

1933-204

Nansemond County (Suffolk)

Chancery Causes: Camp Manufacturing Co] 236

vs

I.A. Luke, Roy R. Knight, John T. Phillips

* All old chancery cases dismissed in this year

Folder 1 of 2

Harris, Dillard, Riddick, Gwynn,
Scott, Whitehead, Brinkley, Williams,
Elliott, Edwards, Rawls, Tucker,
Bristow, Eley, Barden

Lied March 5th 1917.

TO THE HONORABLE JAMES L. MCLEMORE,

JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY.

Humbly complaining, sheweth unto the court, your orator,
David F. Riddick, the following case:

Your orator says that his kinsman and relative, Charles
Harris, was in his life time seized and possessed of the follow-
ing real estate, to-wit:

(1) A certain tract of land situated in Nansemond County,
Virginia, containing Forty-six (46) acres, more or less, and
bounded by the lands of Louisa Holland, Seth Howell, Washington
Lawrence, and the County road leading from Franklin, Virginia,
to Gatesville, North Carolina; it being the tract which was
conveyed to the said Charles Harris by James E. Jones, Trustee,
by deed dated October 1st, 1871, and recorded in D.B.No.3,
Page 63, in the Clerk's Office of Nansemond County, a copy of
which deed is herewith filed, marked Exhibit "A", and prayed
to be read as a part of this bill.

(2) Another tract of land containing about one hundred
and thirty-six acres, more or less, situated in the County and
State aforesaid, and bounded th the lands of John Wilson Darden,
Baker Davidson, Fortune Johnson and the Factory Hill County
Road; it being the same tract that was conveyed to the said
Charles Harris, by A. C. Eley, and others, by deed dated Febru-
ary 4th, 1884, and recorded in D.B. No. 13, Page 273, in said
Clerk's Office, a copy of which said deed is herewith filed
marked Exhibit "B" and prayed to be read as a part of this bill.
But from said original tract, which at that time contained two

hundred and thirty-six (236) acres, the said Charles Harris had sold and conveyed to Clinton Dillard one hundred (100) acres, by deed dated the 22nd day of February, 1900, and recored in D. B. No. 44, Page 551, in said Clerk's Office as will more fully appear by an examination of the records of said office.

Your orator further says that on the 21st day of September, 1897, the said Charles Harris executed a deed which is recored in D.B.No.38,Page 674, in said office, by which he conveyed all of said land, together with a lot of chattel property, to his wife, Ellen Rebecca Harris, for her natural life, and after her death to revert to the said Charles Harris and his heirs. as will more fully appear from a copy of said deed herewith filed, marked Exhibit "C" and prayed to be read as a part of this bill.

Your orator further says that the said Charles Harris departed this life some time during the year 1900, leaving his widow Ellen Rebecca Harris, who also departed this life in the latter part of the year 1916.

Your orator further says that there was no issue by said marriage.

Your orator further says that Charles Harris had two sisters Margaret Gynn and Louisa Riddick, and one brother William H. Harris; that his sister Margaret Gwynn is now living and is one of his direct heirs; that his sister Louisa Riddick is dead, leaving the following heirs: Her son David T. Riddick, your orator, who has no wife; her son Lewis N. Riddick, who married

Antionette; her daughter Mary E. Scott, who married John Scott; her daughter Ella Whitehead, who married Walter Whitehead; her son William H. Riddick who is himself now dead and whose wife is dead, but who left one child, a girl, over the age of twenty-one (21) years, but whose name and residence are unknown to your orator; and a son Paul M. Riddick, who died many years ago, leaving no wife or children. He says that the brother William H. Harris has departed this life, leaving no widow and the following children, to-wit: Maggie Brinkley, unmarried, Anna Williams whose husband is Jesse Williams; Charles Brinkley whose wife is Salle Brinkley; John Brinkley, whose wife is Martha Brinkley; Laura Elliott, whose husband is Cornelius Elliott; William Brinkley, who is single; Mattie Edwards, whose husband is John Edwards; all of said heirs being of age .

Your orator further states that there are or may be persons interested in the subject to be divided or disposed of whose names are unknown, and who he desires shall be made defendants to this suit under the general description of parties unknown.

Your orator further says that the said real estate is as he believes, not susceptible of partition among the parties entitled thereto, but if it should be susceptible of such partition, without a sacrifice of interest, then he prays that the same may be partitioned according to law, and if said real estate should not be susceptible of a partition in kind among the parties entitled thereto, without sacrifice of interest, then he believes that the interest of those who are entitled to the said real

estate, or its proceeds, will be promoted by a sale of the whole of said real estate, and a division of its proceeds.

Your orator is informed that one Richard Jones, has brought suit by his next friend, I. A. Luke against the heirs of the said Charles Harris, setting up a claim to said land by virtue of a certain alleged verbal contract for services rendered, and that said suit is now pending in the Circuit Court of this county; that the defendants in said suit have demurred to the bill therein and have also answered the same, and that the said cause now stands upon said demurrer and said bill and answer.

IN TENDER CONSIDERATION WHEREOF, As forasmuch as your ~~XXXX~~ ~~plaintiff~~ orator is without remedy in the premises, save by the aid of a Court of Equity, where such matters are alone and properly cognizable, he prays that the said Margaret Gwynn, Lewis N. Riddick, Antionette Riddick, Mary E. Scott, John Scott, Ella Whitehead, Walter Whitehead, William Lewis Riddick, Maggie Brinkley, Anna Williams, Jesse Williams, Charles Brinkley, Sallie Brinkley, John Brinkley, Martha Brinkley, Laura Elliott, Cornelius Elliott, William Brinkley, Mattie Edwards, John W. Edwards, and the unknown heirs at law of William H. Riddick, Frederick B. Riddick and Charles Harris, and all other parties interested in the subject matter of the above suit under the general description of parties unknown, may be made parties defendant to this bill, and required to answer the same, though an answer under oath is hereby waived; that proper process may issue; that all proper accounts and depositions may be taken; that the said real estate may be partitioned and divided among the parties entitled

to receive the same, if it be susceptible of such partition, without a sacrifice of interest, and that if said real estate be not so susceptible of such partition without a sacrifice of interest, that the same may be sold and the proceeds divided among those entitled thereto; that a proper guardian ad litem may be assigned to the infant defendant, and required to defend its interest therein.

Add for all such other, further and general relief as this case may require, or which to equity may seem meet, and your orator will every pray, etc.

Notice is hereby given that the court will be asked to allow a proper counsel fee to counsel for complainant in this case, for services rendered herein.

David T. Riddick

State of Virginia,
County of Southampton, to-wit:

I, Ruth M. Owans a notary Public for the County aforesaid in the State of Virginia, whose term of office expires on the 27th day of July, 1918, to certify that David T. Riddick whose names is signed to the foregoing bill has this day personally appeared before me, in my County aforesaid, and after being duly sworn, made oath that the statements contained in the said bill as coming of his own knowledge are true, and that all other statements therein contained, as coming from knowledge or information derived from others, he believes to be true.

Given under my hand this 27th day of January, 1917.

Ruth M. Owans
Notary Public.

Entered May 18th 1917.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

David T. Riddick,

In Chancery

vs.

Margaret Gwynn, et als

It having been suggested to the Court that since the institution of this suit, the plaintiff, David T. Riddick has departed this life, on motion of Lewis N. Riddick, Mary E. Scott, Ella Whitehead and William Lewis Riddick, heirs-at-law and real representatives of the said David T. Riddick it is ordered that the said suit be revived and proceeded in hereafter in the names of Lewis N. Riddick, Mary E. Scott Ella Whitehead and William Lewis Riddick.

Filed May 13th 1918.
HONCRABLE JAMES L. MCLEMORE,

JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY.

Richard Jones.....Petitioner

vs.

E. E. Wagner, Sheriff, and, as such, personal
representative of the estate of Charles Harris,
deceased, David T. Riddick, et als.....Defendants

Your petitioner, Richard Jones, shows to your Honor
the following case:

In March, 1917, David T. Riddick instituted suit
against Margaret Gwynn et als for the partition of certain
tracts of land situated in Nansemond County, Virginia, of which
Charles Harris died, seized and possessed, and said property if
fully described in the bill of the complainant referred to in
a suit insituted by your petitioner, Richard Jones against the
heirs of Charles Harris, in which you petitioner claims said
land.

