1933-043
Nansemond Co (Suffolk) Chancery Causes: Gdn of Sallie Rebecca Goodman vs John Thomas Goodman et al 49

Pierce, Camp Manufacturing Co], Thourtis, Jones, Gatling, Langston

Franklin, Va., October 18, 1923

Received of John C. Parker, Jr., Special Commissioner
Suit of Pierce v. Goodman.

One Hundred fifteen & 51/100 ---------- **Dollars**

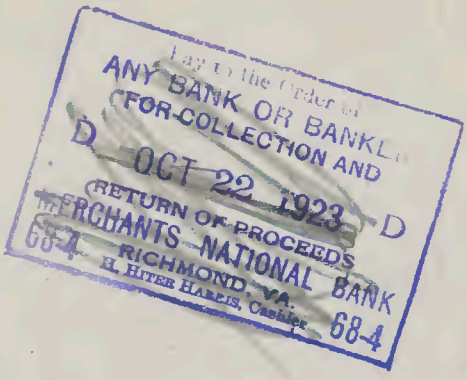
Being full share of Alice Goodman Pierce in sale of timber

as per order in above suit entered October 5, 1923.

$115.51

ASP. Alice Goodman Pierce

...d Co., 146 N. 7th St., Philadelphia


Pay to the Order of
ANY BANK OR BANKER
FOR COLLECTION AND
D OCT 22 1923 D
RETURN OF PROCEEDS
MERCHANTS NATIONAL BANK
68-4 RICHMOND, VA.
H. HITER HARRIS, Cashier
68-4

Franklin, Va., October 18, 1923

Received of John C. Parker, Jr., Special Commissioner
Suit of Pierce v. Goodman

Ninety-six & 12/100 ---------- **Dollars**

Being full share of John Thomas Goodman in sale of timber

as per order in above suit entered October 5, 1923.

$96.12

JTG John Thomas Goodman

END Co., 146 N. 7th St., Philadelphia

Federal Reserve Bank of Richmond
Subject to Prior Endorsements Guaranteed
Bank of Commerce and Trusts
Richmond, Va.
PAY TO THE ORDER OF
ANY BANK OR TRUST CO
Federal Reserve Bank of Richmond

Franklin, Va., October 18 1923

Received of John C. Parker, Jr., Special Commissioner
Suit of Fierce v. Goodman.

Ninety-six & 13/100 ---------- **Dollars**

Being the full share of Lucy Goodman Thourtis in sale of timber as per order in above suit entered October 5, 1923

$96.13

Lucy Goodman Thourtis

Co., 146 N. 7th St., Philadelphia

PAID
OCT 1973
Nat. & Par. Bank
Franklin, Va.
Pay to the Federal Reserve Bank of Richmond
Or Order, Prior Endorsements Guaranteed
Bank of Commerce & Trusts
Richmond, Va.
68-13 OCT 25 192368-13
PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.
Prior Endorsements Guaranteed
Federal Reserve Bank of Richmond
68-3

Franklin, Va., October 18 1923

Received of John C. Parker, Jr., Special Commissioner
Suit of Pierce, Gdn. v. Goodman.

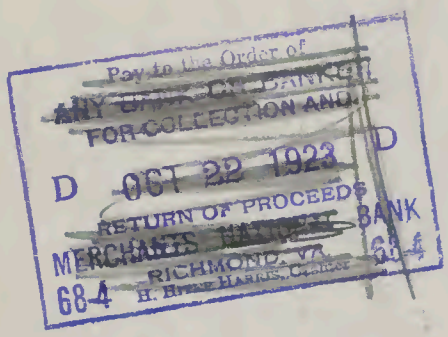
One hundred ninety-two & 24/100---------- **Dollars**

Being full share of William Harry Goodman and Sallie Rebecca Goodman in sale of timber as per order in above suit entered October 5, 1923.

$ 192.24

Alice Goodman Pierce

END Co., 146 N. 7th St., Philadelphia



08-183
10.32.33
LVID

THIS DEED, Made this 11th day of October, 1923, by and between John C. Parker, Jr., Special Commissioner, as hereinafter shown, of Franklin, Virginia, party of the first part, and Camp Manufacturing Company, a corporation organized and existing under the laws of the State of Virginia (hereinafter sometimes called Company), party of the second part.

WHEREAS, in a certain partition suit in chancery pending in the Circuit Court of Nansemond County, Virginia, under the general style of Alice Goodman Pierce, Guardian, against John Thomas Goodman et al., by a decretal order of the said court entered October 5th, 1923, the party of the first part was authorized and directed to receive from Camp Manufacturing Company the sum of Five Hundred Dollars ($500) in payment for certain timber and timber rights hereinafter described, and, upon receipt of said sum, to convey to said Camp Manufacturing Company the said timber and timber rights, all of which will more fully appear by reference to the proceedings in the court and suit aforesaid; and

WHEREAS, the bond required of the said Special Commissioner by the said decretal order has been duly executed and filed in the Clerk's office of the said court, and the said sum of Five Hundred Dollars has been received by the said Special Commissioner from the Camp Manufacturing Company in payment for the said timber and timber rights; and

WHEREAS, in pursuance of the statute in such cases made and provided, the names of the parties on whose behalf this conveyance is made are herein set out, to-wit:

John Thomas Goodman;
Lucy Goodman Thourtis;
William Harry Goodman;
Sallie Rebecca Goodman;
Alice Goodman Pierce.

NOW, THEREFORE, THIS DEED WITNESSETH: That, in consideration of the premises, and in execution of the authority and directions of the said decretal order, John C. Parker, Jr.,

Special Commissioner as aforesaid, does hereby grant, bargain, sell and convey, with special warranty, unto the Camp Manufacturing Company, all the timber and trees lying, standing, being or growing upon that certain tract of land in ~~Holy Neck Magisterial District~~, Nansemond County, Virginia, containing 150 acres, more or less, being a part of the farm known as the William G. Goodman tract, and being bounded and described as follows:

> Beginning at a newly chopped cedar tree in Somerton Road, a corner for the land of Sarah E. Allsbrook now owned by Camp Manufacturing Company; thence along the said road in a westerly direction to a hickory tree, a corner for the land of Mary Bure; thence along the line of the land of the said Mary Bure in a northerly direction to the center course of Somerton Creek; thence up the said creek along the course thereof in an easterly direction as the same meanders to its intersection with a branch known as the New Ground Branch, which intersection is a corner for the said land of Sarah E. Allsbrook now owned by Camp Manufacturing Company; thence up the course of the said branch as the same meanders and in a continuation of the line of the said branch to the point of beginning, excluding however a graveyard in the said tract containing one-half acre (1/2) more or less; it being identically the same tract of land devised to James T.Goodman by Item Five of the will of William G. Goodman dated March 1, 1906, and recorded in the Clerk's office for the Circuit Court of Nansemond County, Virginia, in Will Book 7, page 54.

It is understood and agreed that none of the said timber shall be cut and removed which shall measure less than ten inches in diameter across the tree stump from outside of bark to outside of bark at a point twelve inches above the ground at the time of cutting.

It is understood and agreed that the said Company, its assigns and successors, shall have until and including the fifth day of May, 1936, in which to cut and remove the said timber from the said land; and the said Company, its assigns and successors, shall have the right to erect such buildings on the said land as they may see fit, and to build, use and operate railroads, tramways, or bogey roads across the said land for the purpose of removing the said timber, or any other timber which they now own or may hereafter own, or anything else which they now or may hereafter wish to carry over said railroads, tramways or bogey roads; and they may use such material from said land along said railroads,

tramways, or bogey roads, as may be necessary or convenient to maintain same; all of which rights and privileges shall continue until the fifth day of May, 1936, whether the said timber and trees be cut before that date or not.

