1933-066
Nansemond Co(Suffolk)

Chancery Causes: B.F. Lotimer vs B.F. Culpepper & P.S. Brinkley

Emory, Holmes

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON....B.F.Culpepper and P.S.Brinkley

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..September,1921..., to answer.....a.....Bill in Chancery, exhibited against.....them..... in the said Court by.....B.F.Latimer.....

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this.....22nd.....day of .....August....., 19.21.., in the ~~13~~ 146th year of the Commonwealth.

~~A copy—Teste:~~

....., Clerk.

Teste: G E Bunting

....., Clerk.

Executed on the 22 day of Aug. 1921 within the county of Nansemond, by delivering a true copy of the within process, in writing, to B. F. Culpepper ..... in person

E B Rawles
Sheriff of Nansemond County.

Executed on the 22 day of Aug 1921 within the county of Nansemond, by delivering a true copy of the within process, in writing, to P. S. Barkley ..... in person

E B Rawles
Sheriff of Nansemond County.

Original

W B Riggsbee ....., p. q.

B. P. Culpepper .....

.....

vs. } In Chancery.

B. P. Culpepper &
P. S. Barkley
.....

19.21..

September ....Rules.

1st .....Monday.

NANSEMOND COUNTY COURT,

Process Book, No. 5.

Page.....

Executed this.....day of.....191... by delivering a true copy of the within process

to .....

.....

.....

.....

.....

.....

in person, in the County of Nansemond, State of Virginia.

.....Sheriff.

W. P. LIPSCOMB
ATTORNEY AT LAW
COMMONWEALTH'S ATTORNEY FOR THE CITY OF SUFFOLK
SUFFOLK, VIRGINIA

E. F. Latimer,

vs.

D. F. Culpepper and E. S. Brinkley.

G. E. Dunting, Esq.,

Clerk Circuit Court of Nansemond County, Va.,

Suffolk, Virginia.

Dear Sir:-

Kindly issue chancery subpoenas in the above suit, returnable to First (1st) September, 1921, rules.

Very truly,

James H. Corbitt

&

W. P. Lipscomb

p. q.

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 ($1000.00).....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 ....
.....
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.....
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.....
.....

R. H. Lawrence .....(Seal)
New Amsterdam Casualty Co. .....(Seal)
By Vernon A. Jones, Atty in fact .....(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

C. R. Wallace & Co.
Printers
Suffolk, Va.

To } The Commonwealth

LAW OFFICES
OLD & BROCKENBROUGH
ROOMS 511-515 LAW BUILDING
NORFOLK, VIRGINIA

WILLIAM W. OLD, JR.
EDWARD BROCKENBROUGH

October 8, 1921.

Judge Jas. L. McLemore,
Suffolk, Va.

Dear Judge:-

Enclosed I send you the answer in the suit of B. F. Latimer against B. F. Culpepper and P. S. Brinkley, together with decree allowing said answer to be filed. I would appreciate the favor if you would give your attention to this matter.

Yours very truly,

O/S.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

B. F. LATIMER.....COMPLAINANT.

VS.

B. F. CULPEPPER AND P. S. BRINKLEY.....DEFENDANTS.

On motion of complainant, by counsel, the injunction awarded the complainant on August 20, 1921, is continued in force until November 15, 1921, unless sooner dissolved or enlarged.

B. F. Latimer,

vs.

B. F. Culpepper et al.

Order continuing in-
junction in force.

Entered Oct. 15, 1921

J. W. Brooks

#5-Fg. 362

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND, VIRGINIA.

B. F. LATIMER

v.

B. F. CULPEPPER and

P. S. BRINKLEY

IN CHANCERY.

On Motion of B, F. Culpepper and P. S. Brinkley, by Counsel, leave is given them to file their answer in the above mentioned cause and the said answer is accordingly filed.

In the Circuit Court
of Richmond County,

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B. F. Lefevre
v. (In Eq.)
Collegiate Church,

=

Bruce

=

Entered Octo. 10
1921.

A. L. McLemore

=

5 Fg. 360

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

B. F. Latimer,

vs.