Since this suit was instituted your petitioner has become
twenty-one years of age. Your petitioner has been advised
that the land cannot be partitioned until his rights are
passed upon, and, therefore, he asks to be made a party to
this partition suit of David T. Riddick, Complainant against
Margaret Gwynn et als, Defendants.

On the 3rd day of March, 1900, the mother and father of
your petitioner entered into a contract with Charles Harris,
sometimes called Charles Dillard, as follows:

This is to certify that I, Texanna Holland of the County
of Nansemond and State of Virginia, have this 3rd day of

day

March, 1900, given to Charles Dillard, and do by these presents grant and bequeath unto the said Charles Dillard and his heirs my son Richard Jones aged three years till the same child becomes of lawful age.

As witness my hand and seal this day and date above given.

Texanna Holland (Seal)

STATE OF VIRGINIA:

County of Nansemond, to-wit:

I, I. A. Luke, a Notary Public in and for the County and State aforesaid, do hereby certify that Texxanna Holland, whose name is signed to the foregoing writing bearing date the 3rd day of March, 1900, has acknowledged the same before me in my County aforesaid.

Given under my hand this 3rd day of March, 1900.

I, A. Luke, N. P."

The original contract is filed with said bill and marked Exhibit "A", and asks to be read as a part of said bill.

When the said Texanna Holland, mother of your complainant, executed this contract of adoption the said Charles Harris then and there solemnly agreed and faithfully promised the said Texanna Hol and for her son, Richard Jones, that he, the said Charles Harris, would give everything he had at his death to the said Richard Jones if the said Richard Jones remained with him and his wife during their lives. With this understanding and agreement the said Texanna Holland for her son consented and did allow her son, Richard Jones, to live with the said

Charles Harris and Ellen Rebecca Harris, and the said Richard Jones, your petitioner, remained with them until their deaths and took care of both of them up to the present time; and relying upon the said promise, the said Texanna Holland consented for the said Charles Harris to adopt her son, Richard Jones, and according to his agreement to give him what he had at his death, and the said Charles Harris and Texanna Holland fully understood that the writing they entered into lawfully adopted the said Richard Jones and made him, the said Richard Jones, the child and heir at law of the said Charles Harris, and entitled him to the rights and privileges and subject to all the obligations of a child as much so as if he had been born of the said Charles Harris in lawful wedlock. Under this arrangement, the said Texanna Holland gave to Charles Harris the said Richard Jones, your petitioner, and he stayed with them, the said Charles Harris and Ellen Rebecca Harris until they died.

Your petitioner did all he could for the ^{care and} comfort ~~and~~ of the said Charles Harris and Ellen Rebecca Harris. So kind and so tender was he of the Charles Harris and Ellen Rebecca Harris that they spoke of him in the kindest words on their death beds, and repeated over and over that he was to have all of the property, and both of them fully ~~that~~ believed that the contract which was entered into the 3rd day of March, 1900, gave him said property.

Your petitioner worked said land for years, clearing up the land, cultivating and improving the same, and states that there is no remedy in law by which he could be adequately compensated for the work he had done and the further arrangements he has made depending upon the contract set up in this bill.

In consideration whereof, and forasmuch as your complainant is remediless save by the aid of a court of equity, he prays that he may be allowed to file this, his petition, and be made a party defendant to the bill of David T. Riddick complainant against Margaret Gwynn, et als, Defendants, and that your honor will direct a deed to be executed conveying said property mentioned in said bill to your petitioner, Richard Jones; that all proper orders and decrees may be made, and accounts taken, and inquired directed; and that your complainant may have all such further and other and general relief in the premises as the nature of his case may require, or to equity shall seem meet.

Witness-

S. E. Everett

his
Richard X Jones
mark

Petitioner

S. E. Evertt
Counsel

State of Virginia,
City of Suffolk, to-wit:

Richard Jones complainant named in the foregoing bill, being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be upon information he believes them to be true.

Witness

S.E. Everett.

his
Richard X Jones
mark

Petitioner

Taken, sworn to and subscribed before me, S. E. Everett,
a Notary Public of and for the City and State aforesaid, in
my City aforesaid, this 11th day of April, 1918.

S. E. Everett,

Notary Public.

Entered May 13^d 1918

David T. Riddick having died since the institution of this suit, same has been revised in the names of Lewis N. Riddick, Mary E. Scott, Ella Whitehead and William Lewis Riddick, heirs at law and real representatives of the said David T. Riddick. deceased.....Complainants vs.

Margaret Gwynn, Lewis N. Riddick, Antionette Riddick, Mary E. Scott, John Scott, Ella Whitehead, Walter Whitehead, William Lewis Riddick, Maggie Brinkley, Anna Williams, Jesse Williams, Charles Brinkley, Sallie Brinkley, John Brinkley, Martha Brinkley, Laura Elliott, Cornelius Elliott, William Brinkley, Mattie Edwards, John W. Edwards, and the unknown heirs at law of William H. Riddick, Frederick B. Riddick, and Charles Harris.....Defendants

This cause in which the plaintiffs have proceeded against the said William Lewis Riddick in the mode prescribed by law against absent defendants, and as to the unknown heirs at law and distributees of William H. Riddick, Frederick B. Riddick, and Charles Harris, deceased, in the mode prescribed by law against unknown defendants, came on this day to be heard on the bill taken for confessed as to all other defendants on whom process has been duly served, they will failing to appear and plead answer or demur to the said bill; and on the petition this day filed of Richard Jones with general replications there-to, and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree that the papers in this cause be referred to one of the commissioners of this Court, who is directed to enquire into and report:

1. Whether the real estate in the bill mentioned can be conveniently divided in kind among the parties entitled to share therein.

2. If the same cannot be conveniently divided, whether any party will take the entire property and pay therefor to the other parties such sums of money as their interest therein may entitle them to.

3. And, if the same cannot be conveniently divided, and if no party will take the entire property and pay the others for their interest, whether the interest of those who are entitled to the said property or its proceeds will be promoted by the sale of the property or by the allotment of part and the sale of the residue.

4. Whether there are any delinquent taxes due on said land or any other liens.

5. The fee simple and annual value of said land.
the proper

6. Whether all parties in interest are before the Court, and especially as to the heirs of Wm. H. Riddick, Frederick B. Riddick and Charles Harris.

7. Whether Richard Jones, the petitioner has any rights in the said property of said Charles Harris, deceased, as an adopted child, and if so, what interest the said Richard Jones has in the estate of the said Charles Harris, deceased.

David T. Riddick et als
vs. Decree
Margaret Gwynn, et als

Enter the 13th day of May,
1918.

Jas. L. McLemore

Entered in Chancery
Order Book No. 5,
Page 148

Filed May 25/18

Virginia,

Circuit Court for the County of Nansemond, to-wit:

Lewis N. Riddick et als.)

v.)

In Chancery

Margaret Gywnn et als.)

Commissioner's Office

Suffolk, Va. May 25th, 1918.

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

In pursuance of the decree of the Circuit Court for the
County of Nansemond pronounced on the 13th. day of May 1918,
in the suit in chancery pending in said court between Lewis N.
Riddick et als., complainants, and Margaret Gywnn et als,
Defendants, the undersigned Bradford Kilby, one of the
Commissioners in Chancery of said Court, respectfully reports
as follows:

That on the 13th. day of May 1918, your commissioner gave
notice to the parties to the said suit that he would proceed
on the 20th. day of May 1918 at the office of S.E. Everett in
Suffolk, Va., between the hours of 9 A. M., and 5 P. M., to
make the several inquiries required by said decree to be made
by one of the commissioners in Chancery of said court.

and

That sufficient/legal service of said notice was duly
accepted by the parties to said suit by their counsel as will
appear by the endorsements on the said notice herewith returned.

That on the 20th. day of May 1918 your Commissioner took

the depositions of Garrison Cross, Clinton Dillard, Lewis N. Riddick, I, A. Luke, Sarah Darden, Richard Jones, Washington Lawrence, at the office of S. E. Everett in Suffolk, Va., touching said inquiries which depositions are herewith ~~xxxx~~ returned as part of this report.