But, if the said timber and trees are not cut and removed from the said land on or before the fifth day of May, 1930, or if the said Company, its assigns or successors, shall make use of the rights, privileges, licenses and easements above described after the fifth day of May, 1930, then the said Company, its assigns or successors, shall pay to the said Special Commissioner, or to such other person as the said court may hereafter direct, the sum of Eighty Dollars ($80) per year until the said timber and trees shall have been cut and removed from the said land, and until the said Company, its assigns and successors, shall cease to use the said rights, privileges, licenses, and easements; the first payment to be made on or before the fifth day of May, 1930, and a like sum to be paid on or before the same month and day in each year thereafter until the said timber and trees shall have been cut and removed from the said land, and until the said Company, its successors or assigns, shall cease to use the said rights, privileges, licenses, and easements.

And the said Company, its assigns or successors, shall have the right to remove any property whatever placed by them upon the said land at any time within one year after ceasing to operate, use, or occupy the same.

IN WITNESS WHEREOF, the said John C. Parker, Jr., Special Commissioner, has hereunto set his hand and seal as of the day and year first above written.

Special Commissioner (SEAL)

#4

STATE OF VIRGINIA,

SOUTHAMPTON COUNTY,TO-WIT:

I,_____ a Notary Public in and for the county aforesaid, State of Virginia, do hereby certify that John C. Parker, Jr., Special Commissioner whose name is signed to the writing above, bearing date on the 11th day of October, 1923, has acknowledged the same before me in my county aforesaid.

My Commission expires:

Given under my hand this_____day of October, 1923.

_____

Notary Public

VIRGINIA

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY.

Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, infant,

-Plaintiff

v.

John Thomas Goodman, Alice Goodman Pierce, Camp Manufacturing Company, a corporation, Lucy Goodman Thourtis, who was Lucy Emma Goodman, William Harry Goodman, and Sallie Rebecca Goodman, the last three named being infants, and J. Edward Moyler, their guardian ad litem,

-Defendants.

REPORT OF SPECIAL COMMISSIONER:

The undersigned Special Commissioner, appointed as such by the Second Decree in the above styled suit entered October 5, 1923, reports to the court:

1: That on October 10, 1923, he entered into and filed with the papers in this suit a bond in the sum of $800.00 with the United States Fidelity & Guaranty Company as surety, payable to the Circuit Court of Nansemond County Virginia, conditioned upon the faithful performance of his duties under the said Second Decree.

2: That on October 10, 1923, he received from Camp Manufacturing Company the sum of $500.00 in payment for certain timber and rights directed by the said Second Decree to be sold to the said Camp Manufacturing Company.

3: That thereafter he executed and delivered to Camp Manufacturing Company a deed dated October 11, 1923, conveying to Camp Manufacturing Company the timber and rights specified in the said Second Decree, a copy of which conveyance is herewith filed and hereby referred to.

4: That he distributed and paid the said amount of $500.00 as follows:

To Alice Goodman Pierce, commuted value of her dower in $500, age 44 years	$115.51
To John Thomas Goodman	96.12
To Lucy Goodman Thourtis	96.13
To Alice Goodman Pierce, being the shares of William Harry Goodman & Sallie Rebecca Goodman, infant defendants	192.24
Total	$500.00

The costs of this suit and fees of counsel were paid by Camp Manufacturing Company, one of the defendants, under an agreement with the other parties in interest, and as a part of the purchase price for the property conveyed as above stated. For this reason no costs or fees were deducted from the amount received by the Special Commissioner before the disbursements were made.

5: That he took for the above disbursements proper receipts which are herewith filed and hereby referred to.

The Special Commissioner prays that an order be entered in this suit approving and confirming this report, and approving and confirming the conveyance hereinabove referred to, and releasing and cancelling the said bond dated October 10, 1923, in the amount of $800.00.

Respectfully submitted,

John C. Parker Jr.

Special Commissioner.

VIRGINIA

CIRCUIT COURT NANSEMOND COUNTY

Alice Goodman Pierce, et als

v.

John Thomas Goodman, et als

REPORT OF
SPECIAL COMMISSIONER

1974 March 29. Filed.
J.L.M

JOHN C. PARKER, JR.
ATTORNEY AT LAW
FRANKLIN, VIRGINIA

HAMPTON ROADS PAPER CO., NORFOLK

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY.

Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, infant.

Plaintiff

v.

John Thomas Goodman, Alice Goodman Pierce, Camp Manufacturing Company, a corporation, Lucy Goodman Thourtis, who was Lucy Emma Goodman, William Harry Goodman, and Sallie Rebecca Goodman, the last three named being infants, and _____ their guardian ad litem,

Defendants.

SECOND DECREE.

This day this cause came on again to be heard upon the papers formerly read and upon the report of M. Anderson Maxey, Commissioner in Chancery, and exhibits therewith, filed in the Clerk's Office of this Court at rules on September 17th. 1923, to which no exceptions have been filed, and was argued by counsel.

Upon consideration whereof the Court doth approve and confirm the said report.

And it appearing to the Court from the said report and exhibits filed therewith that a partition of the entire tract of land described in the bill of this suit or of any distinct part thereof cannot conveniently be made to advantage, and that it will be to the advantage of the parties in interest to sell the entire property and make disposition of the proceeds of sale according to the respective rights of those entitled to share therein, and that in making such sale it will be to their advantage to sell the land and timber separately; and that the offer of the Camp Manufacturing Company for the purchase of the timber, as set forth in the writing signed by the Camp Manufacturing Company and filed with the said report is a reasonable and sufficient offer, except as to the annual extension to become effective on and after May 5. 1930. which later is to be $80. per annum instead of $40.

The Court doth therefore adjudge, order and decree that the said offer of the Camp Manufacturing Company be, and the same is, hereby accepted, and that a sale

of the said timber in accordance therewith be and the same is hereby confirmed.

And John C. Parker,Jr., is hereby appointed Special Commissioner for the purpose of conveying, and he is hereby directed to convey,to the Camp Manufacturing Company the said timber to-wit: All of the timber and trees, lying,standing,being or growing upon the tract of land described in the bill of this suit,together with the right to cut and remove at any time until and including the 5th. day of May 1936 any of the said timber and trees which shall measure ten (10) inches or over in diameter across the tree stump from outside of bark to outside of bark at a point 12 (twelve) inches above the ground at the time of cutting, and together with the right to exercise until and including the 5th. day of May 1936, rights, privileges, licenses and easements over upon and across the said land similar to the rights,privileges, licenses and easements described in the deed from William G. Goodman to Camp Manufacturing Company dated May 5th. 1909 which is referred to in the bill ~~of~~ in this suit and in the said Commissioner's report; with the provision however, that if the said timber and trees shall not be cut and removed on or before the 5th. day of May 1930, the said Camp Manufacturing Company shall pay to the said Special Commissioner, or to such other person as the Court may hereafter direct,the sum of $80.00 per year until the said timber and trees shall have been cut and removed from the said land, which payments are to be made at the beginning of each year after the 5th. day of May 1930.

Before making the said conveyance the said Special Commissioner shall receive from the Camp Manufacturing Company the sum of $500.00. And it appearing to the Court that there are no liens or encumbrances upon the said property, the Special Commissioner shall distribute and pay the said money among the parties in interest as follows:

1. To Alice Goodman Pierce, as widow of James T. Goodman, the amount ascertained to be due her in lieu of dower in the said property to-wit, her computed interest in 1/3 of the sum of Five Hundred Dollars ($500.00) based upon the annuity tables as set forth in the Code of Virginia, her age being 44 years as shown in the said Commissioners report.

2. One-Fourth of the remainder to John Thomas Goodman who is an adult; and one-fourth of the said remainder to Lucy Goodman Thourtis,who is an infant but who is 18 years of age and is married and living apart from her mother, the said Alice Goodman Pierce,and is therefore considered by the Court to be competent to handle her share of the said money.

3. One-Half of the said remainder, representing the shares of William Harry Goodman and Sallie Rebecca Goodman, infants , in the said money to-wit; One-Fourth

of the said remainder for each, to Alice Goodman Pierce, their mother, for the education, maintenance and support of the said infants; and this payment is so ordered because the shares of the said infants are less than $500.00 for each of them, and because it appears to the Court that the said infants being only 16 and 13 years of age, respectively, are incompetent to handle the same.

