid us a penny, of course he has paid us a penny, , but not anything like all, and he told me he would owe us \$4,000. if he did not take Abe's at all, and I made the deed with him with the understanding that he would not cut Abe's at all.

Q. Was there anything mentioned about the Camps would have more lumber that was included in the last contract than the first contract called for.

A. He said he would cut more and would owe mama about \$4,000.00 besides cutting Abe's .

Q. In other words, you mean if he had left Abe's out he would owe her \$4,000.00 still.

A. Yes, sir, you see he bought that by the thousand, to be paid for when cut. I helped make the contract. He had paid for some of that already, you will see it in the deed.

Q. As I understand it, the Camp Manufacturing Company told you they had more timber on the Mills A. Howell tract of land than was mentioned in the contract last between your mother and the Camp Manufacturing Company.

A. Yes, sir, more than was mentioned, more than was estimated. We could not settle because we had a man and he estimated twice as much and the next time he estimated he said he would owe mama about \$4,000. if he cut right then.

Q. Did the Camp Manufacturing Company, or Mr. P. D. Camp, ever say anything to you about the timber that is owned by the children of Mills A. Howell after the contract was executed.

A. After the deed was wrote. They told me they was going to try to cut it, he didn't say "try", he said he was going to cut it.

Cross examination by Mr. Parke P. Deans, Counsel for the Camp Manufacturing Company.

Q. Who was present when you did this.

A. Mr. P. D. Camp and myself.

Q. Where was it.

A. In his office.

Q. When.

A. I don't know, some day or other before that deed.

Q. Was the deed made by your mother and father.

A. Yes.

Q. You and Mr. Camp were trying to get an agreement for your mother and father.

A. They left it entirely with me. I even had a contract and they signed it, to make the deal. They put it in my hands to make the deal as I saw fit. I don't suppose I could find those papers now, though,

Q. Then you were at Mr. Camp's office to close the deal between the Camp Manufacturing Company and your parents, and the conversation between Mr. Camp and yourself pertained to this transaction and not to any other.

A. What you mean, making that deal? Well, only thing in making that deal, of course I had a whole stack of letters.

Q. You had nothing to do with the timber contract of your brother Abram, did you.

A. What you mean, the contract before that between them, There want no contract made the last time between them.

Q. Then you are not trying to deal with the Camp Manufacturing Company as to your brother's timber.

A. Not at the present time, I am not. I made the deal with the understanding that he was not to cut it and I believe he would not do it, but then, of course....

Q. In other words, you believed the contract you were making was separate from Abe's.

A. And that he was not to cut Abe's and he told me it did not

cost him anything and he was not going to cut it. If I had known he was going to cut it, he would have had to pay me more money, I would not have had them go on letting him cut it.

And further this deponent saith not.

Mrs. Asenith A. Howell, being duly sworn, deposes as follows:

Q. Give your name, age, residence and occupation.

A. Asenith A. Howell, 68, near Suffolk, housekeeper.

Q. This language is used in one paragraph of the cross bill of the Camp Manufacturing Company:

"Your respondent is informed and believes, and thereofre avers that at the time of the execution of the said deed from Mills E. Howell and Asenath, his wife, to Mills A. Howell, dated July 6, 1908, it was understood and agreed, both by the grantors, and grantee, that the timber on the said land was not to be conveyed but was to be reserved to the grantors, to-wit: The said Mills E. Howell and Asenath Howell; and it was the purpose and intent of the grantors in executing and delivering the said deed, to have a provision therein whereby the timber on the land described was reserved, and the grantee was advised of this intent and purpose of the grantors and concurred therein, and the omission of such reservation of the timber was an unintended clerical error made by the draftsman of the deed, and that the deed, as executed, did not carry out or express by reason of such clerical error, the true intent, purpose and undrestanding of the parties thereto."

Is this true.

A. It is not. It could not have been because my husband and myself had sold the timber to the Camp Manufacturing Company before they made the deed dated the 6th day of July, 1908, recorded July 18th, 1908 in Deed Book 66, Page 98.

Cross examination by Mr. Toy D. Savage, Counsel for the
Camp Manufacturing Company.

Q. Mrs. Howell, you, at one time, owned a tract of land in
Nansemond County, containing about a thousand acres, did you
not.

A. Yes, sir, I own it now.

Q. Do you recall how you acquired that property.

A. Acquired it how.

Q. Did you buy it or inherit it.

A. Bought it and paid money for it, never had it, no indeed,
worked for it.

Q. About the year 1901 you sold the timber on this land to
the Camp Manufacturing Company, did you not.

A. Yes, sir.

Q. Mrs. Howell, in about 1908 you and your husband, Mills E.
Howell made a deed to a part of your land to your son, Mills A.
Howell, do you recall that.

A. Yes, Mills A. Howell, give it to his children.

Q. Gave it to him or his children.

A. Give it to him for his children. It is named in the deed
to his lawfully body heirs.

Q. Do you remember the time when the deed was executed.

A. I don't know the date etc.

Q. Do you remember the execution of it.

A. No, I do not. Time passes away and I forget things.

I have forgotten that.

Q. Don't you remember giving this deed and executing it.

A. Oh, yes, I do remember giving this property, giving it to him, to his lawfully body heirs.

Q. At the time that you made this deed, 1908, you had already sold this timber on this land to the Camp Manufacturing Company.