That from the testimony of said witnesses and from information otherwise obtained, your commissioner reports as follows:

(1)

The real estate in the bill mentioned can not be conveniently divided in kind among the parties entitled to share therein.

(2)

No party will take the entire property and pay the others for their interests such sums of money as their interests may entitle them to.

(3)

This inquiry as to whether the interests of the parties will be promoted by a sale is covered by paragraph No.7 below.

(4)

The taxes for the year 1917 are delinquent on said land in the bill mentioned. The amount of said taxes is \$10.82. There are no other liens.

(5)

The fee-simple value of the forty-six acre tract is about \$1200.00, and its annual value is about \$75. The fee simple value of the 136 acre tract is about \$600. and its annual

value about \$35.

(6)

All proper parties in interest are before the Court.

(7)

Your commissioner is of the opinion that the Richard Jones, although not adopted in accordance with the requirements and procedure under section 2614 a of the Code of Virginia, has the equitable right to the real estate of Charles Harris, deceased, by whom he was, in fact, adopted, and treated as an adopted child during the life time of both Charles Harris and his wife Ellen Rebecca Harris, who subsequently married a man by the name of Chappell.

It is evident from a written contract filed with this report that it was the intention of Charles Harris and ^{his} wife Ellen Rebecca, to adopt Richard Jones and treat him as their son, and the testimony shows that said Richard Jones remained with Charles Harris and his wife so long as they lived and was a dutiful, and helpful son. The said Richard Jones has offered to pay to the heirs of Charles Harris the sum of \$500. and the costs of this suit, which offer your commissioner recommends be confirmed by the Court, especially as it has been agreed to by all parties to this suit by their counsel.

There is no other matter deemed pertinent by your Commissioner of required by any party in interest to be so stated.

Respectfully submitted this 25th. day of May 1918.

Signed Bradford Kilby
Commissioner in Chancery

Comr's fee \$30.

Entered June 8th 1918

Lewis N. Riddick et als.....Complainants

vs.

Margaret Gywnn et als.....Defendants

This cause came on agains this day to be heard on the papers formerly read and on the report of Bradford Kilby, Commissioner in Chancery, filed on the 25th day of May, 1918, and there being no exception thereto, was argued by counsel.

On consideration whereof, it appearing from said report and depositions filed therewith that Richard Jones was an adopted child of Charles Harris by contract filed with said report, entered into between the mother and father of Richard Jones, Texanna Holland and Lively Holland, parties of the one part and Charles Harris party of the other part, and that the said Charles Harris died without issue and that Rebecca Harris, his wife, is now dead, and that it further appearing from said report and depositions that the said Richard Jones desires to hold said property of which Charles Harris died, seized and possessed in fee simple rather than subject to section 2614a of the Code of Virginia, and that the said Richard Jones has offered to pay into Court Five Hundred (\$500.00 dollars to be distributed among the lawful heirs of the said Charles Harris, and in additon thereto pay all costs of these proceedings and that such arrangement has been agreed to by all parties by counsel, the Courth doth adjuqe, order and decree that said report of Bradford Kilby, Commissioner in Chancery,

> be confirmed and that S. E. Everett is hereby appointed
Special Commissioner for the purpose and directed to receive
the five hundred dollars, the sufficient amount from the said
Richard Jones to pay all costs in these proceedings and execute
a deed with special warranty conveying in fee simple to
Richard Jones the following described property of which Charles
Harrie died, ~~seised~~ and possessed:

First: A tract of land situated in Nansemond County,
Virginia, containing forty-six acres, more or less, and bounded
by the lands of Louisa Holland, Seth Howell, Washington
Lawrence and the county road leading from Franklin to Gates-
ville.

Secnd: A tract of land situated in said county and state
containing two hundred and thirty-six acres, more or less, and
bounded by the lands of John Wilson Darden, Baker Davidson,
Fortune Johnson and the Factory Hill county road.

From the last named tract of land the said Charles Harris
and Ellen Rebecca Harris sold and conveyed one hundred acres
to Clinton Dillard by deed dated February 22nd, 1900, and duly
recorded in the Clerk's Office of the Circuit Court of Nanse-
mond County, in Deed Book No. 44, at Page 551.

The said S. E. Everett, Special Commissioner, is directed to
distribute the five hundred dollars among the heirs of the said
Charles Harris accorinding to their respective interestss, and
it is adjudged, ordered and decreed that the said S.E.Everett
Special Commissioner, shall not proceed to act under this de-
cree until he shall enter into bond with security in the

Clerk's Office of this Court, payable to the Commonwealth of Virginia, in the amount of one thousand (\$1000.00) dollars, and conditioned upon the faithful discharge of his duty hereunder or any further decree in this cause.

Filed June 11th 1918.

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

Lewis N. Riddick et als.....Complainants
vs.

Margaret Gwynn et als.....Defenants

Your Commissioner reports to your honor that
he executed the deed in the above-styled cause,
dated the 10th day of June, 1918, in accordance
with the decree entered the 8th day of June,
1918, conveying said property to Richard Jones
and received therefor.....\$500.00

Your commissioner paid the \$500.00 to
Judge R. H. Rawles, Attorney for the parties
interested, who is to make the proper distribution
of the funds and herewith files his voucher for
the same.....\$500.00

Balanced.....\$500.00 \$500.00

There remaining nothing further to be done
in this cause your commissioner asks that the
same be stricken from the docket.

Respectfully Submitted

(Signed) S. E. Everett
Special Commissioner

June 11, 1918.

Entered June 15th 1918

Lewis N. Riddick et als.....Compalinants

vs.

Margaret Gywnn et als.....Defendants

This cause came again on this day to be heard on the papers formerly read and on the report of S. E. Everett, Special Commissioner, filed the 11th day of June, 1918, to which report there is no exception, and was argued by counsel.

On consideration whereof, it appearing to the Court from the said report that the said S. E. Everett, Special Commissioner, has made a proper and full distribution of the funds coming into his hands as said Special Commissioner, and that the cost in this suit has been paid, the court doth adjudge, order and decree that said report be confirmed and there remaining nothring further to be done in this cause, it is adjudged, ordered and decreed that the same be stricken from the docket.

Filed January 27th 1917.

KNOW ALL MEN BY THESE PRESENTS: That we do hereby make, constitute and appoint E. H. Rawles, of Suffolk, Virginia, our true and lawful attorney at law and in fact, to represent us and all our interests in two certain suits inequity depending in the Circuit Court of Nansemond County, concerning a certain tract of land to which we are heirs.

One of said suits being under the name and style of Richard Jones, an infant, who sues by I. A. Luke, his next friend against E. E. Wagner, Sheriff of Nansemond County and personal representative of Charles Harris, Lewis Riddick and others, we being defendants in said suit.

The other suit being a suit brought by David T. Riddick against Margaret Gwynn, Lewis N. Riddick and others, for partition of said tract of land, we also being defendants in said suit.

And we hereby authorize and empower our said attorney in fact and at law to accept all notices and all summons issued for us and in our names; file all necessary demurrers, pleas and answers, for us and in our names; and to do any and everything that may be necessary to be done in and about the premises; in both the said suits, which we might or could do if we were personally present

We hereby give and grant unto our said attorney in fact, full and plenary power to sign our names and represent our interests in both of said suits.

Witness our hands and seals this 17th day of February, 1917,

Maggie Worrell	)Seal)
Anna Williams	(Seal)
Jesse Williams	(Seal)
Charles Brinkley	(Seal)
Sallie Brinkley	(Seal)
John Brinkley	(Seal)
Martha Brinkley	(Seal)
Laura Elliott	(Seal)
Cornelius Elliott	(Seal)
William Brinkley	(Seal)
Mattie Edwards	(Seal)
John Edwards	(Seal)

Exhibit

IN THE CIRCUIT COURT OF HANOVER
COUNTY.

Comp Manufacturing Company Ltd.

v.

I. W. Duke et als.

EXHIBIT A
WITH ANSWER OF DEFENDANT
AND PETITIONERS.

1920. June 10. Filed
J.G.M.

JAMES G. MARTIN
ATTORNEY AND COUNSELOR AT LAW
LAW BUILDING
NORFOLK, VIRGINIA

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON... I. A. Luke, Roy. R. Knight. and ..
..... John T. Phillips

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... May, 1920..., to answer... a... Bill in
Chancery, exhibited against... them...
in the said Court by... Camp Manufacturing Company, a corporation...