B. F. Culpepper and P. S. Brinkley.

On motion of complainant, B. F. Latimer, an injunction is awarded, in accordance with the prayer of the bill this day filed enjoining and restraining B. F. Culpepper and P. S. Brinkley, their agents and employees, and all others, from cutting, removing, or in any way interfering with the timber on those certain tracts of land mentioned in complainant's bill and therein described as follows:-

"All that certain tract or parcel of land in Nansemond County, Virginia, about One (1) mile East of Magnolia Station, and on the South side of the right of way of the Seaboard Air Line Rail Road, containing by survey Seventy (70) acres, bounded and described as follows:

"Commencing at a point on the South side of said right of way at the Northwest corner of the Magnolia Springs Farm now owned by M. M. Keeter, and running thence Southwardly along said Keeter land Thirty Five Hundred and Fifty-four (3554) feet to the old Bernard tract of land, thence in a Westerly direction along said Bernard land to a corner, thence in a Northerly direction along said Bernard land Sixteen Hundred and Forty (1540) feet to a gum, thence a little Northwesterly about Fifty (50) feet, more or less, thence on in a Northerly direction, all lines being straight, along said Bernard land to a large oak, thence in a somewhat Northeasterly direction about Two Hundred and Fifty (250) feet, more or less, to the right of way of said Seaboard Air Line Railway, thence in an Easterly direction along the South side of said right of way about Six Hundred and Twenty-seven (627) feet to said Keeter land, the point of beginning.

"Bounded on the North by said right of way, East by the land of M. M. Keeter, South and West by said Bernard land.

"Also included in this tract is Eight (8) acres for which a quitclaim deed was given to the said Emory by Isaac Holmes and Elmira Holmes, his wife, deed for same being duly of record in said Clerk's Office."

This injunction shall expire on the 15th day of October, 1921, unless sooner dissolved or enlarged by this Court.

But before this injunction shall take effect, the said B. F. Latimer, or some one for him, shall enter into bond before the Clerk of this Court, with surety to be approved by said Clerk, in the penalty of $1000, conditioned to pay all such costs as may be awarded against him and all such damages as may be incurred in case the injunction shall be dissolved.

To the Clerk of the Circuit Court
of Nansemond County, Virginia.

B. F. Latimer,
vs.
B. F. Culpepper and
P. S. Brinkley.

Injunction Order.

6
Entd August 20. 1914
Jas. L. McLemore

Entered in Chancery
Order Book No. 5,
page 355.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

B.F.Latimer,

vs.

B.F.Culpepper and P.S.Brinkley.

On motion of complainant, ~~B.F.~~ W.F. Latimer, an injunction is awarded in accordance with the prayer of the bill this day filed enjoining and restraining ~~B.F.~~ W.F. Culpepper and ~~P.S.~~ Brinkley, ~~their~~ his agents and employees, and all others, from ~~cutting~~ Felling, removing, selling or in any way interfering with the timber Stock on those certain tracts of land mentioned in complainant's bill and therein described as follows:-

"All that certain tract or parcel of land in Nansemond County, Virginia, about one (1) mile East of Magnolia Station, and on the south side of the right of way of the Seaboard Air Line Rail Road, containing by survey Seventy (70) acres, bounded and described as follows:

"Commencing at a point on the South side of said right of way at the Northwest corner of the Magnolia Springs Farm now owned by M.M.Keeter, and running thence Southwardly along said Keeter land Thirty Five Hundred and Fifty-four (3554) feet to the old Bernard tract of land, thence in a Westerly direction along said Bernard land to a corner, thence in a Northerly direction along said Bernard land Sixteen Hundred and Forty (1640) feet to a gum, thence a little Northwesterly about Fifty (50) feet, more or less, thence on in a Northerly direction, all lines being straight, along said Bernard land to a large oak, thence in a somewhat Northeasterly direction about two hundred and Fifty (250) feet, more or less, to the right of way of said Seaboard Air Line Railway, thence in an Easterly direction along the South side of said right of way about six hundred and twenty-seven (627) feet to said Keeter land, the point of beginning.

"Bounded on the North by said right of way, East by the land of M.M.Keeter, South and West by said Bernard land.

"Also included in this tract is Eight (8) acres for which a quitclaim deed was given to the said Emory by Isaac Holmes and Elmira Holmes, his wife, deed for same being duly of record in said Clerk's Office."