And the said Special Commissioner, if he shall receive any annual payments as hereinabove specified, shall immediately upon receipt of same disburse the same in the manner above described, except that the shares of William Harry Goodman and Sallie Rebecca Goodman shall be paid to them direct; provided however, that if the said Special Commissioner shall then be of the opinion that such disbursements be made in some other manner, he shall report to this Court for further instructions.

And the said Special Commissioner shall take proper receipts for all of his disbursements hereunder; and within a reasonable time after making the conveyance as above directed he shall make report to the Court how he has executed this decree and shall file with his reports the receipts for his disbursements for the said sum of Five Hundred Dollars ($500.00) and a copy of the conveyance made by him hereunder: and when he shall have disbursed all of the annual payments received by him as above provided he shall report such disbursements to the Court, filing proper receipts therewith.

But before entering upon his duties under this decree the said Special Commissioner shall enter into and file with the papers in this suit a bond with sufficient surety in the sum of Five Hundred ($500.00) Dollars payable to the Circuit Court of Nansemond County, Virginia, conditioned upon the faithful performance of his duties under this decree.

VIRGINIA
CIRCUIT COURT NANSEMOND COUNTY

Alice Goodman Pierce, Adm.

v.

John Thomas Goodman, et als.

2nd Decree

#5-Fy. 439

Enter this Octo. 8 1923

Jas L. McInnore,

JOHN C. PARKER, JR.
ATTORNEY AT LAW
FRANKLIN, VIRGINIA

HAMPTON ROADS PAPER CO., NORFOLK

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY.

Alice Goodman Pierce, Guardian, etc,
Plaintiffs,

v.

John Thomas Goodman, et als,
Defendants.

FIRST DECREE.

This day came Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, infant, and by leave of Court filed her bill and the exhibits therewith; and on her motion J. Edward Moyler a discreet and competent attorney at law, is assigned as the Guardian ad litem of Lucy Goodman Thourtis, William Harry Goodman, and Sallie Rebecca Goodman, infant defendants herein, to defend their interests in this suit, and thereupon the said Guardian ad litem filed the answer of the said infant defendants, verified by his oath, and the answer of himself as Guardian ad litem in proper person, verified by his oath, to the bill of the plaintiff; and Alice Goodman Pierce, Camp Manufacturing Company, a corporation, Lucy Goodman Thourtis and William Harry Goodman, the last named two being infants, all of whom are parties defendant herein, filed their respective answers to the said bill; to which several answers the plaintiff replied generally. And thereupon on motion of the plaintiff and by consent of all parties as set forth in their respective answers to the bill of the plaintiff, this cause is hereby docketed and set for hearing in vacation as well as in term time; and this cause came on this day to be heard on the bill of the plaintiff and the exhibits filed therewith and the several answers to the said bill as above set out and the general replication of the plaintiff to each one of said answers and was argued by counsel.

ON CONSIDERATION WHEREOF, the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court who is directed to inquire and report to the Court, as follows:

1. What is the fee-simple and annual value of the real estate described in the bill of the plaintiff, giving such values for the land, and timber thereon, separately?

2. Can the entire real property or any distinct or independent part thereof by divided in kind among the parties in interest conveniently and to their advantage?

3. If the answer to inquiry No. 2 is in the negative, will it be to the advantage of the parties in interest to sell the entire subject matter and make disposition of the proceeds of such sale according to the respective rights of those entitled?

4. If the answer to inquiry No. 3 is in the affirmative, will it be more to the advantage of the said parties to sell the entire subject matter as a whole, or to sell parts of it independently of each other, and specifically whether or not it will be to their advantage to sell the land, and timber thereon, together, or separately?

5. Whether all parties in interest are properly before the Court, together with their respective rights in the subject matter.

6. What is the age of Alice Goodman Pierce, the life tenant; and has dower been assigned to her out of the lands of her former husband, James T. Goodman; and is she entitled to dower in any lands other than the subject matter of this suit.

7. What liens are found of record against the said real property, including delinquent taxes and including unpaid debts of the estate of James T. Goodman, deceased, if any.

8. All other matters deemed by the said Commissioner to be pertinent or required by any party to this cause to be ascertain and reported.

Before making said inquiries the said Commissioner shall first give notice of the time and place thereof to all parties, or to their counsel, and shall report the result of the said inquiries to Court.

VIRGINIA
CIRCUIT COURT NANSEMOND CO.

ALICE GOODMAN PIERCE, Gdn.

- Plaintiff

v.

JOHN THOMAS GOODMAN, et als.

- Defendants

First Decree

Enter this May 28 1923.

Jas. L. Whitmore

#5 Pg. 422.

JOHN C. PARKER, JR.
ATTORNEY AT LAW
FRANKLIN, VIRGINIA

HAMPTON ROADS PAPER CO., NORFOLK

VIRGINIA

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY.

Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, infant, -Plaintiff	)
v.	)
John Thomas Goodman, Alice Goodman Pierce, Camp Manufacturing Company, a corporation, Lucy Goodman Thourtis, who was Lucy Emma Goodman, William Harry Goodman, and Sallie Rebecca Goodman, the last three named being infants, and J. Edward Moyler, their guardian ad litem, -Defendants.	)

THIRD DECREE

This day this cause came on again to be heard on the papers formerly read and on the report and vouchers and exhibit of John C. Parker, Jr., Special Commissioner, filed March 29.1927, to which report there is no exception, and was argued by counsel.

It appearing to the court from the said report, vouchers, and exhibit, that the Special Commissioner has properly performed his duties under the Second Decree in this suit entered October 15, 1923;

The court doth therefore approve and confirm the said report, and the conveyance made by the Special Commissioner to Camp Manufacturing Company as set out in the said report, and doth adjudge, order, and decree, that the bond of the Special

Commissioner for $800.00 specified in the report be, and the same is hereby released and cancelled.

And this cause is ordered to be continued on the docket for further proceedings in accordance with the prayers of the bill of the plaintiffs.

VIRGINIA
CIRCUIT COURT NANSEMOND
COUNTY

Alice Goodman Pierce, et als.

v.

John Thomas Goodman, et als.

THIRD DECREE

Entd March 29. 1924
J. L. McLemore.

5 79. 469

JOHN C. PARKER, JR.
ATTORNEY AT LAW
FRANKLIN, VIRGINIA

HAMPTON ROADS PAPER CO., NORFOLK

A COPY

THIS DEED, Made this 5th day of May, 1909, between William G. Goodman, of Nansemond County, Virginia, party of the first part, and Camp Manufacturing Company, hereinafter,for convenience, called "Company," a corporation, of Isle of Wight County, Virginia, party of the second part.

WHEREAS, The said party of the first part, by a certain deed, bearing date the 29th day March, 1902, and recorded in the Clerk's Office of Nansemond County, Virginia, in Deed Book #53, Page 228, conveyed to John L. Gay, certain timber, and rights, privileges, licenses and easements, reference to which deed is hereby made; and

WHEREAS, The said John L. Gay afterwards conveyed to the said Company the said timber, and all the rights, privileges, licenses and easements, acquired by him under and by virtue of the said deed of March 29th, 1902; and

WHEREAS, The said deed conveyed all the timber upon the said land of a certain size, and provided that the grantee should have five (5) years from the time of beginning to cut the said timber in which to remove the same from the land; and

WHEREAS, There was no limit fixed in said deed as to how long the said Company should be permitted to have buildings upon and operate railroads, etc, over the said land; and

WHEREAS, The said party of the first part desires to retain all of the oak timber upon the said tract of land, and has reached an agreement with the said Company whereby the time in which the said timber shall be cut and removed, and exercise the said rights, privileges, licenses and easements shall be more definitely fixed, and have reached a general agreement concerning said timber and rights, privileges, licenses and easements, which shall take the place of the said conveyance of March 29th, 1902;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in consideration of the above premises, and in order to carry into effect

the agreement, which has been reached by the said parties, and in further consideration of the sum of SIXTY DOLLARS ($60.00) to him in hand paid, at and before the signing, sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the further consideration of the sums to be hereafter paid to him, as is hereinafter provided, the said party of the first part hereby grants, bargains, sells and conveys unto the said party of the second part, its assigns or successors, in fee simple and with general warranty, all of the timber, except oak timber, upon that certain tract of land in Nansemond County, Virginia, upon which said party of the first part resides, known as the "Goodman Place," containing eight hundred and sixty (860) acres, more or less, and bounded by the lands of T. J. Langston, Ben Morgan and William Lawrence, it being the same tract of land mentioned and referred to in the said deed of March 29th, 1902, from said Goodman to John L. Gay.