A. Yes, sir.

Q. When you made this deed to Mr. Mills A. Howell for a part of this land, 130 acres, as I recall, did you understand you were selling him the land or the land and timber both.

A. I did not sell it to him, give it to him, land and timber both, for his children, lawfully body heirs. It says that in the deed.

Q. I understand that, but what I am asking you is: Did you give him the land or - - -

A. I did not.

Q. Or did you sell him the land and timber both.

A. Land and timber both. If they failed to cut it before the time went out, and that is what all this is about now.

They had a good chance to cut it and failed. I told Mr. Camp so in his office and he acknowledged it.

Q. Was it your property when you made this deed.

A. If they cut it in the time they bought it but they failed.

Q. The time had not run out when you made this deed.

What was said about that.

A. We did not say anything at all about that because of course the timber belonged to them but they let the time run out themselves and of course it just fell right to the children then. He is married and had these children and it is obliged to fall to them.

Q. Mrs. Howell, in 1910, after you had made this deed to Mills A. Howell, you gave the Camp Manufacturing Company another deed in which the time for cutting this timber was extended, did you not?

A. I don't know about the date on it, gave this other deed when the time ran out.

Q. In August, 1910, you gave them a deed. In that deed you executed in 1910 it is provided that the Camp Manufacturing Company should have until the first day of February, 1921, in which to cut the remaining timber and it is purposely provided that if the timber is not cut prior to the year 1916, after the year 1916 the Camp Manufacturing Company is to pay you \$150. annually, until the timber was cut. Do you recall that.

A. Yes, that is right,

Q. Did the Caompany cut the timber prior to 1916.

A. No.

Q. Did they pay you \$150. the year 1916.

A. Paid me \$150.

Q. Who got the money.

A. I got it.

Q. Why did you get that money.

A. Because they gave it to me and I took it.

Q. Mr. Mills A. Howell had had conveyed to him 130 acres of it and part of the timber was on the land conveyed to him, was it not.

A. Yes, sir.

Q. Why did you not give part of the money to Mr. Mills A. Howell if he owned part of the land.

A. I was to have the extension money and they paid it, I suppose, let me tell it the best I can. They offered it to me and I took it and we did not have any words about it.

Q. Did you and Mr. Mills A. Howell have any agreement about that money.

A. We never talked it over and said nothing about it.

Q. Did you tell him that you gave him the land and the extension money was to come to you.

A. I don't know whether he said that or not. We did not have any conversation about it.

Q. Why did you not give him some extension money. He owned a part of it.

A. He did not own that anyway. it was given to his children, only to him for the children.

Q. Mr. Mills A. Howell understood that you were getting that extension money.

A. I reckon he did. We never had any talk about it at all.

Mr. S. E. Everett, Attorney for the Complainant:

Q. Mrs. Howell, your timber was sold, estimated at so much and then you were to be paid so much a thousand over and above that estimate.

A. Yes.

Q. Do you know whether it has ever been estimated or not and whether, on the piece that you now own, there is more than the Camps estimated.

A. I should think it was more.

Q. Has Mr. Camp ever told you that.

A. No.

Q. Have you ever had any conversation with Mr. Camp about the quantity of lumber on the place.

A. Yes, I have been to him and talked with him about it.

Q. Have you ever had the question up as to whether or not the place, apart from the Abe Howell place, was more than the estimate that you sold at.

A. No, we did not, did not talk very much about the estimate anyway.

Q. Were you present when Mills A. Howell signed the timber contract the last time with the Camps.

A. Yes.

Q. Why did he sign that contract at that time.

A. It was signed before Mr. Willie Jones. He told Mr. Jones it was not worth while for him to sign. Mr. Jones said for him to sign it and there would be no confusion.

Motion made by Counsel for the Camp Manufacturing Company to strike out as improper testimony and not relevant or material.

Q. Mr. Willie H. Jones was Justice of the Peace and represented Mr. Camp in the matter when this statement was made.

A. Yes, he told him to do it.

Q. Mrs. Howell, will you give an explanation of why you conveyed this piece of property to the children of Mills

A. Howell instead of giving it to him in fee simple.

A. I wanted the children to have it and I thought if I give it to him in fee simple he would go through it and he come to me one day and talked about selling of it and I told him to go on and try to sell it but that I was going to give it to the children so he could not make way with it.

Q. You gave your other boys property in fee simple did you not.

A. Yes.

Q. Why did you make the difference.

A. I found he would run through with it and they would take care of it.

Q. When you signed the last extension with the Camp Manufacturing Company on your own property, was anything said then about extending the piece in dispute here.

A. The last time, not a word. They did not say a word about it.

Q. You knew it was not included in the deed.

A. It was not included as I know of.

Q. You do not remember any conversation you had with Mr. Camp at the time.

A. We did have any about that. I went down there to see Mr. Camp. He had offered to buy it and I told him to take the last timber and he said he had offered a plenty and he said something then about he would talk to me anyway, and I said you failed to cut and you lost it yourself and he acknowledged it, said, "Yes, I have, but we make mistakes sometimes."