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this... 27th... day of
April..., 1920, in the 144th year of the Commonwealth.

~~A copy~~ Teste:

Clerk. }

Teste:

Clerk.

Executed this 28... day of April..., 1920... by delivering a true copy of the within process to John T. Phillips & Roy Knight in person at their usual place of abode. J. A. Luke not being found at his usual place of abode a true copy of the within process was delivered to J. A. Luke, Jr. who is over 16 years of age and found at J. A. Luke's usual place of abode. E. B. Rawlin Sheriff.

Original

p. q.

Amph. Manufacturing Co.

In Chancery.

vs.

J. A. Luke & Co.

1920...

Rules.

Monday.

NANSEMOND COUNTY COURT,

Process Book, No.

Page.

Virginia: In the Circuit
Court of Hansemond County.

Camp Manufacturing Company
vs. In Chancery
J. A. Luke, Roy R. Knight and
John J. Phillips.

On motion of Roy R.
Knight and John J. Phillips,
two of the defendants in
this cause, leave is granted
them to file their demurrers
and answer in this cause,
and the same are
accordingly filed.

Circuit Court
of Hammond Co.

Comp Mfg Co
v. In Chancery
J. A. Luke etc.

Decree.

Seen
J. A. Luke

#5 Pg 269

Enter June 2.
1920.
Jas L. McMore.

VIRGINIA: IN THE CIRCUIT COURT OF HANSENOMD COUNTY.

Camp Manufacturing Company

Plaintiff

vs.

In Chancery

I. A. Luke, Roy R. Knight and
John T. Phillips,

Defendants.

This cause came on this day to be heard upon the bill, demurrer and answer of Roy R. Knight and John T. Phillips, demurrer and answer of I. A. Luke (this day filed by leave of court), joinders in said demurrers and general replications to said answers, and upon the depositions taken on behalf of said plaintiff and filed in this cause, and upon the original of an agreement between Richard Jones and P. D. Camp dated the 31st day of March, 1919, and read at the bar, and upon the original of a letter dated the 2nd day of April, 1920, written by said P. D. Camp to said Knight and Phillips read at the bar, and was argued by counsel. On consideration whereof the court doth adjudge, order and decree that said Camp Manufacturing Company has no right, title, or interest in any of the timber in the bill and proceedings mentioned and no right to maintain this suit and no right to obtain an injunction; and doth dissolve the injunction heretofore granted in this cause, and doth dismiss the bill.

The court further orders that said plaintiff pay all the costs of this cause, and that this cause be removed from the docket.

And the plaintiff desiring to apply for an appeal from this decree it is further ordered, that upon said plaintiff, or some one for it, entering into bond according to law with proper surety in the penalty of Five Thousand Dollars (\$5000.00), this decree shall be suspended for sixty (60) days from this date.

IN THE CIRCUIT COURT OF WASHINGTON
COUNTY.

Camp Manufacturing Company

v. I. A. Deberry

I. A. Deberry et als.

Seen.
Jas. G. Martin.
See my memo.
from Schuch
#5-78 250

DECREE.

Enter
June 10, 1920.
Jas. G. Martin

JAMES G. MARTIN
ATTORNEY AND COUNSELOR AT LAW
LAW BUILDING
NORFOLK, VIRGINIA

Ann. Cases 1913 D. page 1109.

Vincent vs. Nicholas et als, Pa. Case, Notice 1112.

R. C. L. page 591.

In the absence of statutory authority for an adoption proceedings a child cannot be adopted by parol.

Carrolls act 312, Pa. S. t. page 440,

68 Atl. page 1038

123 A. S. R. page 673.

The right of adoption was known to the ancients of Greece and Rome and probably to other ancient people and was practiced among many of the continental nations under the civil law from the remotest antiquity.

Butterfield vs. Sawyer

111, 58 N. E. page 602

Ross vs. Ross

Mass 37 American Reports page 321.

Adoption statutes tend to conserve the best interest of society and the states, and recognizing these good results, Courts are more inclined to abandon the old rule of strict construction and to place a fair and reasonable construction upon proceedings under a statute relating to adoption with a view of sustaining the assumed relationship.

McNeags Estate

141 California, page 403.

74 Pac., page 1039,

99 A. S. R. P. 80.

An adoption by deed of a child as (heir or devisee) has been held valid although the statute in force at the time only authorized an adoption as (heir and devisee).

Fosburgh vs. Rodgers

Missouri 21 S. W., page 32

19 L. R. A. page 201

And not withstanding the technical requirements of the statute relating to adoption it has been ruled that an adoption which has in fact been followed up by severance of the natural ties of the child and its residence with the adopting parents may be shown by the oral agreement of a parent or parents in loco parentis and the adopted parent.

Tho the adoption of a child may be void as an adoption because of the want of statutory authority, or because of a failure to comply with some of the requirements of the statute under which it was adopted. Yet if the contract or agreement of the parties has been performed on the part of the child or those who agreed to adopt on his behalf so that the adoption parent has received the consideration for his undertaking to adopt, the child will, in many jurisdictions be entitled to enforce the agreement in equity, with respect to his property rights thereunder.

Chehack vs. Battle

Iowa 110 N. W., page 330.

12 Ann. Cases, page 140.

8 L. R. A. N. S. 1130 and note.

Sharkey vs. McDermott

Mo. 4 S. W. page 107

80 American Reports page 270

Wenack vs. Berger

Missouri 34 S. W. page 489

31 L. R. A. page 310.

Burns vs. Smith

31 Mont. page 1251.

69 A. S. R. page 653

Kafka vs Resicky

Neb. 59 N. W. page 788.

25 L. R. A. page 207

Vantine vs. Vantine

New Jersey 1 L. R. A. page 155

The Courts merely enforce the contract which has been fully performed on one side; they do not undertake to change the status of either party or to decree that the child is entitled to the right of inheritance as an heir. In such case, the surrender of the possession of the child is a valid consideration for the undertaking to make it the heir of the adopting parent and notwithstanding the statute of frauds the contract need not be in writing even as applied to real property, since part performance takes the contract out of the statute.

Kafka vs Rosicky

Web. 25 L. R. A. page 207

So too the contract may be implied from all of the circumstances of the case.

Wright vs. Wright

Mich. 58 N. W. page 54

23 L. R. A. page 196

8 L. R. A. 1131

Equity will specifically enforce the contract by a stranger to give a child rights of inheritance in consideration of the surrender of it to him. The Court, in enforcing his promise against the estate of one who undertakes, in consideration of the surrender to him of a child, that it shall share in his estate, does not establish the statute^s of the child as an adopted heir or interfere with the statutes of adoption.

Chehak vs. Battle

Iowa 3 L. R. A. N. S. page 1130.

Performance of contract by appellant was a sufficient consideration and promiseors received what they bargained for.

Harlem vs. Harlem

Iowa 72 N. W. page 236

Healey vs. Simpson

Missouri 26 S. W. page 321

Godine vs. Kidd

19 N. Y. Supp. page 335

Dailey vs. Minnick

Iowa 60 L. R. A. page 840

Burnes vs. Smith

Mont. 69 A. B. R. page 655

44 L. R. A. N. S. page 76 and note.

Stearnes vs. Hatcher

Tenn 117 S. W. page 219 it is:

Held that a contract to adopt children and to leave them his property as his heirs created two obligations on his part, and the fact that he failed to adopt did not prevent a decree of specific performance of other part of contract.

Gates vs. Gates

54 N. Y. Supp. page 445:

It is held that a contract "to make the child an heir and to give him the same interest which a son would have in whatever property he owned or might have, at the time of his decease", is not so indefinite or impossible of performance as to defeat an action for specific performance against the heirs after the promisor died intestate. It is pointed out by the Court that at the time the contract was made there was no legal means of making a child an heir and that literally construed the words would mean that promisor could give the child nothing, any part, or all of his estate, just as he might choose to do for that is what he could with a natural son. But the Court reasons that it must have been the intention of the parties that he give the child something otherwise the words would be meaningless and that the parties must have intended that the share was to be measured by comparison with the share that a natural son would receive under the inheritance laws.