The said party of the first part hereby covenants that he is seized of the said timber in fee simple and has a right to convey the same, that the same is free from encumbrance, and that he will execute such other and further assurances of title as may be necessary.

It is understood and agreed, however, that the said Company, its assigns or successors, shall not cut any of the said timber which shall be, at the time of cutting, less than ten (10) inches in diameter across the tree stump, from outside to outside the bark, and that the said Company, its assigns or successors, after having once cut over the said tract of land shall not be allowed to cut over it again, and that all timber remaining on the tract under the size above specified, after the said Company shall have finished cutting over the tract, shall revert to the owner of the land.

It is further agreed, for the consideration above

and hereinafter named, that the said Company shall have twelve (12) years after the date of this deed in which to cut and remove the said timber, and if they do not cut the same within said twelve (12) years, shall have an additional three (3) years in which to cut and remove the same, provided that during the said twelve (12) years they shall pay to the said party of the first part, or to the owner of the said land at the time said payments become due, the sum of SIXTY DOLLARS ($60.00) per year, until the said timber shall be cut and removed, or until the end of the said twelve (12) years, if the timber be not cut and removed before that time, and if the timber remains on the land after the said twelve (12) years, it shall pay to the said owner of said land SEVENTY-FIVE DOLLARS ($75.00) per year, until the timber shall have been cut and removed. Said payments shall be made upon demand by the said party of the first part, or the owner of said land, at the beginning of each year, after the date of this deed. Provided, however, this provision as to payment is not to be considered or construed as a condition precedent to the exercise of any of the rights and privileges under this contract or said original deed, but only as a personal covenant to make such payments. It is further agreed that when all of said timber is cut, the annual payments shall cease and the said Company, its assigns or successors, shall only be liable for such pro rata part of the year in which the cutting is completed as the timber remains on the land, the said proportionate part to be paid before all of the timber is removed.

It is further agreed, for the consideration above named, that the said Company, its assigns or successors, shall have the right to erect such buildings on said land as they may see fit, and to build, use and operate railroad, tramways or bogy roads across the lands of the said parties of the first part, for the purpose of removing said timber or any other which they

now own, or may hereafter own, 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, said rights and privileges to continue until the 5th day of May, 1924, whether said timber be cut or not; provided, however, that if after the said timber shall be cut and removed the said Company, its assigns or successors, shall continue to exercise the rights, privileges, licenses and easements conveyed to it in this paragraph, they shall pay to the said owner of the said land TEN DOLLARS ($10.00) per annum from the time they have finished cutting the said timber until they cease to exercise said rights and privileges, and so notify the owner of said land. And the said Company, its assigns or successors, shall have the right to remove the said buildings, etc, from the said land within one (1) year after ceasing to use, occupy and operate the same.

Witness the following signature and seal, the day and year first above written.

(Sgd) William G. Goodman (SEAL)

STATE OF VIRGINIA,
Nansemond County.

I, W. H. Jones, a Justice of the Peace, in and for the County aforesaid, in the State of Virginia, do hereby certify that William G. Goodman, whose name is signed to the writing above, bearing date the 5th day of May, 1909, has acknowledged the same before me in my County aforesaid.

Given under my hand this 28th day of May, 1909.

(Sgd) W. H. Jones, J. P.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 31st day of May, 1909.

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

Teste: R. R. Smith, Clerk.
By M. M. Watkins, D. C.

VIRGINIA:

CIRCUIT COURT OF
NANSEMOND COUNTY.

PIERCE, GUARDIAN,

v.

GOODMAN, ET ALS.

Exhibit "B".

Filed May 28. 1923.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY.

Alice Goodman Pierce, Guardian, etc,
Plaintiff,

v.

John Thomas Goodman, et als,
Defendants.

FIRST DECREE.

This day came Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, infant, and by leave of Court filed her bill and the exhibits therewith; and on her motion _____, a discreet and competent attorney at law, is assigned as the Guardian ad litem of Lucy Goodman Thourtis, William Harry Goodman, and Sallie Rebecca Goodman, infant defendants herein, to defend their interests in this suit, and thereupon the said Guardian ad litem filed the answer of the said infant defendants, verified by his oath, and the answer of himself as Guardian ad litem in proper person, verified by his oath, to the bill of the plaintiff; and Alice Goodman Pierce, Camp Manufacturing Company, a corporation, Lucy Goodman Thourtis and William Harry Goodman, the last named two being infants, all of whom are parties defendant herein, filed their respective answers to the said bill; to which several answers the plaintiff replied generally. And thereupon on motion of the plaintiff and by consent of all parties as set forth in their respective answers to the bill of the plaintiff, this cause is hereby docketed and set for hearing in vacation as well as in term time; and this cause came on this day to be heard on the bill of the plaintiff and the exhibits filed therewith and the several answers to the said bill as above set out and the general replication of the plaintiff to each one of said answers and was argued by counsel.

ON CONSIDERATION WHEREOF, the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court who is directed to inquire and report to the Court, as follows:

1. What is the fee-simple and annual value of the real estate described in the bill of the plaintiff, giving such values for the land, and timber thereon, separately?

2. Can the entire real property or any distinct or independent part thereof by divided in kind among the parties in interest conveniently and to their advantage?

3. If the answer to inquiry No. 2 is in the negative, will it be to the advantage of the parties in interest to sell the entire subject matter and make disposition of the proceeds of such sale according to the respective rights of those entitled?

4. If the answer to inquiry No. 3 is in the affirmative, will it be more to the advantage of the said parties to sell the entire subject matter as a whole, or to sell parts of it independently of each other, and specifically whether or not it will be to their advantage to sell the land, and timber thereon, together, or separately?

5. Whether all parties in interest are properly before the Court, together with their respective rights in the subject matter.

6. What is the age of Alice Goodman Pierce, the life tenant; and has dower been assigned to her out of the lands of her former husband, James T. Goodman; and is she entitled to dower in any lands other than the subject matter of this suit.

7. What liens are found of record against the said real property, including delinquent taxes and including unpaid debts of the estate of James T. Goodman, deceased, if any.

8. All other matters deemed by the said Commissioner to be pertinent or required by any party to this cause to be ascertain and reported.

Before making said inquiries the said Commissioner shall first give notice of the time and place thereof to all parties, or to their counsel, and shall report the result of the said inquiries

to this Court as soon as may be practicable.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY.

Alice Goodman Pierce, Guardian,

Plaintiff

v.

John Thomas Goodman, et als,

Defendants.

To Camp Manufacturing Company, and J. Edward Moyler, Guardian ad litem of Lucy Goodman Thourtis, William Harry Goodman and Sallie Rebecca Goodman, infant defendants.

Take notice that on July 25th, 1923, at 10 30 A. M. at my office in the American ~~National~~ Bank Building, Suffolk, Virginia, I will proceed to take evidence in the above named suit in accordance with a decree entered therein May 28th, 1923, copy of which decree is hereto attached and hereby made a part of this notice.

M. Anderson Mayer
Commissioner in Chancery.

We hereby acknowledge due service of the above notice, this 21st day of July, 1923.