This injunction shall expire on the 15th day of October, 1921, unless sooner dissolved or enlarged by this court.

But before this injunction shall take effect, the said B.F.Latimer, or W.F.T. some one for him, shall enter into bond before the Clerk of this Court, with securety to be approved by said Clerk, in the penalty of $1000, conditioned to pay all such costs as may be awarded against him and all such damages as may be incurred in case the injunction shall be dissolved.

Signed James L.McLemore, Judge,

A true copy:

Teste:---G.E.Bunting---Clerk.

I hereby certify that the bond required has been given with security approved by me

---G.E.Bunting---Clerk.

Executed on the 22 day of Aug 1921 within the county of Nansemond, by delivering a true copy of the within process, in writing, to B F Culpepper in person

E B Rawles
Sheriff of Nansemond County

Executed on the 22 day of Aug 1921 within the county of Nansemond, by delivering a true copy of the within process, in writing, to P S Brinkley in person

E B Rawles
Sheriff of Nansemond County.

B.F.Latimer

vs

B.F.Culpepper and

P.S.Brinkley

Injunction Order

Entered August 20,1921

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF NANSEMOND.

B. F. LATIMER

V. IN CHANCERY.

B. F. CULPEPPER AND P. S. BRINKLEY.

The answer of B. F. Culpepper and P. S. Brinkley to the bill of complaint filed against them in the Circuit Court of the County of Nansemond, Virginia.

These defendants, reserving to themselves the benefit of all just exceptions to the said bill of complaint, for answer thereto, or to so much thereof as they are advised that it is material they should answer, answer and say:-

1. That they know nothing of the deed to said B. F. Latimer from Frederick A. Emory, dated July 25th, 1914, set out in said bill, and call for proof of same, also for proof that the property thereby conveyed is contained within the bounds of the property hereinafter mentioned; and, if so contained, for further proof that the title to such land as is contained within the bounds of the property hereinafter mentioned, is superior to the title of the Protective Land and Lumber Corporation, the grantors of these defendants.

2. That, by deed dated February 3rd, 1920, duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 94, page 145, the Protective Land and Lumber Corporation conveyed to these defendants all of the timber and wood, of every kind whatsoever, located, on -, "All that certain tract or parcel of land, situated in Cypress Magisterial District, County of Nansemond, Virginia, containing 285 acres, more or less, lying on the north side of the Norfolk & Western Railway, and bounded on the north by the lands of M. M. Keeter and others; on the east by the lands of M. M. Keeter and the land of Camp Manufacturing Company, formerly belonging to Dismal Swamp Land Company; on the south by the right of way of the Norfolk & Western Railway; and on the west by the center

line of the tributary ditch separating the property hereby conveyed from the property conveyed by said Protective Land and Lumber Corporation to W. M. Ballard by deed dated June 1st,1918."

A copy of said deed is herewith filed and reference is made to the deed book in which same has been recorded as hereinbefore set out.

By virtue of this deed these defendants have title to the timber and wood on the tract above mentioned; and, as stated by the complainand in his bill, they have commenced cutting and removing said wood and timber; and it is their intention to cut and remove all of the wood and timber off of said tract.

These defendants, therefore, aver that they are only asserting their rights in the premises by virtue of their ownership of the wood and timber on said tract above mentioned; and call for proof on the part of said complainant not only that a part of the land so conveyed to him is included within the bounds of the tract upon which the wood and timber has been conveyed to them as aforesaid, and, if so, contained, that his title to such part is superior to the title of the Protective Land and Lumber Corporation, the grantor of your defendants.

These defendants pray that, as they have already commenced cutting the wood and timber off of the tract above set out; and the cessation of the labors in this respect for a long period will damage them considerably, the said injunction be dissolved.

And now having fully answered these defendants pray to be hence dismissed with their reasonable costs in this behalf expended.

B. F. Culpepper

R. S. Brinkley

Dan'l Broadwater

Counsel

Penfield, Va.