Mr. Toy D. Savage, Counsel for Camp Manufacturing Company:

Q. You said Mr. W. H. Jones was Justice of the Peace, where did he live.

A. Near South Quay.

Q. Did he look after your property and affairs.

A. No, he was looking after Mr. Camp's.

Q. He was a man to whom the people in that country went to consult and get to write papers etc.

A. Yes.

Q. In taking this deed he acted as Justice of the Peace to take your acknowledgements.

A. Yes.

Q. Do you remember who wrote the deed.

A. He wrote it himself.

Q. You told him to write it.

A. Yes. I made him write it three times, because he did not have it to suit me, made him write it one time and it did not suit me, he wrote it again and it didn't suit and he wrote it again, did not have it so the children would get it, that is why I made him write it over.

Q. At the time you made this deed to Mr. Abram Howell he was not married, was he.

A. Was married soon afterwards and has three children now.

And further this deponent saith not.

VIRGINIA, IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

Ellenor D. Howell, Katherine H. Howell, and
Marion E. Howell, infants under the age of
twenty-one years, by Mills A. Howell, their
next friend.....Complainants

vs. DECREE

Camp Manufacturing Company, a corporation.....Defendant

This cause came on this day to be again heard upon
the papers formerly read and upon the answer of S. E.
Everett, Guardian ad litem for the infant defendants, *in the case of*
Ellenor D. Howell, Katherine H. Howell ~~and~~ Marion E. Howell, *and*
heretofore filed herein, and upon the answer of Mills A.
Howell, filed herein on April 26th, 1921, and upon the
depositions of witnesses taken herein, and was argued by
Counsel.

Upon consideration whereof the Court being of
opinion that the deed made by Mills E. Howell and Asenath
Howell, his wife, to Mills A. Howell, dated April 6th, 1908,
conveyed to the said Mills A. Howell a life interest in the
land therein described, with remainder to his heirs, should
he leave heirs of his body surviving him, and in the event
that he failed to leave heirs of his body surviving him,
then to the grantors in said deed, and it appearing to the
Court that by deed dated August 24th, 1910, the said Mills
A. Howell and the said Mills E. Howell and Asenath Howell,
his wife, conveyed the timber on the land in question to
the Camp Manufacturing Company, by deed in form of General
Warranty with English covenants of title, and the Court

being of opinion that the said deed of August 24th, 1910, operated to convey to the said Camp Manufacturing Company all of the interest which the said Mills E. Howell and Asenath Howell, his wife, and the said Mills A. Howell had in the said timber and could lawfully convey, to-wit: a contingent remainder interest of the said Mills E. Howell and Asenath Howell, his wife, and the life interest of the said Mills A. Howell, in the said timber, subject, however, to the limitations as to time of cutting and otherwise, contained in said deed, and the Court being further of opinion that the Camp Manufacturing Company is the owner and holder of the life interest of the said Mills A. Howell in the said timber and of the contingent interest of the said Mills E. Howell and Asenath Howell, his wife, subject to the limitations above referred to, by virtue of the above mentioned deed from the said Mills E. Howell and Asenath Howell, his wife, and Mills A. Howell, dated August 24th, 1910, and under the prayer of its answer and cross bill, filed herein, is entitled to have its interests in the said timber protected in this cause, and to have the said timber partitioned in kind, or allotted, or sold for a division of the proceeds of its value, as provided by the statutes of Virginia, the Court doth adjudge, order and decree that D. C. Lyons, B. D. Crocker, C. B. Godwin, P. S. Brinkley, and Jackson Phillips, any three of whom may act, who are hereby appointed commissioners, do go upon the land in question in this suit, being the land described in the said deed of the said Mills E. Howell and Asenath Howell, his wife and the said Mills A. Howell, dated July 6th, 1908, hereinbefore

referred to, and ascertain and report if the timber thereon can be conveniently partitioned in kind, or whether either party in this cause is willing to have the timber allotted to him, or them, and pay the other parties their respective interests therein, and, if not, whether the interests of all parties will be promoted by the sale of the said timber and a division of the proceeds among the respective parties, according to their respective interests, And it appearing to the Court that the said Mills A. Howell, the life tenant, is thirty-nine (39) years of age, and that under the Annuity Tables, as provided by the Statutes of Virginia, his interest would be \$72.71 out of every \$100. of value, ^{therefore} If the said Commissioners ascertain that partition in kind of the said timber can be made, they are directed to lay the timber off in the proportion of 72.71 percent in one portion and 27.28 per cent in the other portion, taking into consideration the quantity, quality and value of the said timber, and report to the Court their conclusions and the reasons therefor.

Memorandum. It being suggested to the Court that Counsel for Complainants desire to present a petition for an appeal to the Supreme Court of Appeals, it is ordered that the execution of this decree be suspended for the period of sixty (60) days from this date, in which to present such petition, but this suspension ~~order~~ shall be ineffectual except and until the Complainants, or someone for them, execute a bond before the Clerk of this Court, with security deemed sufficient ~~to them~~ said Clerk, in the penalty of Two Thousand (\$2,000.00) Dollars, conditions ^{and} payable according to law.

In the Circuit Court
of Houseman County

Howell, et al.,

Camp Mfg. Co.

Deem

Enter Octo. 15/1921
Jas S. McInmore.