Besides the regular and technical adoption, the law recognized a sort of informal adoption, where a person, meaning to put himself in loco parentis, takes upon himself the duty of a father

to make provision for a child not of his own, to this extent assuming the parental character. No legal duties or rights result from such relation, except that the person in loco parentis is under a qualified obligation to support the child, and has a corresponding right to his services.

Bennett vs. Bennett

L. R. 10 Ch. Div. page 474

Whitaker vs. Warren

New.Hampshire)49 Amer. Rept. 302

Clerk vs. Bayer

Ohio 30 Amer. Repts. page 592

Miscellaneous:

Ann. Cases 1916 B, page 905

1916 A., page 666

43 L. R. A. N. S. page 1056

44 L. R. A. N. S. page 760

46 L. R. A. N. S. page 1134

30 L. R. A. N. S. page 59

Ann. Cases 1916 D, page 112.

Where there has not been a complete statutory adoption but there has been such a reliance on the faith of the proceedings or contract as to appeal to the court of equity, the adoption will be enforced and the right of the child to inherit from its foster parents will be protected.

Hood vs. McGehee

189 Fed. page 205, 208, affirmed 109 Fed., page 989, 117 C. C. A. page 664.

A contract so made, so long recognized and acted upon, and the consideration for which has been duly rendered, should not be open to repudiation at the whim of the promisor without some available remedy to the promisees. The case of Godine vs. Kidd,

54 Hun. page 583, 19 N. Y. S. page 335. even though we assume that none of the arrangements between the parties was of original binding obligation, yet the subsequent performance and fulfillment thereof by defendant and her parents, so that thereby the Knapps actually got all they bargained for, would furnish a sufficient consideration to support their promises as effectually as if the agreement had been of original binding obligation.

Anderson vs. Blakesly, 155 Ia. page 430, 136 N. W. page 810.

In Thompson vs. Writts. Texas 159 S. W., page 92, wherein, because of a provision in an adoption agreement changing the amount of the inheritance by the adopted child so as to make it different from that provided by statute, the adoption proceeding was declared to be invalid, it was held nevertheless that the person intended to be adopted could inherit. The Court said: "We construe said instrument to be a contract to leave a portion of the property of the makers of the same to a pellee upon their death, such portion to be determined by the number and relationship of the parties who otherwise would have inherited all of said property. Whether appellee will take a fee simple or only a life estate we are not called upon to decide, as the case is now presented to us. Such a contract, upon compliance by the beneficiary, is enforceable in equity." And Court quoted with approval: "That a contract between two persons, upon a valuable consideration that one will at his death leave property to the other is enforceable, where no statute is contravened, is held by an almost unbroken current of authority, English and American. The society and affections of a child and the services it may render is a sufficient consideration to support such a contract."

Irregularities will not be permitted to prejudice adopted person, where many years have elapsed during which the status has been recognized by all the parties to the adoption proceedings.

In Martin vs. Martin, 260. Mo., page 539, 157 S. W., 576, held that equity would enforce an agreement by father to adopt an

illegitimate son is consideration of the mother's marriage and in view of the conduct of the parties would consider the child as adopted even though the statute required a formal agreement to be executed.

In *Prince vs. Prince* 111. 39 So. 306. By the weight of authority and upon the sounder principals of equity, justice, and sound policy it is held that, although a declaration of adoption is invalid for reason of its noncompliance with statutory requirements yet where the actual parent of someone in loco parentis had surrendered the custody of the child to the adoptive parent upon the mutual agreement that such child should be adopted by and made the legal heir of the latter, and this agreement is fully performed by the child, the Court of Chancery will decree a specific performance of the adoption contract by such parent, his heirs or representatives, to the extent of investing in the child the whole or such part of the adoptive parent's estate as he would have been entitled to receive under the adoption contract if properly executed.

In *Horton vs. Troll* 123 No. App. 677, 37 S. W. 1081, an oral contract of adoption which was lived up to by all the parties concerned was declared to be valid even though a statute required the execution of a written deed.

Copied

IN THE CIRCUIT COURT OF HANCOCK AND
COUNTY.

Camp Manufacturing Company Etc.

v.

I. A. Luke et als.

EXHIBIT BB

WITH ANSWER OF DEFENDANT AND PHILLIPS

1920 June ~~10th~~ filed
J.G.M.

JAMES G. MARTIN
ATTORNEY AND COUNSELOR AT LAW
LAW BUILDING
NORFOLK, VIRGINIA

* Camp Manufacturing Co. *
* v. *
* I. A. Luke et al. *

DEPOSITIONS.

The depositions of Lewis Riddick et al., taken before me, Claude J. Edwards, a Commissioner in Chancery for the Circuit Court of Southampton County, Virginia, pursuant to agreement between counsel, at my office in Franklin, Southampton County, Virginia, on the 21st day of May 1920 and on the 28th day of May 1920, between the hours, 9 o'clock A. M. and 4 o'clock P. M., to be read as evidence on behalf of Camp Manufacturing Co., in a certain suit in chancery, depending in the Circuit Court of Nansemond County, Virginia, wherein I. A. Luke et al. are defendants and Camp Manufacturing Co. is plaintiff.

Present: R. E. L. Watkins, Parker P. Deans and J. C. Parker, Jr., Attorneys for Plaintiff.

Jas. G. Martin, W. P. Lipscomb, and Lewis & Harris, Attorneys for Defendants.

Witness: - - - - - Lewis Riddick, colored:

Direct

Q - State your name, age, occupation, residence, and do you know the parties to the suit?

A - Lewis Riddick.

Q - How old are you?

A - About sixty-one.

Q - Occupation?

A - Farming.

Q - Residence?

A - Southampton County.

Q - Do you know the Camp Manufacturing Company or any of those?

A - I know some of them.

Q - Mr. Luke?

A - Yes sir.

Q - Were you related to Charles Harris sometimes called Charles Dillard? -

A - Yes sir.

Q - Who lately resided in Nansemond County, Virginia, and if so, what relation?

Objection by Defendant - irrelevant and immaterial and as an attempt to contradict what is res adjudicata.

A - He is my uncle.

It is agreed between counsel that the same objection applies to all questions put before this witness without being repeated.

Q - Were you one of the parties to a suit brought in Nansemond County for a division of the estate of Charles Harris?

A - Yes sir, I was.

Q - State whether or not at the time of the beginning of that suit that you understood that the timber on the land was sold or not?

A - Yes sir, it belonged to Mr. Camp at that time, that was my understanding.

Q - In the division of the land of Charles Harris in the Court proceedings did you receive any part of the timber as your part of the estate of Charles Harris?

Further objection by Defendant - the records are the best evidence.

A - No sir.

Q - Why did you think that the timber on that land belonged to Camp Manufacturing Company?

A - Well, I heard my uncle say so before he died.

Q - Who was your uncle?

A - My uncle was Charles Dillard, they sometimes called him Charles Harris.

Further objection by Defendant - it takes a deed or writing to pass interest in timber.

Q - Did you ever hear Ellen Harris, the widow or wife of Charles Harris, say whose timber it was on that land?

• Further objection by Defendant to what she said, cannot bind my clients or predecessors in title.

A - She said it was Camp Manufacturing Company's, the lumber belonged to them.

Q - Camp Manufacturing Company owned the lumber?

A - Yes sir.

Q - Did you in the progress of the suit have any conference with Mr. S. E. Everett, lawyer, of Suffolk, Virginia?

A - Yes sir; I went to Mr. Everett's office and talked with him concerning this matter.

Q - What did you talk about there?

Objection by Defendant for the reason that is mere hear-say and could not bind my clients.

A - About this same property--the lumber; we were claiming our title in it and I talked with Mr. Everett and did attempt to employ him to take the case and defend us, but he told me after

talking with me that the other parties had employed him, and he pointed me to Judge Rawls, and I did employ Judge Rawls and he promised to 'turn the property, our land, for a certain amount of money.

Objection by Defendant as to what Judge Rawls said.

No questions by Defendant.

Witness: - - - - - Mary Elizabeth Scott, colored:

Direct

Q - State your name, age, occupation and residence?

A - Mary Elizabeth Scott; I am a cook, have cooked for eleven years.

Q - Age?

A - I really don't know, about fifty-eight or nine; we have the age but I haven't had the chance to get it.