THIS DEED, made the 3rd day of January, in the year nineteen hundred and twenty, between Protective Land and Lumber Corporation, a corporation duly chartered and organized under the laws of the State of Virginia, party of the first part, and B. F. Culpepper and P. S. Brinkley, of the County of Nansemond, Virginia, parties of the second part;

WITNESSETH That for and in consideration of the sum of Thirty-eight hundred and fifty dollars ($3850.00) cash in hand paid, the receipt of which is hereby acknowledged, the said Protective Land and Lumber Corporation doth grant and convey, with general warranty, unto the said parties of the second part, all that certain tract of land in the County of Nansemond, Virginia, owned by the said party of the first part, and bounded and described as follows, to-wit:-

All that certain tract or parcel of land, situated in Cypress Magisterial District, County of Nansemond, Virginia, containing 285 acres, more or less, lying on the north side of the Norfolk & Western Railway, and bounded on the north by lands of M. M. Keeter and others; on the East by the lands of M. M. Keeter and the land of Camp Manufacturing Company, formerly belonging to Dismal Swamp Land Company; on the South by the right of way of the Norfolk & Western Railway; and on the West by the center line of the tributary ditch separating the property hereby conveyed from the property conveyed by said Protective Land & Lumber Comporation to W. M. Ballard by deed dated June 1st, 1918;

The property hereby conveyed being a part of the property conveyed to the said party of the first part by W. Lynch and wife by deed dated March 28th, 1912, duly of record in the Clerk's Office of the Corporation Court of the County of Nansemond, Virginia, in D. B. 72, page 257, and the balance of 484 1/4 acre tract conveyed firstly in said deed, after deducting 199.2 acres sold to W. M. Ballard by deed dated June 1st, 1918, duly recorded.

The said parties of the second part are to have four years from this date in which to cut and remove said timber and wood off the said tract of land, and for this purpose are to have the right to construct all necessary tram roads through and across said property in order to get out the said wood and timber, The said parties of the second part covenant that they will use, so far as possible, the present roads as established through the said property.

The said party of the first part reserves for itself and its assigns the right to use or to lease to parties for cultivation, or ot sell any of the land upon which the timber and wood have been removed, or upon which there is now no timber or wood, the said parties of the second part hereby agreeing and covenanting to clear the land as they proceed with the work unless prevented by weather conditions. The said parties of the second part agree to pay one-half of the taxes assessed against said property during the continuance of this contract.

It is understood and agreed that only the wood and timber are hereby conveyed, and that the fee simple title to the land itself is still to be the property of the party of the first part.

WITNESS the following signatures and seals:

PROTECTIVE LAND AND LUMBER CORPORATION
By
Bessie Lynch,
Vice-President.

ATTEST:
Wm. W. Old, Jr.
Secretary and Treasurer.

B. F. Culpepper (SEAL)

P. S. Brinkley (SEAL)

STATE OF VIRGINIA:

CITY OF NORFOLK, TO-WIT:-

I, Grace L. Dowding, a Notary Public for the City aforesaid, in the State of Virginia, do certify that Bessie Lynch and Wm. W. Old, Jr., whose names are signed as Vice-President, and as Secretary and Treasurer respectively, of Protective Land and Lumber Corporation, to the writing hereto annexed, bearing date on the 3rd day of January, 1920, have acknowledged the same before me in my City aforesaid.

Given under my hand this 5th day of January, 1920.
My term of office expires on the 9th day of January, 1920.

Grace L. Dowding.
Notary Public.

STATE OF VIRGINIA:

CITY OF NORFOLK, TO-WIT:-

I, Edward Brockenbrough, a Notary Public for the City aforesaid, in the State of Virginia, do certify that B. F. Culpepper and P. S. Brinkley, whose names are signed to the writing hereto annexed, bearing date on the 3rd day of January, 1920, have acknowledged the same before me in my City aforesaid.

Given under my hand this 15th day of January, 1920.
My term of office expires on the 1st, day of October, 1922.

Edward Brockenbrough,
Notary Public.

In the Circuit Court of Norfolk County

B. F. Eaton

v.

B. F. Griffith

and

J. S. Brock

Bill of Complaint

1921. Acto 10. filed.
J. L. M.

OLD & BROCKENBROUGH
ATTORNEYS AT LAW
NORFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

B. F. LATIMER,

vs.