Chy. #5-745, 362

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

ELLENOR D. HOWELL, KATHARINE H. HOWELL	:	
AND MARION E. HOWELL, INFANTS, under	:	
the age of 21 years, by MILLS A. HOWELL,	:	
their next friend,	:	ANSWER
	:	OR
Complainants	::	CROSS BILL.
	:	
vs.	:	
	:	
CAMP MANUFACTURING COMPANY, a corporation,	:	
	:	
Defendant.	:	

The answer of Mills A. Howell to the answer, or cross bill, of the Camp Manufacturing Company, filed in this suit.

This respondent, reserving to himself the benefit of all just exceptions to the said bill, for answer thereto, or to so much thereof as he is advised, that he should answer, answers and says:

First: Your respondent, Mills A. Howell, does not claim any interest in the land or timbers mentioned in these proceedings, and he believes and has been advised that it is the property of the children of your respondent in fee simple.

Second: Your respondent, Mills A. Howell, further states that the facts as set out in Paragraph Nine (9), in the cross bill are not true, and not consistent with the other claims of the Camp Manufacturing Company.

And, now, having fully answered the cross bill, or answer of the Camp Manufacturing Company, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.

M. A. Howell
Respondent.

H. E. Howell
Counsel.

(2)

STATE OF VIRGINIA:
County Harrison
~~CITY OF SUFFOLK~~, To-wit:

Mills A. Howell, the respondent named in the foregoing answer being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be on information, and that so far as they are therein stated to be upon information he believes them to be true.

M. A. Howell
Respondent.

Taken, sworn to and subscribed before me, ^{S.E.} ~~Sue W.~~
Everett Riddick, a notary public of and for the ~~city~~ ^{County} and state
aforesaid, in my ~~city~~ ^{County} aforesaid, this 26 day of April,
1921.

Everett Riddick
Notary Public.

My commission expires on the 18th day of ~~Oct~~ ^{Dec}, 1923.

Ohio

June 26, 1821

A. B. Smith
/ Clerk

VIRGINIA, IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

Mills A. Howell, Guardian, etc.....Complainant

vs. ANSWER

Ellenor D. Howell et als.....Defendant

The answer of Everett J. Howell to a bill of complaint filed against him and others, in the Circuit Court of Nansemond County, by Mills A. Howell, Guardian of Ellenor D. Howell et als.

This respondent, reserving to himself the benefit of all just exceptions to the said bill of complaint, for answer thereto, answers and says:

That he claims no interest whatever in the property mentioned in the said bill of complaint and proceedings; and that he does not object to the sale of the said timber mentioned in the said bill.

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

E. J. Howell
Respondent.

J. B. Hunter Counsel.

Mills A. Howell, Guardian, etc.

vs. ANSWER
EVERETT J. HOWELL

Ellenor D. Howell et als

VIRGINIA, IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

Mills A. Howell, Guardian, etc.....Complainants

vs. ANSWER

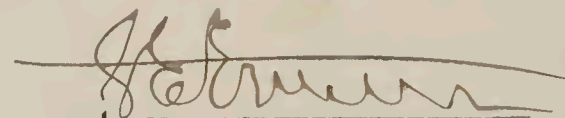
Ellenor D. Howell et als.....Defendants

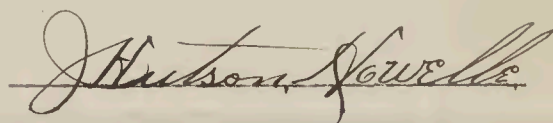
The joint and separate answers of J. Hutson Howell and Job R. Howell to a bill ~~of~~ complaint filed against them and others, in the Circuit Court of Nansemond County, by Mills A. Howell, Guardian of Ellenor D. Howell et als.

These respondents, reserving to themselves the benefit of all just exceptions to the said bill of complaint, for answer thereto, answer and say;

That they claim no interest whatever in the property mentioned in the said bill of complaint and proceedings; and that they do not object to the sale of the said timber mentioned in the said bill.

And now, having fully answered the complainant's bill, these respondents pray to be hence dismissed with their reasonable costs by them in this behalf expended.


Counsel.



Respondents.

Mills A. Howell, Guardian, etc.

vs, ANSWER

Ellenor D. Howell et als.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

ELLENOR D. HOWELL, KATHARINE H. HOWELL :
AND MARION E. HOWELL, INFANTS, under :
the age of 21 years, by MILLS A. HOWELL, :
their next friend, :
:

Complainants :

v. :

CAMP MANUFACTURING COMPANY, a corporation, :

Defendant. :

The answer of Camp Manufacturing Company, a corporation organized and existing under the laws of the State of Virginia, to the bill of complaint exhibited against it in the Circuit Court of the County of Nansemond, Virginia, by Ellenor D. Howell, Katharine H. Howell and Marion E. Howell, infants, under the age of twenty-one years, by Mills A. Howell, their next friend.

This respondent, reserving to itself the benefit of all just exceptions to the said bill, for answer thereto or to so much thereof as it is advised, it is material that it should answer, answers and says:

First: Answering paragraph 1 of said bill, your respondent admits that Mills E. Howell and Asenath Howell, his wife, executed a deed dated July 6, 1908, conveying to Mills A. Howell a certain tract of land in Nansemond County, Virginia, containing approximately One Hundred Thirty (130) acres, which deed is duly recorded in the office of the Clerk of Nansemond County, Virginia. It avers, however, that the quotation made from the said deed, in paragraph 1 of the said bill, is made from the habendum clause and not from the granting clause of said deed. Your respondent prays that reference may be had to the entire deed for the true construction thereof.