J. Edward Moyler
Guardian ad litem of Lucy Goodman Thourtis, William Harry Goodman and Sallie Rebecca Goodman.

CAMP MANUFACTURING COMPANY,
By John C. Parker Jr.
Attorney.

Alice Goodman Pierce
by John C. Parker Jr.
attorney.

Suffolk, Virginia.
July 20,1923.

John Thomas Goodman,Esq.,

Dear Sir:

This is to notify you that on July 25th, at 10.30 A. M. I will proceed to take evidence in my office in the American National Bank Building, Suffolk, Virginia, in the case of Alice Goodman Pierce, guardian, v. yourself and others, which is pending in the Circuit Court of Nansemond County,according to a decree entered in that case May 28,1923, a copy of which I herewith inclose.

It will not be necessary for you to appear unless you wish to. I presume that you will not want to since you have consented to the purposes of the suit in your answer. I am sending this notice to comply with the law.

Very truly yours,

Commissioner in Chancery.

Post Office Department

OFFICIAL BUSINESS

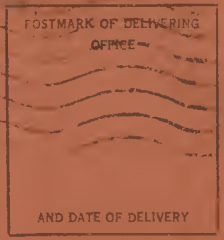
REGISTERED ARTICLE

No. .....

INSURED PARCEL

No. .....

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300.



Return to M. A. Macay
(NAME OF SENDER)

Street and Number, or Post Office Box, Box 614

Post Office at Suffolk,

State Va

P.O.—(1) 16

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

J. Bowman Goodman

(Signature of addressee.)

(Signature of addressee's agent.)

Date of delivery, ... *192*

Form 3811

e 5—6116

TO THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

Camp Manufacturing Company hereby offers to pay the sum of Five Hundred Dollars ($500.00) at such times and to such persons as the Court may direct for all of the timber and trees lying, standing, being or growing upon that certain tract of land in Nansemond County, Virginia, known as a part of the William G. Goodman farm, and containing 150 acres, and being the subject of a suit now pending in the said Court generally styled "Alice Goodman Pierce, et als. v. John Thomas Goodman, et als," together with the right to cut and remove at any time until and including the 5th day of May, 1930, all of the said timber and trees which shall measure ten inches or over in diameter across the tree stump, from outside of bark to outside of bark, at a point twelve inches above the ground, at the time of cutting, and together with the right to exercise until and including the 5th day of May, 1930, rights, privileges, licenses and easements over, upon and across the said land similar to those described in a deed from William G. Goodman to Camp Manufacturing Company, dated May 5th, 1909, and referred to in the bill of the plaintiffs in the said suit; and for an extension from May 5th, 1930 to May 5th, 1936 of the right to cut and remove the said timber and exercise the said rights, privileges, licenses and easements, Camp Manufacturing Company further agrees to pay annually during the said period until the said timber is cut and removed the sum of Forty Dollars ($40.00) at such times and to such persons as the Court may direct.

Respectfully submitted,

CAMP MANUFACTURING COMPANY,

By S. B. Camp

President.

Exhibit "C"

I, Alice Goodman Pierce, hereby certify that I am 44 years of Age, having been born on the 11th day of November 1878.

Given under my hand this 26th day of September 1923.

Alice Goodman Pierce

Witness:

J. P. Jones

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, Infant. Plaintiff v. John Thomas Goodman, Alice Goodman Pierce, Camp Manufacturing Company, a corporation, Lucy Goodman Thourtis, who was Lucy Emma Goodman, William Harry Goodman, and Sallie Rebecca Goodman, the last three named being infants, and J. Edward Moyler, their guardian ad litem, Defendants.	Commissioner's Office

To the Honorable James L. McLemore, Judge of the Circuit Court of Nansemond County, Virginia.

In pursuance of a decree of your honor's court, entered in the suit of which the above is the general style, on the 9th day of July, 1923, I gave notice to the parties that on the 25th day of July, 1923, at 10 o'clock A.M., at my office 403-404 American Bank and Trust Company's Building, Suffolk, Virginia, I should proceed to execute the said decree. The said notice, with service of the same acknowledged by the counsel for all adults defendants except John Thomas Goodman, and by the guardian ad litem of the infant defendants is herewith returned; and notice on John Thomas Goodman was served by registered mail; a carbon copy of same, together with his signed receipt, is herewith returned.

I attended at the time and place so appointed and in the presence of John C. Parker, Jr., Esq., counsel for the adult complainant and for Alice Goodman Pierce and Camp Manufacturing Company, defendants, and of J. Edward Moyler, Esq., the guardian ad litem of the infant defendants, I took the depositions of B. D. Jones, G. D. Gatling and C. T. Langston.

The said depositions are herewith returned and after consideration of the same, together with the pleading in the cause, I respectfully report:

(1) The fee simple value of the real estate described in the bill together with the timber thereon is worth about $4500.00.

Its annual value is about $150.00. The fee simple value of the land exclusive of the timber is around $2250.00 while the fee simple value of the timber exclusive of the land is around $2250.00,

(2) The entire real property or any distinct part thereof cannot be conveniently divided in kind among the parties entitled to share therein.

(3). It will be to the advantage of the parties interested therein to sell the entire property and make disposition of the proceeds of the sale according to the respective rights of those entitled to share therein.

(4) It will be to the advantage of the parties interested to sell the property in parts or parcels, each independent of the other, and sell the land and timber separately.

(5) All parties in interest are properly before the court, and their respective rights in the property mentioned in the bill in this cause are as follows:

Alice Goodman Pierce is entitled to dower in said property.

John Thomas Goodman, Son, one-fourth,

Lucy Goodman Thourtis, Daughter, one-fourth

William Harry Goodman, Son, one-fourth

Sallie Rebecca Goodman, Daughter, one-fourth.

By virtue of a deed from William G. Goodman, dated May 5th, 1909, and recorded in the Clerk's Office of this court in Deed Book 68, page 8, Camp Manufacturing Company, a corporation organized and existing under the laws of the State of Virginia, is the owner of the timber except oak timber, on the farm known as the Goodman Place containing 860 acres, more or less, and including that portion of the said farm which was devised by the will of William G. Goodman to James T. Goodman , which portion is the property described in the bill in this cause, together with the right to cut and remove at any time until and including May 5th, 1924, all of the said timber which shall measure 10 in. in diameter and over from outside bark to outside bark at the time

of cutting and together with certain other rights and privileges on the said land, all as more particularly described in the said deed from William G. Goodman, dated May 5, 1909, which is hereby referred to.

(6) The age of Alice Goodman Pierce, the life tenant, is 44 years, and she has not been assigned dower out of the lands of her former husband, James T. Goodman, and is not entitled to dower in any lands other than the property mentioned in the bill in this cause, as the same constitutes all of the real property of James T. Goodman, deceased.

(7) There are no liens or delinquent taxes on record against said real property.

(8) Your commissioner deems it pertinent to report that Camp Manufacturing Company, a corporation which owns the timber on the above described property, together with the right to cut and remove the same until and including the 5th day of May, 1924, has made a written offer to pay the sum of $500.00 for the timber on said property which shall measure ten (10) inches or over in diamter across the stump from outside bark to outside bark at a point twelve (12) inches above the ground at the time of cutting, together with the right to exercise until and including the 5th day of May 1930, rights, privileges, licenses and easements over, upon and across the said land similar to those described in a deed from William G. Goodman to Camp Manufacturing Company, dated May 5th, 1909, and referred to in the bill of the plaintiffs in the said suit; and for an extension from May 5th, 1930 to May 5th 1936 of the right to cut and remove the said timber and exercise the said rights, privileges, licenses and easements, Camp Manufacturing Company further agrees to pay annually during the said period until the said timber is cut and removed the sum of Forty Dollars ($40.00), which offer is filed herewith marked Exhibit "C". Your commissioner believes that the above offer of Camp Manufacturing Company is a good price for this timber and recommends that this offer be accepted.

Respectfully submitted.