Q - Where do you live?

A - I have been living north for a number of years, but have been staying around here to see if my father's estate could be settled.

Q - Present residence in Southampton County?

A - Yes sir.

Q - Were you related to Charles Harris sometimes called Charles Dillard, who resided in Nansemond County?

Objection by Defendant - irrelevant and immaterial and as an attempt to contradict what is res adjudicata. It is agreed between counsel that the same objection applies to this and all such questions put to witness without being repeated.

A - My mother's brother, my uncle.

Q - Were you one of the parties to a suit brought for the purpose of dividing his estate in Nansemond County?

A - Yes sir.

Q - When that suit was brought did you understand that the timber on that land was sold or not sold?

A - Yes sir, I know that before my father died, it was one of the last talks I had with my father before my father died; and my uncle told me that before he died.

Objection by Defendant's counsel as not being binding on his clients.

Q - You understood the timber was sold?

A - Yes sir.

Q - And you got that information from who?

A - From my father and my uncle.

Q - That the timber had been sold?

A - Yes sir, to Mr. Camp.

Q - When the estate was divided did you get any money from the standing timber?

A - No sir.

Objection by Defendant's counsel as records are best evidence.

Q - Did not?

A - No sir.

No questions by Defendant.

Plaintiff introduced in records the following deeds:

A deed from S. E. Everett, Special Commissioner, to Richard Jones;

Blanket objection by Defendant's counsel.

A deed from Richard Jones to I. A. Luke;

A deed from I. A. Luke to Richard Jones;

A deed of trust from Richard Jones to Luke's trustee;

A deed from Charles Harris, sometimes called Charles Dillard, to Ellen Rebecca Harris;

Deeds from Lewis Riddick and others to Camp Manufacturing Company; Margarette Gwynn and others to Camp Manufacturing Company

Defendant's counsel stated "I note that counsel who has just mentioned list of deeds has not presented them physically and we reserve the right to make such objection as may be proper when we physically see them."

Plaintiff's counsel stated "We further introduce a copy of the depositions and report of the Commissioner and exhibits filed in the suit of I. A. Luke, next friend of Richard Jones and Margarette Gwynn against Lewis Riddick and others, and the entire record thereof."

Defendant's counsel stated "We note that this is not physically introduced at present and we reserve the right to object if we see fit."

Witness: - - - - - W. O. Bristow, white:

Direct

Q - State your name, age, occupation, residence, and do you know the parties to the suit?

A - W. O. Bristow; age, forty-two; real estate and insurance business; Franklin, Virginia.

Q - Do you know the parties to the suit?

A - Yes sir.

Q - Mr. Bristow do you know Mr. S. E. Everett, lawyer, of the City of Suffolk, Virginia.

A - Yes sir.

Q - Did you ever have any conversation with him with reference to the standing timber on the two tracts of land in Nansemond County? - -

Objection by counsel for Defendant, because what Mr. Everett said could not bind my clients, and same objections to questions made to previous witnesses to apply to this one

Q - Virginia, formerly owned by Charles Harris; sometimes called Charles Dillard, and if so, when, and what was the conversation?

A - Yes sir; it was in September, 1918. I will give you the exact date if you wish it. On September 24th, 1918. Mr. P. D. Camp requested me to go see, first, the Riddick heirs. I will go back a little bit. When he first asked me to look into this matter, he said he understood that Mr. I. A. Luke was trying to sell the timber and he asked me to go to see the Riddick heirs and see if they had signed any papers in connection with the matter as they had some interest. I went to see them and they said they had signed some papers but the nature of it they didn't know, but understood it had closed the transaction and they were told that the Camp Manufacturing Company owned the timber on the land, and signed some papers to dispose of the land to Richard Dillard sometimes called Richard Jones. I went to see Richard Jones and he said - -

Further objection by counsel for Defendant as to what Richard Jones may have said.

he signed some papers, but didn't know the nature of them, but his agreement with Mr. Luke was, he was to have the piece of land on which he lived, which was the smaller of the two tracts. A couple of days later I went to see Mr. Everett and asked him the status of the case and told him the Company owned the timber. He told me the property had been sold and title was in Mr. Luke, and I asked him why the Camp Manufacturing Company was not made a party; that we had never been notified. He said they had no rights in the timber. After discussing the subject with him for sometime I said we wanted to get the matter straight because the Camp Manufacturing Company claims the timber and they think they have rights in it, and he then said I might see Mr. Luke, that any deal I made with him would be all right, and he further told me that if we

made any deal with Mr. Luke that he and Mr. Luke were to share what the timber brought, share between them the profits on what the timber brought--that that was his understanding with Mr. Luke. I then went to see Mr. Luke, I think about two days later, which was on September 26th--I went to Holland to see Mr. Luke, and, of course, he stated that he owned the property and the Camps had no right in it whatever. I asked him to make us a proposition as to what he would take for the timber or his equity in the timber, and he said he had no proposition to make then as another party had been trying to buy it, but he would see the other party and let me know a few days later. I didn't hear from him for a week or so and I called him up over the telephone and the results were about the same. However, he came over here on Sunday, sometime I imagine during the month of October, 1918, and said he would make us a proposition for the timber, and in fact did make a proposition which I was to take up with Mr. Camp, and Mr. Camp turned it down.

Cross-Examination

Without waiving objections:

- Q - You made a proposition to pay him Six Thousand Dollars and he wanted Six Thousand, Five Hundred Dollars, did you not?
- A - No, I think he said he had been offered Six Thousand Dollars and wanted to know if we would pay any more.
- Q - You told him you would pay Six Thousand Dollars and no more?
- A - I can't recall. He said he had been offered Six Thousand Dollars by another party, but I wasn't authorized to make him any offer. I was authorized to get the offer from him and submit it to Mr. Camp.
- Q - Then you were authorized to get Mr. Luke's best offer, but were not authorized to close with Mr. Luke without reference back to Mr. Camp?
- A - Yes sir.
- Q - You did carry to Camp Manufacturing Company the offer of Mr. Luke to sell for Six Thousand, Five Hundred Dollars, which offer the Camp Manufacturing Company turned down?
- A - That's right. He later came back and said he would take Sixty-two Hundred and Fifty Dollars, that that was Two Hundred and Fifty Dollars more than the other party had offered for it. I think that statement was made to me the Sunday he came over here.
- Q - The Camp Manufacturing Company turned that down also, did they not?
- A - Yes sir.
- Q - What was your position with the Camp Manufacturing Company?
- A - I was just hired by them to look after this particular transaction; I was with them for seventeen years and looked after their timber contracts, deeds, etc.

Q - You were quite experienced in this kind of matter and they trusted you?

A - Yes, I should say so.

Re-Direct

Q - At the time of this investigation on your part for the Camp Manufacturing Company were you then in the regular employment of the Company?

A - No sir; was just, you may say, employed to look after this particular transaction, just took a day at the time to see the different parties until I could get all the information about it.

No other witness appearing, the further taking of these depositions is continued until May 28th 1920, at the same place and between the same hours.


COMMISSIONER IN CHANCERY

Office of Claude J. Edwards, Commissioner in Chancery in Franklin, Southampton County, Virginia, this 28th day of May 1920.

Present: R. E. L. Watkins, Park & P. Deans and J. C. Parker, Jr., Attorneys for Plaintiff.

Jas. G. Martin, W. P. Lipscomb, and Lewis & Harris, Attorneys for Defendant.

Witness: - - - - - Uriah Rawls, white:

Direct

Q - State your name?

A - Uriah Rawls.

Q - Age?

A - Fifty-five.

Q - Occupation?

A - I am not doing anything right now.

Q - What was your last occupation?

A - My last occupation was in the ice business.

Q - Residence?

A - Franklin.

Q - Do you know the land and timber that formerly belonged to Charles Harris, who was sometimes called Charles Dillard, in Nansemond County?

A - I have seen it one time.

Q - Did you see both tracts?

A - Both tracts, yes sir, I went over them.

Q - About how many acres are in each tract, can you tell?

A - One tract I think it is said has about one hundred and thirty acres, and the other tract about forty-six acres, twenty-four acres of the last tract in woods by actual survey, I understand. One hundred and thirty acres supposed to be in the large tract, and there is supposed to be one hundred acres of this in woods. I think it was surveyed. One hundred and thirty acres in first tract, the large piece.