Second: Answering paragraph 2 of said bill, your respondent admits that Mills E. Howell and Asenath C. Howell, his wife, executed a deed to your respondent dated February 1, 1901, conveying certain standing timber on certain

land in Nansemond County, Virginia, which said deed is duly recorded in the office of the Clerk of Nansemond County, Virginia, and reference to which is hereby made for the terms and provisions thereof.

Third: Answering paragraph 3 of the said bill, your respondent admits that Mills E. Howell and Asenath C. Howell, his wife, and Mills A. Howell, and Hudson J. Howell, and his wife, executed a deed to your respondent, dated August 24, 1910, conveying the standing timber on certain land in the County of Nansemond, Virginia, of which the land conveyed by Mills E. Howell and Asenath C. Howell, his wife, to the said Mills A. Howell, as set out in paragraph 1 of the said bill, constitutes a part, which said deed is duly recorded in the office of the Clerk of Nansemond County, reference to which deed is made for the contents, terms and provisions thereof. It is not true that Mills A. Howell has no recollection of ever signing the said deed or acknowledging the same, but on the contrary, your respondent is informed and believes and therefore avers, that not only did the said Mills A. Howell sign, seal and acknowledge the said deed, but he now states the execution thereof is fresh in his memory.

Fourth: Answering paragraph 4 of the said bill, your respondent admits that Mills E. Howell and Asenath C. Howell, his wife executed deed to your respondent, dated April 1, 1920, conveying certain timber and also certain land in the County of Nansemond, to your respondent, which deed is duly recorded in the office of the Clerk of Nansemond County, Virginia, reference to same being made for the contents, terms and provisions thereof.

Fifth: Answering paragraph 5, of the said bill, your respondent is not advised as to the allegations thereof, except that it denies that the said complainants are the sole owners in fee simple of the said tract of land of approximately One Hundred Thirty (130) acres.

Sixth: Answering paragraph 6 of said bill, your respondent denies the allegations thereof, except that it admits that it did send its agents and employees on the land conveyed by Mills E. Howell and Asenath C. Howell, his wife, to Mills A. Howell, as alleged in paragraph 1 of said bill, for the purpose

of cutting and removing the timber on said land which it had bought, +
and maintains that it had a right to do so, under the terms and provisions of the
deed to it for said timber. Your respondent denies that either it or its servants,
employees or agents, were cutting any other timber than that conveyed to it by
the said deed.

Further answering the said bill of complaint, your respondent
avers that a proper construction of the deed dated July 6, 1908, from Mills E.
Howell and Asenath, his wife, to Mills A. Howell, referred to in said bill, when
construed as a whole, makes it convey the property therein described to the said
Mills A. Howell and his issue, in fee simple, limited by the contingency that should
the said Mills A. Howell die without issue, then the said property would revert to
the grantors in said deed, or their estate. Your respondent therefore avers that
having a deed conveying in fee simple timber on said land to your respondent,
signed by the said Mills A. Howell and the said Mills E. Howell and Asenath, his wife,
the holders of the contingent remainder, your respondent had fee simple title to
the said timber and had the right to cut and remove the same in accordance with the
terms of the deed to it.

Even, however, if your respondent should be in error in
thinking that a proper construction of the said deed makes it grant to the said
Mills A. Howell a fee simple ownership of the said land, subject only to the con-
tingent interest reserved to the grantors, in any event the said deed certainly
gives to the said Mills A. Howell, at the least, a life interest in the said land,
and since the said Mills A. Howell conveyed to your respondent the timber on said
land in fee simple and with general warranty, even if the said deed should be in-
operative as a conveyance of the fee simple interest, it was operative to convey
to your respondent all of the interest in the said timber which the said Mills A.
Howell had, to-wit: His interest as a life tenant of the said timber - and your
respondent, as a grantee of this life interest of the said Mills A. Howell, is en-
titled to have its interest in the said timber recognized and protected in a court
of equity. x

Your respondent is informed and believes, and therefore
avers that at the time of the execution of the said deed from Mills E. Howell and

Asenath, his wife, to Mills A. Howell, dated July 6, 1908, it was understood and agreed, both by the grantors and grantee, that the timber on the said land was not to be conveyed but was to be reserved to the grantors, to-wit: The said Mills E. Howell and Asenath Howell; and it was the purpose and intent of the grantors in executing and delivering the said deed, to have a provision therein whereby the timber on the land described was reserved, and the grantee was advised of this intent and purpose of the grantors and concurred therein, and the omission of such reservation of the timber was an unintended clerical error made by the draftsman of the deed, and that the deed, as executed, did not carry out or express by reason of such clerical error, the true intent, purpose and understanding of the parties thereto.