M. Anderson Mosby
Commissioner.

Testimony
of
Witnesses

B. D. Jones, being duly sworn, deposes as follows:

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

A. B. D. Jones; 58 years old; live near Holland; farmer.

Q. Mr. Jones, are you familiar with the tract of land containing 150 acres, left by the William G. Goodman will to John Thomas Goodman and now occupied by Mrs. Pierce?

A. Yes, sir.

Q. What do you think is the fee simple value of that land including the timber on it?

A. $6000.00.

Q. What would you judge to be the fee simple value of the land without the timber?

A. $3000.00.

Q. Then what do you value the timbe to be separate?

A. $3000.00.

Q. What would you say is the rental value of the land?

A. $150.00.

Q. Does it make any difference in the rental value whether the timber is included?

A. I do not think so.

Q. Can the whole farm be divided acre by acre among the parties who own it, six in number, without damaging its value?

A. I think it would damage it.

Q. The parties owning it want to realize on its value now. Do you think it would be to their advantage to sell it and divide the proceeds?

A. Yes, sir.

Q. Do you know of any better way for them to realize on the value of it at this time?

A. I do not.

Q. If a sale is made will it be better to sell the land and timber separately or together?

A. Separately.

Q. Camp Manufacturing Company owns this timber with the right to

cut it off until May, 1924. They have signed before this Court an offer to pay $500.00 cash for six years extension after 1924, and $40.00 a year after that for six more years. Do you think this is a reasonable offer?

A. I think $500.00 for six years extension is all right but I think $75.00 a year for six more years would be a proper offer.

Q. Mr. Jones, is there any distinct part of that land that can be divided acre by acre?

A. No, sir.

Q. And further this deponent saith not.

o O o

R. F. Jones

G. D. Gatling, being duly sworn deposes as follows:

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

A. G. D. Gatling, 43 years old, Gates, N. C., no occupation.

Q. Mr. Gatling, are you familiar with the tract of land of 150 acres formerly a part of the William G. Goodman land and now occupied by Mrs. Pierce?

A. Yes, sir.

Q. What do you think is the fee simple value of that farm with the timber on it?

A. $5300.00.

Q. What is the fee simple value of the land separate from the timber?

A. $1850.00.

Q. What do you judge to be the value of the timber?

A. $3450.00.

Q. What do you think the land and timber together would rent for per year?

A. $156.25.

Q. What do you think the land would rent for separate from the timber?

A. $70.00 per year.

Q. Would the timber land by itself have any rental value per year?

A. Yes, sir.

Q. What do you think would be the annual value of it?

A. $86.25.

Q. Mr. Gatling, are you figuring that on the basis of ownership of the timber by the person who is paying the rent value?

A. Yes, sir.

Q. Do you think the whole farm can be divided acre by acre among six parties that own it without materially damaging the value?

A. No, sir.

Q. Is there any separate part of it that could be divided without damaging it?

A. No, sir.

Q. If the parties want a division, is it best to sell the place and divide the proceeds or not?

A. I think it best to sell the place and divide the proceeds rather than divide the land.

Q. Would it bring more to sell the land and timber together or separately?

A. I think it would bring more to sell them separately.

Q. Camp Manufacturing Company owns that timber now with the right to cut it off until May 1, 1924. They want six years extension for cash and six more years for an annual payment. State what you think would be a reasonable price for that?

A. I should think $517.50 would pay for five years extension and $86.25 per year for six more years.

Q. Then, Mr. Gatling, when you stated the annual values of the timber land was $86.25, you meant that it was worth that to the owner to leave it on for a year?

A. Yes, sir.

And further this deponent saith not.

o O o

J. D. Gatling

G. T. Langston, being duly sworn deposes as follows:

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

A. G. T. Langston; 50 years old; Gates County; N. C.; farmer.

Q. Mr. Langston, are you familiar with the tract of land in Nansemond County, containing about 150 acres, left by William G. Goodman's Will to John Thomas Goodman and now occupied by his widow, Mrs. Alice Goodman Pierce?

A. Yes,sir.

Q. How long since you have been on the place to examine it?

A. Week before last.

Q. What do you think is the fee simple value of the whole place?

A. $2700.00.

Q. What do you think is the value of the land separate from the timber?

A. $1500.00.

Q. Then what do you think is the value of the timber itself?

$1200.00.

Q. What will the land rent for with the timber on it just as it stands?

A. $100.00.

Q. What do you think the land would rent for, disregarding the value of the timber?

A. The same, $100.00.

Q. Is the timber land worth anything except to the owner of the timber?

A. Only for fire wood.

Q. Can the whole farm be divided among five people acre by acre without damaging its value?

A. No, sir, it could not be done.

Q. Is there any distinct part of it that could be divided that way?

A. No, sir.

Q. If the owners want a division would it be to their advantage to sell it and divided the proceeds?

A. I think so.

Q. If you owned that tract of land and were going to sell it, would you expect to get a better price for the land and timber together or separately?

A. Separately.

Q. Camp Manufacturing Company owns that timber with the right to cut it off until May, 1924, They want six years extension of that time for cash. What do you think is a reasonable figure for them to offer?

A. $500.00.

Q. They want six years more, making a total of twelve years in all. What do you think would be a reasonable figure per year for the last six years?

A. Same as they paid for the first six.

Q. Then the annual payments which should be made according to your estimation would be 1/6 of $500.00?

A. Yes, sir.

And further this deponent saith not.

o O o

G. T. Langston

Alice Goodman Pierce,

et. als.

v.

John Thomas Goodman

et. als.

COMMISSIONERS REPORT

~~1923. Sept 27. filed.~~
~~g&m~~

Filed Sept. 17, 1923

G. E. Bunting, Clerk

M. Anderson Maxey

~~WILLIAM M. CRUMPLER~~

ATTORNEY AT LAW

SUFFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY

Alice Goodman Pierce, Guardian,

Plaintiff,

v.

John Thomas Goodman, et als,

Defendants.

ANSWER OF WILLIAM HARRY GOODMAN, INFANT DEFENDANT, IN PROPER PERSON.

The answer of William Harry Goodman, an infant over the age of fourteen years, to-wit: / sixteen years, in proper person, to a bill of complaint filed against him and others in the Circuit Court of Nansemond County, Virginia, by Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, infant.

For answer to the said bill this respondent adopts the answer already filed in his behalf and that of his infant co-defendants by J. Edward Moyler his Guardian ad litem, in which answer this respondent has placed his interest herein under the protection of the Court and prays that no decree be entered herein to his prejudice.

This respondent, who is now in his seventeenth year, has been fully advised of the purposes of the said bill, and believes that he understands the allegations therein and the purposes thereof. He believes the statements of the bill to be true and its purposes to be to the interest of himself and his infant co-defendants. So far as he lawfully may, therefore, he concurs in the prayers of the said bill.

And this respondent hereby agrees that any and all things may be done in this cause in vacation which may be done in term time.

And having fully answered he prays to be hence dismissed with his costs in this behalf expended.

William Henry Goodman

STATE OF VIRGINIA,

County of_____:

Subscribed and sworn to before me this_____day of _____1923.

My Commission expires on the_____day of_____19___.

_____

Notary Public.

VIRGINIA:

CIRCUIT COURT OF
NANSEMOND COUNTY.

PIERCE, GUARDIAN,

v.

GOODMAN, ET ALS.

Answer of William Harry Goodman,
infant, in proper person.

Filed May 28 1923.
J.L.m.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY

Alice Goodman Pierce, Guardian,

Plaintiff,

v.

John Thomas Goodman, et als,

Defendants.

ANSWER OF LUCY GOODMAN THOURTIS, INFANT DEFENDANT, IN PROPER PERSON.

The answer of Lucy Goodman Thourtis, an infant over the age of fourteen years, to-wit: eighteen years, in proper person, to a bill of complaint filed against her and others in the Circuit Court of Nansemond County, Virginia, by Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, infant.