B. F. CULPEPPER AND P. S. BRINKLEY.

TO THE HONORABLE JAMES L. McLEMORE, JUDGE OF SAID COURT:-

Humbly complaining, your complainant, B. F. Latimer, respectfully shows unto the Court:-

That Frederick A. Emory by deed dated July 25, 1914, admitted to record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, August 28, 1914, and recorded in D. B. No. 80, page 25, sold and conveyed unto your complainant 2 tracts of land, described in said deed as follows, to-wit:-

"All that certain tract or parcel of land in Nansemond County, Virginia, about One (1) mile East of Magnolia Station, and on the South side of the right of way of the Seaboard Air Line Rail Road, containing by survey Seventy (70) acres, bounded and described as follows:

"Commencing at a point on the South side of said right of way at the Northwest corner of the Magnolia Springs Farm now owned by M. M. Keeter, and running thence Southwardly along said Keeter land Thirty Five Hundred and Fifty-Four (3554) feet to the old Bernard tract of land, thence in a Westerly direction along said Bernard land to a corner, thence in a Northerly direction along said Bernard land Sixteen Hundred and Forty (1640) feet to a gum, thence a little Northwesterly about Fifty (50) feet, more or less, thence on in a Northerly direction, all lines being straight, along said Bernard land to a large oak, thence in a somewhat Northeasterly direction about Two Hundred and Fifty (250) feet, more or less, to the right of way of said Seaboard Air Line Railway, thence in an Easterly direction along the South side of said right of way about Six Hundred and Twenty-seven (627) feet to said Keeter land, the point of beginning.

"Bounded on the North by said right of way, East by the land of M. M. Keeter, South and West by said Bernard land."

"Also included in this tract is Eight (8) acres for which a quitclaim deed was given to the said Emory by Isaac Holmes and Elmira Holmes, his wife, deed for same being duly of record in said Clerk's Office."

That the said land has valuable timber thereon, which said land and timber are owned by your complainant in fee simple absolute.

That B. F. Culpepper and P. S. Brinkley are threatening to trespass on said land and to cut and remove the timber thereon, and are actually cutting and removing the said timber, having

already cut and removed a considerable quantity thereof; and, unless the said B. F. Culpepper and P. S. Brinkley are restrained by this Honorable Court, they will continue to trespass on said land and cut and remove the timber thereon, in total destruction of your complainant's estate and property rights therein, and to your complainant's irreparable damage.

IN TENDER CONSIDERATION WHEREOF, and inasmuch as your complainant is without remedy in the premises save in a court of equity, wherein all such matters are alone and properly cognizable, to the end that justice may be done, your complainant prays that the said B. F. Culpepper and P. S. Brinkley may be made parties defendant to this bill and be required to answer the same, though answer under oath is hereby expressly waived; that proper process issue; that the said ~~B. F. Culpepper and P. S. Brinkley~~ H H H, their agents and employees, and all others, be restrained and enjoined from cutting or removing any of the timber upon the above-described land, or interfering in any manner therewith, or interfering in any manner with your complainant in the full enjoyment of his rights to said land and timber; that the said ~~B. F. Culpepper and P. S.~~ Brinkley be required to pay to your complainant damages for such timber as they have already cut from said land; that all necessary inquiries and accounts be directed and taken; that all proper orders and decrees may be entered; and that your complainant may have such other, further, general and special relief as the nature of the case may require or to equity may seem meet. And your complainant will ever pray, etc.

James H Cobb Jr
W.P. Lipscomb J.P.Q.

B. F. Latimer.

STATE OF VIRGINIA;
CITY OF SUFFOLK; TO-WIT:-

I, W. P. Lipscomb, a Commissioner in Chancery for the Circuit Court of the city of Suffolk, Virginia, do certify that B. F. Latimer this day personally appeared before me in my city aforesaid and made oath that the statements contained in the foregoing bill are true, to the best of his knowledge, information and belief.

Given under my hand this 20th day of August, 1921.

W. P. Lipscomb
Commissioner in Chancery.

B. F. Latimer,

vs.

B. F. Culpepper

and T. S. Brinkley.

B I L L .

1921 August 20. filed.

W. P. LIPSCOMB

ATTORNEY AT LAW

COMMONWEALTH'S ATTORNEY FOR THE CITY OF SUFFOLK

SUFFOLK, VIRGINIA

B. P. Matthews
18 Oz. 3 Injunction.

B. P. Culpepper and
P. P. Smith

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