IN TENDER CONSIDERATION WHEREOF, and for as much as your respondent is remediless save in a court of equity where matters of this kind are alone and properly cognizable, your respondent prays that this, its answer, may be, insofar as necessary, treated as a cross bill; that the said infant defendants Ellenor D. Howell, Katharine H. Howell and Marion E. Howell, and the said Mills A. Howell, may be made parties defendant thereto, and be required to answer same but not under oath, answer under oath being waived; that proper guardians ad litem be appointed for the said infant defendants, and also required to file their answer hereto; that this court will construe the deed from Mills E. Howell and Asenath, his wife, to Mills A. Howell, dated July 6, 1908, set out in the said bill of complaint, and determine the title and extent of interest conveyed to the said Mills A. Howell thereby; that should the court be of opinion and so decree that the said Mills A. Howell acquired, by said deed, a fee simple interest in the said land, it may dissolve the injunction granted, in accordance with the prayer of the said bill of complaint, and give to your respondent the same length of time in which to cut and remove the said timber that it had at the date the said injunction was served; that this court will determine whether the said deed of July 6, 1908, expressed the true intent, purpose and understanding between the parties thereto, or whether it should be reformed so as to incorporate a provision reserving the timber on the said land to the grantors in said deed; that should the court be of opinion and so determine that the said deed of July 6, 1908 only conveyed

to the said Mills A. Howell a life estate in the said land and timber, that the said timber may be sold to the end that your respondent may have ascertained and receive the value of the life estate of the said Mills A. Howell owned by your respondent therein; or that the value of the said timber may be determined by this court, and upon the payment to the infant defendants of the value of their interest therein, your respondent may be permitted to cut and remove the said timber; that all proper accounts may be taken, references had, process issued, and decrees entered, and that your respondent may have such other and general relief and remedy in the premises as is adapted to the nature of its case and agreeable to equity and good conscience, And your respondent will ever pray, etc.

CAMP MANUFACTURING COMPANY

By J. W. Savage
Counsel.

P. P. Deane
Savage & Lawrence
P. D.

STATE OF VIRGINIA,
ISLE OF WIGHT COUNTY, to-wit:

This day personally appeared before me W. G. Gandy
a Notary Public in and for the County aforesaid in the State of Virginia,
P. D. CAMP, President of Camp Manufacturing Company, who, being by me duly sworn,
made oath and says: That he has read the foregoing answer and cross bill; that
the matters and things therein stated, as of the own knowledge of the respondent,
are true, and those stated on information and belief, he believes to be true.

Given under my hand this 6th day of November, 1920.

W. G. Gandy
Notary Public.

My commission expires on the 16th day of Oct 1921 192 .

IN THE CIRCUIT COURT OF
HANSEMOND COUNTY
VIRGINIA.

ELLENOR D. HOWELL, et als,

v.

CAMP MANUFACTURING COMPANY

A N S W E R .

1920. Nov 28th. filed.
J. L. M.

SAVAGE & LAWRENCE
NORFOLK, VIRGINIA

VIRGINIA, IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

Ellenor D. Howell, Katherine H. Howell, Marion
E. Howell and Lelia Marie Howell, infants
under the age of twenty-one years, by Mills
A. Howell, their next friend.....Complainants

vs. ANSWER & DEMURRER

Camp Manufacturing Company, a Corporation.....Defendant

The separate answer of S. E. Everett, Guardian ad litem, appointed to defend Ellenor D. Howell, Katherine H. Howell, Marion E. Howell and Lelia Marie Howell, infants under the age of twenty-one, in this suit, in proper person, to a bill of complaint filed against the Camp Manufacturing Company, a corporation, in the Circuit Court of Nansemond County, Virginia, by Mills A. Howell, next friend etc.

This respondent, reserving to himself the benefit of all just exceptions to the said bill of complaint, for answer thereto, answers and says:

That he is the guardian ad litem appointed to defend Ellenor D. Howell, Katherine H. Howell, Marion E. Howell and Lelia Marie Howell, infants under the age of twenty-one years, in this suit; that he is familiar with the facts and circumstances in connection therewith, and this respondent believes:

First: That the deed dated the 6th day of July, 1908, executed by Mills E. Howell and Asenith Howell, his wife, conveyed said property (using the clear language of the deed) to Mills A. Howell "during his life, or until he has an heir lawfully begotten of his own body, then, in that event, his

heirs shall have said property in fee simple." Your respondent contends that the true construction would give a life estate to Mills A. Howell, superseded by a subsequent clause which clearly shows the intention of the grantor to grant a life estate to the said Mills A. Howell contingent upon his having issue, in which event, his life estate is terminate and a fee simple estate is vested in said issue.

Second: That at the time said deed, referred to above, was executed by Mills E. Howell and Asenith Howell, said Mills A. Howell was unmarried, but afterwards married and in the year 1914 was born unto him a child, lawfully begotten of his own body, Ellenor D. Howell, and that the said Mills A. Howell has other children, lawfully begotten of his own body, viz: Katherine H. Howell, Marion E. Howell and Lelia Marie Howell. Upon the birth of the first child to the said Mills A. Howell all rights and interests in said land and timber of the said Mills A. Howell ceased and terminated at once, and at the date of the institution of this suit, neither Mills A. Howell nor his grantee, the Camp Manufacturing Company, had any rights or interests whatsoever, in the said property.

Third: That, if your said respondent is in error as to the construction of the said deed and the Camp Manufacturing Company has the estate for the life of Mills A. Howell, in said timber, the said Camp Manufacturing Company has only such rights as are commensurate with the Common Law right of estovers. This land is only valuable for its timbers. It would not be profitable to cultivate. It is a part of what is known as the "Sand Banks", near Factory Hill, Nansemond County, Virginia. This is the

original growth of timber and if removed it would be generations before it would be of any value for timber again, if ever.