For answer to the said bill this respondent adopts the answer already filed in her behalf and that of her infant co-defendants by J. Edward Moyler her Guardian ad litem, in which answer this respondent has placed her interest herein under the protection of the Court and prays that no decree be entered herein to her prejudice.

This respondent, who is now in her nineteenth year, has been fully advised of the purposes of the said bill, and believes that she understands the allegations therein and the purposes thereof. She believes the statements of the bill to be true and its purposes to be to the interest of herself and her infant co-defendants. So far as she lawfully may, therefore, she concurs in the prayers of the said bill.

And this respondent hereby agrees that any and all things may be done in this cause in vacation which may be done in term time.

And having fully answered she prays to be hence dismissed with her costs in this behalf expended.

LGT Lucy Goodman Lhoutis

VIRGINIA:

CIRCUIT COURT OF
NANSEMOND COUNTY.

PIERCE, GUARDIAN,

v.

GOODMAN, ET ALS.

Answer of Lucy Goodman Thourtis, infant, in proper person.

Filed May 28 1923.

J.L.m.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY

Alice Goodman Pierce, Guardian,

Plaintiff,

v.

John Thomas Goodman, et als,

Defendants.

THE ANSWER OF J. Edward Moyler, GUARDIAN AD LITEM,
IN PROPER PERSON.

The answer in proper person of J. Edward Moyler, Guardian ad litem of the infant defendants, Lucy Goodman Thourtis, William Harry Goodman and Sallie Rebecca Goodman, duly appointed to defend their interests in this suit, to a bill of complaint filed against him and others in the Circuit Court of Nansemond County, Virginia, by Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, infant.

This respondent, for answer to the said bill, says that he has carefully read the same and is advised as to the purposes thereof; that he believes the statements therein to be true and knows of no reason why the prayers therein should not be granted, or of any rights of any other persons which would thereby be violated. And he, therefore, concurs in the prayers of the said bill.

And this respondent hereby agrees that any and all things may be done in this cause in vacation which may be done in term time.

And having fully answered he prays to be hence dismissed with his costs in this behalf expended.

J. Edward Moyler
Guardian ad litem.

STATE OF VIRGINIA,

County of Southampton, to-wit:

I, John C. Parker Jr., a Notary Public in and for the State and County aforesaid do hereby certify that J. Edward Moyler, Guardian ad litem in the above named chancery suit, this day appeared before me in my County aforesaid and stated on oath that the matters contained in the foregoing answer are true.

Given under my hand this 28 day of May, 1923.

My Commission expires on the 15 day of Jan 1924.

John C. Parker Jr.
Notary Public.

CAMP MANUFACTURING CO.
FRANKLIN, VA.

VIRGINIA:

CIRCUIT COURT OF
NANSEMOND COUNTY.

PIERCE, GUARDIAN,

v.

GOODMAN, ET ALS.

Answer of Guardian ad litem
in proper person.

Filed May 28 1923.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY

Alice Goodman Pierce, Guardian,

Plaintiff,

v.

John Thomas Goodman, et als,

Defendants.

ANSWER OF CAMP MANUFACTURING COMPANY, A CORPORATION, DEFENDANT.

The answer of Camp Manufacturing Company, a corporation, to a bill of complaint exhibited against it and others in the Circuit Court of Nansemond County, Virginia, by Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, infant.

This respondent for answer to the said bill says:

1. That it is a corporation organized and existing under the laws of the State of Virginia.

2. That the statements contained in the said bill concerning the rights of this respondent under a deed from William G. Goodman, dated May 5th, 1909, are true and correct.

3. That this respondent has no knowledge of the other matters stated in the said bill, but since its rights under the said deed from William G. Goodman are fully protected by the prayers of the said bill, this respondent is willing that the prayers of the said bill be granted and partition orsale made as therein prayed.

And this respondent hereby agrees that any and all things may be done in this cause in vacation which may be done in term time.

And having fully answered this respondent prays to be hence dismissed with its cost in this behalf expended.

CAMP MANUFACTURING COMPANY,

By _____
President.

VIRGINIA:

CIRCUIT COURT OF
NANSEMOND COUNTY.

PIERCE, GUARDIAN,

v.

GOODMAN, ET ALS.

Answer of Camp Manufacturing
Company, a corporation.

Filed May 28 1923.
Jm.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY

Alice Goodman Pierce, Guardian,

Plaintiff,

v.

John Thomas Goodman, et als,

Defendants.

ANSWER OF INFANT DEFENDANTS BY GUARDIAN AD LITEM.

The answer of Lucy Goodman Thourtis and William Harry Goodman and Sallie Rebecca Goodman infant defendants, by J. Edward Moyler their Guardian ad litem duly appointed to defend their interests in this cause, to a bill of complaint filed against them and others in the Circuit Court of Nansemond County, Virginia, by Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman.

These respondents by their said Guardian ad litem for answer to the said bill say that they are infants of tender years, and, therefore, incapable of knowing or defending their rights in the premises. They, therefore, submit their interests to the protection of the Court and pray that no decree may be rendered to their prejudice.

And they hereby agree that any and all things may be done in this cause in vacation which may be done in term time.

And having fully answered they pray to be hence dismissed with their costs in this behalf expended.

LUCY GOODMAN THOURTIS,
WILLIAM HARRY GOODMAN,
SALLIE REBECCA GOODMAN,

By J. Edward Moyler
Guardian ad litem.

STATE OF VIRGINIA,
County of Southampton, to-wit:

I, John C. Parker, Jr., a Notary Public in and for the State and County aforesaid do hereby certify that J. Edward Moyler Guardian ad litem in the above named chancery suit, this day appeared before me in my County aforesaid and stated on oath that the matters contained in the foregoing answer are true.

Given under my hand this 18 day of May, 1923.

My Commission expires on the 15 day of January 1924.

John C. Parker, Jr.
Notary Public.

VIRGINIA:

CIRCUIT COURT OF
NANSEMOND COUNTY.

PIERCE, GUARDIAN,

v.

GOODMAN, ET ALS.

Answer of Infant Defendants by Guardian ad litem.

Filed May 28. 1923.
J.L.M.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY

Alice Goodman Pierce, Guardian,

Plaintiff,

v.

John Thomas Goodman, et als,

Defendants.

ANSWER OF JOHN THOMAS GOODMAN, DEFENDANT.

The answer of John Thomas Goodman to a bill of complaint filed against him and others in the Circuit Court of Nansemond County, Virginia, by Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman.

This respondent for answer to the said bill says:

1. That he is now a resident of Roanoke Rapids, North Carolina.

2. That he has read the said bill and believes the allegations therein to be true and the matters prayed therein to be to the interest of the owners of the tract of land therein described, including this respondent: wherefore he concurs in the prayers of the said bill.

And this respondent hereby agrees that any and all t hings may be done in this cause in vacation which may be done in term time.

And having fully answered this respondent prays to be hence dismissed with his costs in this behalf expended.

Witness
J. P. Jones

John his Thomas Goodman
mark

VIRGINIA:

CIRCUIT COURT OF
NANSEMOND COUNTY.

,PIERCE, GUARDIAN,

v.

GOODMAN, ET ALS.

Answer of John Thomas Goodman.

Filed May 28 1923.
2 PM

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY

Alice Goodman Pierce, Guardian,

Plaintiff,

v.

John Thomas Goodman, et als,

Defendants.

ANSWER OF ALICE GOODMAN PIERCE, DEFENDANT.

The answer of Alice Goodman Pierce to a bill of complaint exhibited against her and others in the Circuit Court of Nansemond County, Virginia, by Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, infant.

This respondent for answer to the said bill says: That she is the same person who as Guardian for her said infant ward is plaintiff in this case; that she, therefore, concurs in all the statements and prayers of the said bill.

And this respondent agrees that any and all things may be done in this cause in vacation which may be done in term time.

Alice G. Pierce

VIRGINIA:

CIRCUIT COURT OF
NANSEMOND COUNTY.

PIERCE, GUARDIAN,

v.