Q - How much of that is in woods?

A - Supposed to be one hundred acres, I don't know, I just saw the field and I should judge the field to be thirty acres.

Q - What would you judge to be a fair market value of the land, excluding the timber, in the year 1918?

Objection by Defendant's counsel - irrelevant.

A - Well the place known as the Home tract one hundred and thirty acres in 1918 I should think Fifteen Hundred Dollars would have been a fair price in 1918.

Q - Land excluding the timber?

A - Yes sir, that is the one hundred and thirty acre piece; that is a low piece of land and I think that would be a fair price for it--that is my judgment.

Q - What would you place as a fair market value on the small tract of land, excluding the timber, in 1918?

Same objection by counsel for Defendant, and it is agreed

between counsel that same objection applies to all questions put before witness without being repeated.

A - Two Thousand Dollars for the small piece.

Q - What would you estimate to be the value of the timber alone on the large piece in 1918?

A - The large piece in 1918 I should judge the timber ought to have been worth Five Thousand Dollars.

Q - What would you judge to be the fair market value of the timber alone on the small tract in 1918?

A - About Two Thousand Dollars.

Q - What has been your experience in the lumber business estimating the value of land and timber?

A - I have had a good deal of experience, about thirty years working in the woods and timber business, been in it practically all my life--spent thirty years in the woods and manufacturing business.

Q - What was the reason for your inspecting this property at this time, you say you have seen it once?

A - I was sent there by the Camp Manufacturing Company, at least they asked me to go there. I walked over it yesterday.

Q - Went over it yesterday? (Meaning May 27th, 1920)

A - Yes sir.

Cross-Examination

Without waiving objections:

Q - You say you never saw it but one time, and that was yesterday?

A - Yes sir.

Q - You were sent there by Mr. Camp so you could testify today?

A - I don't know, nothing was said about testifying today; he just asked me to go.

Q - And then asked you when you got back to come here today after you made your report to them?

A - They asked me to come here today to tell what I knew about it; what I thought it was worth.

Q - You said that the Camp Manufacturing Company asked you to go look at the land--you mean Mr. P. D. Camp, President of the Company, actually spoke to you about going?

A - Yes sir.

Q - You have acted for that Manufacturing Company a good deal, have you not?

A - Yes sir, right much.

Q - For how many years have you been estimating for Camp Manufacturing Company?

A - Off and on for fifteen years, for them and others together.

Re-Direct

Q - How long has it been since you were in the employ of the Camp Manufacturing Company?

A - Fourteen years since I have been directly in their employment.

Q - In what manner did you arrive at the value of the timber for 1918.

A - In what manner?

Q - Yes sir?

A - Well judging from the price of timber in 1918 that was the only way I could get at it. Timber has advanced some. I should judge from the advance of timber now and then that that would have been the value of it in 1918. That timber there for a local sawmill is very expensive to get out, a man can't take that timber and get it to the railroad for less than Thirty Dollars, at least I wouldn't take the contract myself, I wouldn't take the contract if a man would guarantee three million feet for less than Thirty Dollars per thousand feet and put it on the railroad. I don't think a man could get by for less than that.

Q - What is the condition of the timber at the present time?

A - It is good now so far as the timber is concerned, but being located like it is with timber all around it, you cannot go in there and work it with a small mill, it is too expensive a proposition, unless you could add more to it; you would have to move in there and I should judge it is at least ten miles to the railroad. I have never measured it, only traveled by automobile; I should judge it is about ten miles, it may be eight or it may be twelve. This is just my judgment.

Q - Speaking of being expensive to get out, would it be possible to get the timber to the river and transport it cheaper that way?

A - I don't think so--that is the manufactured timber?

Q - The logs?

A - Would have to run a track in there, I suppose it would be a right expensive proposition to haul by wagons to the river; I should think it is four or five miles to the river, and I don't know that you could haul in there on account of the sand. I don't know how far it is from the river, it may be three or four miles or it may be six or seven miles. I reckon Franklin is the nearest place to the railroad.

Witness: - - - - - C. C. Barden, white:

Direct

Q - State your name, age, occupation and address?

A - C. C. Barden; forty; farming; Nansemond County.

Q - Mr. Barden do you know the land and timber in Nansemond County which formerly belonged to Charles Harris, sometimes called Charles Dillard?

A - Yes sir; I suppose I know the land, but do not know so very much about the timber.

Q - How many tracts are there?

A - Two tracts.

Q - About how many acres are in the different tracts, the two?

A - Well now I don't really know about that; I should judge it would be some one hundred acres in one and one hundred and twenty-five or one hundred and thirty in the other; never saw any title or anything of the kind; I never asked any one.

Q - About how much land is cleared?

A - It looks to be some twenty-five acres in one tract, I suppose, and that much in the other, not very much difference in looking along the road, probably thirty or something like that.

Q - Are there any buildings on either tract?

A - Yes sir, one.

Q - In what conditions are those buildings?

A - Mighty poor; poor condition; it looks that way from the road. I never was close to the houses--they are not very far from the road.

Q - What would you judge to be the fair market value of the land on which the buildings are situated? - -

Objection by counsel for Defendant - irrelevant and immaterial; same objection agreed upon between counsel on all questions put before witness without being repeated.

Q - The land on which the buildings are situated, excluding the timber, in 1918?

A- Land and buildings?

Q - Land and buildings?

A - I should have hated to pay over Fifteen Hundred Dollars, or something like that, for it. I think that is a pretty nice price for it in 1918; I think that is a pretty good price.

Q - What would you judge to be the value of the other tract of land, excluding the timber, in 1918?

A - Well, that is not worth as much as the other one; I should judge Nine Hundred or One Thousand Dollars would have been a good price; would have been all I would have wanted to put in it at

that time.

Q - Mr. Barden how long have you been familiar with these tracts of land?

A - I reckon some twenty-five or thirty years; ever since I was a boy; I live about two and a half miles to one and three to the other.

No questions by Defendant.

Witness: - - - - - W. M. Eley, white:

Direct

Q - State your name, age, occupation and address?

A - W. M. Eley, thirty-nine; lumberman--logging and sawmill; Winton, North Carolina.

Q - Mr. Eley are you familiar with the two tracts of land in Nansemond County which formerly belonged to Charles Harris, sometimes called Charles Dillard?

A - Yes sir, I have been over the land that the timber is on.

Q - Will you state about how many acres are in each tract according to your calculations?

A - About twenty-four or twenty-five acres in wood land in the small tract, and about one hundred acres in the larger tract I should judge in wood land.

Q - How much cleared land in each tract?

A - They claim one hundred and thirty-six acres in the other tract. I didn't go over any cleared land on the big tract.

Q - Well that is one hundred and thirty-six acres cleared?

A - No, about one hundred and thirty-six acres in the whole tract, about one hundred acres in wood land. I went over the wood land but didn't go over the cleared land.

Q - Did you go over the cleared land on the smaller tract?

A - No, except to drive by it on the road.

Q - What is the condition of the timber on both tracts?

A - Well, the timber on the smaller tract is larger than it is on the other tract of timber, and I should judge that the timber on this tract has about reached the height of its growth. The other timber is kinder small and thrifty.

Q - What would you judge to be the fair market value of the timber alone on the smaller tract of land in 1918?

Objection by Defendant's counsel - irrelevant and immaterial and same objection applies to all questions put before this witness without being repeated

A - In 1918?

Q - Yes sir?

A - The distance from the water and logging conditions would have a lot to do with it I should think. I should say five or six dollars per thousand feet would have been a fair price for the stumpage at that time.

Q - What is your estimate of the amount of timber on the smaller tract - you gave the price per thousand feet in 1918, now give your estimate as to the amount of timber?

A - I should judge three hundred and twenty-five thousand feet on the little tract; about seven hundred thousand on the other one.

Q - Do you mean now or 1918?

A - 1918.

Q - Do you judge the price of the timber in 1918 on the larger tract to be the same as you have just stated for the smaller tract?

A - I should say both would be about the same, it does not make much difference in buying the logs--both would be about the same.

Q - Do you know anything about the value of the land exclusive of the timber?

A - No sir, do not.

Q - What has been your experience in estimating lumber?