Fourth: That, if your said respondent is in error as to his contention in paragraph No. 3, your respondent further contends that the said Camp Manufacturing Company cannot have said timber partitioned, and, if the said timber is sold, cannot have the interest of the life tenant commuted, but would only be entitled to the rents, issues, profits and revenues therefrom.

Fifth: That, if your said respondent is in error as to his contention above, your respondent further states that the rights of the Camp Manufacturing Company, acquired under the deed, dated the 24th day of August, 1910, executed by Mills A. Howell et als, expired on the first day of February, 1921, and if the said Camp Manufacturing Company had a life right in said timber, and the said Company did not proceed to have said rights established or adjudicated by the Court before the first day of February, 1921, ~~and~~ the said Company has no right in said property. This is true even though the said Camp Manufacturing Company holds the life right of Mills A. Howell in said timber and even though he could sell the same, or even partition the same, or the said Company was enjoined from cutting the same. The said Company has no rights, because it did not proceed to have these rights decided by instituting proper proceedings to have said timber sold in due time.

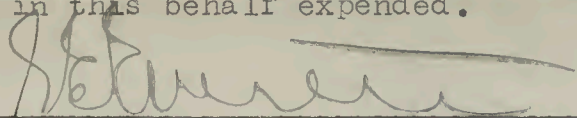
Sixth: That your said respondent asks that this answer be treated as a demurrer to the cross bill of the Camp Manufacturing Company, as the bill is not sufficient as provided by statute for sale of land by life tenant, further, the answer, as a cross bill, does not allege any facts, whatsoever, calculated to show the propriety of a sale and before a Court of Equity can decree the sale of the said property, it must be clearly shown, independently of any admissions in the pleadings, that the interest of the plaintiff will be promoted and the rights of no other persons will be violated thereby.

Seventh: That no sale, partition, or disposition of the property whatsoever, should violate and be detrimental to the infants' right in the said property, and the guardian ad litem for the respondents asks that the Court assume that every stage of the pleadings is objected to by the said guardian ad litem for the said infants.

Your said respondent further states that no consideration has ever been passed for the said timber in dispute. Mills A. Howell has never received any money on said sale, nor has any ever been paid to anyone for the benefit of the said children.

And, now, having fully answered the Complainant's

bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.


Guardian ad litem for Ellenor D. Howell, Katherine H. Howell, Marion E. Howell and Lelia Marie Howell, infants under the age of twenty-one years.

STATE OF VIRGINIA,
CITY OF SUFFOLK, To-wit:

S. E. Everett, the respondent named in the foregoing answer, being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be on information, and that so far as they are therein stated to be upon information he believes them to be true.



Taken, sworn to and subscribed before me, Sue W. Riddick, a Notary Public, of and for the City and State aforesaid, in my City aforesaid, this 9th day of November, 1921.


Notary Public.

Ellenor D. Howell etc.

vs. ANSWER & DEMURRER

Camp Manufacturing Company,
a corporation.

Filed Nov. 15, 1951
G. B. Bump
Clerk

VIRGINIA

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Ellenor D.Howell, Katherine H.Howell, and Marion
E.Howell, infants under the age of twenty-
one years, by Mills A.Howell, their next friend,. . .Complainants.
vs. BILL
Camp Manufacturing Company,a corporation,. Defendant.

TO THE HONORABLE JAMES L.MCLEMORE, JUDGE OF THE
CIRCUIT COURT OF THE COUNTY OF NANSEMOND.

Humbly complaining, your complainants, Ellenor D.Howell, Kath-
erine H.Howell, and Marion E.Howell, infants under the age of
twenty-one years, by Mills A.Howell, their next friend, respect-
fully show unto the Court:

1. That on the 6th day of July, 1908, Mills E.Howell and
Asenath C.Howell, his wife, of the County of Nansemond, executed a
deed, which is recorded in the Clerk's Office of the Circuit Court
of Nansemond County in Deed Book 66, page 98, conveying to Mills
A.Howell and his heirs "during the life of Mills A.Howell, or until
he has an heir lawfully begotten of his own body, then in that
event his heirs shall have said property in fee simple" which cer-
tain property is described as follows: All that certain land, situate,
lying and being in Holy Neck Magisterial District, Nansemond County,
Virginia, adjoining the lands of J.Hutson Howell and Everett Howell,
and containing One Hundred and Thirty (130) acres, more or less.
A copy of said deed is herewith filed with bill of complaints, marked
"Exhibit 'A'" and asked to be read as a part thereof. About ninety
(90) acres of said land is covered with valuable timber, the
greater part original pine.

2. Previous to the execution of the said deed referred to above
the said Mills E.Howell and Asenath C.Howell, his wife, executed a

deed to the said Camp Manufacturing Company, a corporation, dated the first day of February, 1901, conveying certain standing timber on the above tract of land and other lands. The said deed is recorded in said Clerk's Office in Deed Book 47, page 514. The rights and privileges, easements, etc., conveyed in said deed expired without the timber ever having been disturbed by the said Camp Manufacturing Company, a corporation.