GOODMAN, ET ALS.

Answer of Alice Goodman Pierce.

Filed May 28. 1923.
J.L.M

VIRGINIA:

In the CLERK'S OFFICE of the CRCUIT CIOURT of the COUNTY OF NANSEMOND,

on the 28th day of April 192.3.

I, G. E. BUNTING, Clerk of the Circuit Court of the County of Nansemond, in the State of Virginia, do certify that it appears from the records of the said Court, on file in my office, that Alice C. Pierce

duly qualified on the 20th day of March, 192.3., as Guardian of Sallie Rebecca Goodman, infant under the age of thirteen years of ~~the estate of~~ ~~x~~ ~~x~~, ~~deceased~~ ~~x~~ and that she executed and acknowledged a bond as prescribed by law, in the penalty of $100.00., with J.P.Jones as surety.

GIVEN UNDER MY HAND the day and year first herein above written.

G E Bunting, Clerk,

By D. C.

EXHIBIT A.

VIRGINIA:

CIRCUIT COURT OF
NANSEMOND COUNTY.

PIERCE, GUARDIAN,

v.

GOODMAN, ET ALS.

Exhibit "A".

Filed May 28 1923.
A.m

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

IN CHANCERY.

Alice Goodman Pierce, Guardian of Sallie Rebecca Goodman, infant,

Plaintiff

v.

John Thomas Goodman, Alice Goodman Pierce, Camp Manufacturing Company, a corporation, Lucy Goodman Thourtis, who was Lucy Emma Goodman, William Harry Goodman, and Sallie Rebecca Goodman, the last three named being infants, and J. Edward Moyler their guardian ad litem,

Defendants.

BILL

To the Honorable James L. McLemore, Judge of the Circuit Court of Nansemond County, Virginia:

The plaintiff files this her bill of complaint and respectfully shows unto the court the following:

1. The plaintiff's former husband, James T. Goodman, was in his life time seised and possessed of certain real estate lying in Nansemond County, more particularly described as follows:

That certain tract of land in Holy Neck Magisterial District, Nansemond County, Virginia, containing 150 acres, more or less, being a part of the farm known as the William G. Goodman tract and being bounded and described as follows: Beginning at a newly chopped cedar tree in Somerton Road, a corner for the land of Sarah E. Allsbrook now owned by Camp Manufacturing Company; thence along the said road in a westerly direction to a hickory tree, a corner for the land of Mary Eure; thence along the line of the land of the said Mary Eure in a northerly direction to the center course of Somerton Creek; thence up the said creek along the course

> thereof in an easterly direction as the same meanders to its intersection with a branch known as the New Ground Branch, which intersection is a corner for the said land of Sarah E. Allsbrook now owned by Camp Manufacturing Company; thence up the course of the said branch as the same meanders and in a continuation of the line of the said branch to the point of beginning; excluding however a graveyard in the said tract containing one-half acre (1/2) more or less; it being identically the same tract of land devised to James T. Goodman by Item Five of the will of William G. Goodman dated March 1, 1906, and recorded in the Clerk's office for the Circuit Court of Nansemond County, Virginia, in Will Book 7, page 54.

and being so seised and possessed of the said real estate, James T. Goodman departed this life about the year 1912, leaving no will, and leaving his children, John Thomas Goodman, Lucy Emma Goodman, William Harry Goodman, and Sallie Rebecca Goodman, his only heirs at law, and leaving his widow, Alice Goodman, the plaintiff herein, who has since remarried and is Alice Goodman Pierce, and who is entitled to dower in the said real estate.

2. The plaintiff herein duly qualified as administratrix of the estate of James T. Goodman and has fully administered all of his personal estate and has paid all of his debts. The above mentioned real property is believed to be entirely free from any lien or encumbrances and constitutes all of the real property of James T. Goodman.

3. By order of this court entered March 20, 1923, your plaintiff was designated and appointed guardian of Sallie Rebecca Goodman, one of the infant children of your plaintiff and the said James T. Goodman, who is now thirteen years of age, and your plaintiff qualified as such guardian with the prescribed bond all as shown by a certificate of the Clerk of this Court hereto attached and marked "Exhibit A," and prayed to be read as a part of this bill.

4. By virtue of a deed from William G. Goodman, dated May 5, 1909, and recorded in the Clerk's Office of this court in Deed Book 68, page 8, Camp Manufacturing Company, a corporation, organized and existing under the laws of the State of Virginia, is the owner of the timber except oak timber, on the farm known as the Goodman Place containing 860 acres more or less and including that portion of the said farm which was devised by the said will of William G. Goodman to James T. Goodman, which portion is above described, together with the right to cut and remove at any time until and including May 5, 1924, all of the said timber which shall measure 10 in. in diameter and over from outside of bark to outside of bark at the time of cutting and together with certain other rights and privileges on the said land, all as more particularly described in the said deed from William G. Goodman, dated May 5, 1909, which is hereby referred to.

5. By reason of the above facts, the above named four children of your plaintiff and James T. Goodman are now tenants in common of the tract of land above described; and your plaintiff is of the opinion that it will be to the advantage of the said tenants in common to have the said tract of land partitioned among them according to their respective interests, and if partition in kind cannot be made then to have a sale of the entire property and a division of proceeds according to their respective interests, subject in each case to the dower rights of your plaintiff as widow of James T. Goodman; and your plaintiff is advised that she, as guardian of her infant ward above named, is entitled to come into a court of equity and request that such partition or sale be made.

6. In consideration of the premises your plaintiff prays:

(1) That James T. Goodman, Alice Goodman Pierce, Camp Manufacturing Company, a corporation, Lucy Goodman Thourtis, who was Lucy Emma Goodman and now is the wife of William Thourtis,

William Harry Goodman, and Sallie Rebecca Goodman, be made parties defendant to this bill; and John Thomas Goodman, Alice Goodman Pierce and Camp Manufacturing Company, a corporation, be required to answer this bill, but not upon oath, oath being hereby expressly waived; and that a guardian ad litem be appointed for Lucy Goodman Thourtis, William Harry Goodman, and Sallie Rebecca Goodman, who are infant defendants, and that the said guardian ad litem shall be required to file the answer of the said infants to this bill, and his own answer as guardian ad litem in proper person; and that Lucy Goodman Thourtis and William Harry Goodman, infants above the age of fourteen years, shall be required to answer this bill in proper person, but not upon oath, oath being hereby expressly waived.

(2) That the court make partition of the said land among the parties entitled thereto, subject to the rights of Camp Manufacturing Company under the deed above mentioned, first assigning dower therein to Alice Goodman Pierce as widow of James T. Goodman; and that if the said land, or any distinct and independent part thereof cannot be conveniently partitioned in kind to advantage that the court order a sale of the said land subject to the said rights of Camp Manufacturing Company and make distribution of the proceeds of sale according to the respective rights of those entitled including a commuted value of the dower right of Alice Goodman Pierce as widow of James T. Goodman; and if the dividends of the said infant defendants do not exceed $500.00 for each of them that the court order such dividends to be paid to Alice Goodman Pierce, their mother, who is your plaintiff, for their education, maintenance, and support.

(3) That all such other things be ordered and done as may be necessary for the complete disposition of this cause; and for and other and further relief, both general and special, as to equity may seem meet and the nature of the case may require.

And your complainant will ever pray, etc.

Alice Goodman Pierce, Guardian
of Sallie Rebecca Goodman, infant

by John C. Parker, Jr. attorney.

VIRGINIA, CIRCUIT COURT OF
NANSEMOND COUNTY

Alice Goodman Pierce, Gdn.
Plaintiff

v.

John Thomas Goodman, et als.
Defendants

BILL OF COMPLAINT

Filed May 28, 1923

JOHN C. PARKER, JR.
ATTORNEY AT LAW
FRANKLIN, VIRGINIA

HAMPTON ROADS PAPER CO., NORFOLK

Circuit Court Nansemond Co.

Pierce, gdn.

v.

Goodman, et als.