3. On the 24th day of ^{August}~~October~~, 1910, the said Mills E. Howell and Asenath C. Howell, his wife, and the said Mills A. Howell and others, executed a deed to the Camp Manufacturing Company, a corporation, in which they undertook to renew the timber contract above referred to, and extend the time for the said Camp Manufacturing Company, to cut and remove said timber on the said tract of land above described. The said Mills A. Howell says that the said deed appears to be executed by him, but he has no recollection of ever signing the said timber contract last referred to, and does not remember ever having acknowledged any such contract, but whether he did or not, it would not affect the interest of the complainants as he has no interest in said property under the deed dated the 6th day of July, 1908, above referred to, copy of which is filed with these papers. This deed is recorded in the said Clerk's Office in Deed Book 70, page 159, a copy, marked "Exhibit 'B'" being filed with this bill, and asked to be read as a part of this bill.

4. On the first day of April, 1920, the said Mills E. Howell and Asenath C. Howell, his wife, executed another deed recorded in the said Clerk's Office in Deed Book 94, page 227, renewing the timber contracts mentioned, and extending the rights and privileges etc., to cut and remove said timber, by the said Camp Manufacturing Company. In this said deed or contract, the said tract of land and timber owned by the said complainants, was clearly and distinctly excepted. A copy of this said timber contract, or deed, recorded in the said Clerk's Office in Deed Book 94, page 227, is filed herewith, marked "Exhibit 'C'" and asked to be read as a part of

this bill.

5. At the time the deed was executed by Mills E.Howell and Asenath C.Howell, his wife, conveying certain property to Mills A Howell, and his children, recorded in Deed Book 66, page 96, and referred to above, the said Mills A.Howell was un married, but since that time he has married, and your complainants, Ellenor D.Howell , Katherine H.Howell and Marion E.Howell are the only children of the said Mills A.Howell. At the present time the said complainants are the sole owners in fee simple of the tract of land of One Hundred and Thirty (130) acres, referred to and described above.

6. Your complainant further states that the defendant, the said Camp Manufacturing Company, has no interest of any kind or description in the said property, and that your complainants herewith file letters marked "Exhibits, 'D','E','F','G', and 'H', showing correspondence between Mills A.Howell, the father of your complainants, and the said Camp Manufacturing Company, in which it practically admits that it has no interest in said property, and when the contract last referred to (recorded in said Clerk's office in Deed Book 94, page 227) was delivered, P.D.Camp, representing the said Camp Manufacturing Company, stated that he had no rights in the property of your complainants, and that he did not intend to cut unless he was the rightful and legal purchaser of said timber. Regardless of these facts, the said defendant, the said Camp Manufacturing Company, has sent its agents and employees on said property, and they are cutting said timber on said property, regardless of size or kind, and doing irreparable injury in that, if they should continue to cut, they would leave no timber growing for the future use of the farm, and would injure small trees that are now not worth so much, but would grow into valuable property for your complainants in a few years. And further your complainants state that if only a part was cut that might be paid for in damages, it would make the property appear ragged to the extent that the remainder would not sell for such a price as it would otherwise.

Your complainants further state that if the said defendant, the said Camp Manufacturing Company, should be allowed to cut such timbers, it would amount to damages that could not be accurately ascertained, thus constituting an irreparable damage. No account could be kept of the timber as it was removed from the premises, and there would be no accurate way to arrive at this account after all the timber is removed, and would force your complainants to submit to a private count of the said defendant, the Camp Manufacturing Company. Your complainants have been advised that on account of these facts there is no adequate remedy for such damages in law, and no way to measure safely the compensation for such timber.

In consideration whereof, and forasmuch as your complainants are remediless in the premises save in a court of equity, where matters of this kind are alone and properly cognizable, to the end that justice may be done, your complainants pray that the said Camp Manufacturing Company, a corporation, be made a party defendant to this bill, and required to make full answer to the several statements set out in your complainant's bill; that the said Camp Manufacturing Company, a corporation, its agents, attorneys and all others, be enjoined and restrained from cutting said timber, and removing the same; that proper process issue; that all proper orders and decrees may be made, and that all such other and further and general relief may be afforded your complainants as the nature of their case may require, or to equity shall seem meet, and your complainants will ever pray.

Eleanor D. Howell

Katherine H. Howell

Marion E. Howell

by

Mills A. Howell

VIRGINIA

Next Friend.

CITY OF SUFFOLK, to-wit:

This day appeared before me, the undersigned Notary Public for the City aforesaid, Mills A. Howell, and made oath that the statements made in the foregoing bill are true.

Given under my hand this 18th day of August, 1920.

May E. Kullback, Notary Public.

Ellenor D.Howell, et als
vs. BILL
Camp Manufacturing Co.

Filed this day of
August, 1920.

Biel

Pikl Sept. 20, 1550

4. B. B. B. B. B.
P. B. B. B. B.

Ellenor D. Howell, Katherine H. Howell and Marion E. Howell, infants under the age of twenty-one years, by Mills A. Howell, their next friend.

V. Injunction

Camp Manufacturing Company, a corporation

August 18, 1920, process issued, returnable to September Rules, Third Monday, 1920,

September Rules, 3rd Monday, 1920. Process returned executed, bill filed and decree nisi.

October Rules, 1st Monday, 1920. Decree nisi confirmed and cause set for hearing

Answer and cross bill filed November 20, 1920,

Process issued as ordered, and John K. Hutton, atty. appointed guardian ad litem.

(John K. Hutton)
Attorney for the
Camp Manufacturing Company

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Please Issue Summons Third Monday
(Second Rule) September, 1920