A - I have been in the sawmill and lumber business about twenty-four years, I have estimated for several concerns, and bought on my own estimate and sold.

No questions by Defendant.

Witness: - - - - - R. J. Tucker, white:

Direct

Q - State your name, age, occupation and address?

A - R. J. Tucker, age thirty-four, occupation Private Secretary, address Franklin, Virginia.

Q - Mr. Tucker in 1916 in what capacity were you connected with the Camp Manufacturing Company?

A - I was looking after their timber records and timber contracts and things of that nature.

Q - Were you responsible for any payments made for the extension of timber contracts?

A - I was supposed to look out for them and take care of them, make out proper vouchers and things of that sort.

Q - I hand you a paper signed "Richard Dillard for Ellen Chappell," will you state if you have ever seen it before?

Objection by counsel for Defendant - irrelevant and immaterial and probably unauthentic and same is not binding on my clients, and same objection applies to each question without being repeated. (Paper filed as "Tucker, Exhibit A.")

A - Yes sir.

Q - State what you understand to be the nature of that paper?

Further objection by Defendant's counsel - that the witness' understanding is mere opinion and irrelevant.

A - I paid it to this boy; I paid it to him and he said his mother sent him up there to get the money for the timber; that is the way he expressed it. I paid him the Five Dollars and this is the receipt he signed for the money.

Further objection by Defendant's counsel - that it appears to be hear-say.

Q - Who signed that paper?

A - Richard Dillard, or that's what he said his name was. *DR*

Q - Did he sign it in his own capacity or for some one else?

A - For his mother; he said she was his mother--Ellen Chappell.

Same objection by Defendant's counsel.

Q - Do you know of your own knowledge that the money was paid to Richard Dillard?

A - I do, I paid it to him myself, I handed him the Five Dollars.

Q - For what purpose was this money paid?

A - For the Five Dollars due Ellen Chappell for the extension from May 1916 to May 1917.

Cross-Examination

Without waiving objections.

Q - This receipt is entirely in your hand-writing except the words "Richard Dillard," is it not?

A - Yes, all that is written on there except his name.

Q - The "for Ellen Chappell" was written by you, was it not?

A - Yes sir, all of it is in my hand writing.

Re-Direct

Q - Mr. Tucker, is Richard Dillard the same person who is sometimes known as Richard Jones?

A - I don't know, I have heard him called Richard Jones, I have never heard him say so. I don't remember seeing him except this one time. I may have seen him since then, but I don't remember particularly.

Q - You say that this entire receipt is written in your handwriting except the signature "Richard Dillard."?

A - Yes sir, and of course except such as is printed on there.

Q - Well, the matter that you wrote on there, was that written before Richard Dillard signed?

A - Yes; I am not sure whether I wrote all this at the same time or not, but I think it was all written before he signed it.

Q - Has anything been written on there since his signature?

A - I don't think so.

Re-Cross Examination

Without waiving objections.

Q - Isn't it a fact that you just suggested by your answer that this receipt was written at different times?

A - I may have written a part of it and may have had an after-thought and put this in there and he signed it.

Q - Isn't your recollection quite plain when you are under oath that it was an after-thought to make an addition to this receipt?

A - I may have after I filled out the first part.

Q - And your after-thought occurred on what day?

A - I suppose it was put on there at the same time.

Q - Do you swear it was?

A - Yes, I put it on there the day I paid him the money.

Q - What was the after-thought?

A - He said he came for his mother and I thought the proper thing was for him to sign for her; he said his mother sent him there for it.

Q - Did you put on "for Ellen Chappell" before or after Dillard left your office?

A - Before.

Q - Before or after he signed it?

A - Before.

A216 6-10 15-5M

"TUCKER EXHIBIT A."

Franklin, Va.,

June 7th 1916-

Received of CAMP MANUFACTURING CO.

Five and 00/100 Dollars, \$5 ⁰⁰/₁₀₀

Extension Chess Harris at # 87. from
May 30th 1916 to May 30th 1917.

W. H. Harris
W. H. Harris

for Ellen Chappell

Q - Then it was no after-thought at all?

A - Of course not after he signed it, but as I was filling it out.

Q - You wanted it to be a receipt from Ellen Chappell?

A - Yes, he said he came after the money for her.

Q - And you were trying to pay this money to Ellen Chappel just through him as a messenger boy?

A - He said his mother sent him there for it, and I should think that would make him her agent.

Q - Then you were trying to pay it to Ellen Chappell through her agent?

A - Yes, as I thought he had authority to come there to get the money.

Q - You had never seen him before or since?

A - I think I probably have seen him since; as to before I could not say positively.

It is agreed between counsel that
all signatures are waived.

STATE OF VIRGINIA,
SOUTHAMPTON COUNTY, TO-WIT:-

I, Claude J. Edwards, a Commissioner in Chancery for the Circuit Court of Southampton County, Virginia, do hereby certify that the foregoing depositions were duly taken and reduced to writing, before me at the time and place therein mentioned as set forth in caption hereto.

Given under my hand this 28th day of May 1920.

Claude J. Edwards

COMMISSIONER IN CHANCERY.

COMMISSIONER'S FEE ----\$15.00

Copy 1

VIRGINIA: CIRCUIT COURT
OF HANSELOD COUNTY.

CAMP MANUFACTURING CO.

V.

I. A. LUKE ET AL.

DEPOSITIONS.

June 10. 1920 filed. jhm

CLAUDE J. EDWARDS
ATTORNEY AT LAW
FRANKLIN, VIRGINIA.

VIRGINIA: IN THE CIRCUIT COURT OF HANSENOMD COUNTY.

Camp Manufacturing Company

v.

In Chancery

I. A. Luke et als.

The demurrer and answer of Roy R. Knight and John T. Phillips to the bill of complaint exhibited in said court in said cause.

The defendants Roy R. Knight and John T. Phillips say that the bill is not sufficient in law on the following grounds:

1. The bill is multifarious, and combines matters against Luke in which said Phillips and Knight are not interested.
2. The bill shows on its face that any rights plaintiff may have had have ended and lapsed.
3. The bill does not aver that any defendant had knowledge of the extension contract dated the 30th day of May, 1896, mentioned at the bottom of the first page of the bill.
4. The bill shows that plaintiffs have not been prompt and diligent, ready and anxious, as required for specific performance.
5. That no equity jurisdiction is shown, nor inadequacy averred.
6. That plaintiff can set up any rights it has at law.
7. That the proceedings in Riddick v. Gwynn are not exhibited with the bill, but a conclusion of law averred.

And not waiving its demurrer, but insisting thereon, these defendants for answer to said bill say:

1. True it is that Charles Harris formerly owned the timber in question, standing on his two tracts of land mentioned in the bill (which is not accurate in description thereof); that he contracted to sell certain standing pine, oak and poplar trees

on the "The Eley" tract to plaintiff by contract dated May 30, 1890, as shown on the face of exhibit "A" filed with said bill, and which contract was recorded, and which contract expressly required plaintiff to complete the cutting and removal^{of} all of said trees within five (5) years from the date of said contract. These defendants know nothing of the extension agreement dated September 30, 1896, and claimed to extend said contract seven (7) years, etc. and demand strict proof thereof, said extension contract has never been recorded, and these defendants had no notice nor knowledge thereof until the bill was filed in this cause; and these defendants bought the timber on said Eley Tract of land in good faith and for value from I. A Luke, without any knowledge or notice of defect in title and believing the title was good; having notice of said recorded contract dated the 30th day of May 1890, and knowing that it had expired and was no longer in force.

These defendants do not know whether plaintiffs paid Five Dollars (\$5.00) per year to somebody under said extension agreement until 1917, and thereafter tendered payment to somebody, and demand strict proof thereof, and aver that the only heir of said Charles Harris was Richard Jones, who was duly adjudicated such sole heir by this court in the chancery suit of David T. Riddick v. Margaret Gwynn et als, by decree entered on the 8th day of June, 1918, a copy of which is herewith filed as part of this bill, and no payment nor tender was made to Richard Jones by plaintiff.

2. True it is that Charles Harris owned the tract of land called the Darden tract, and by contract dated April 4, 1894, contracted to sell plaintiff certain standing timber thereon, which plaintiff had to cut and remove with three (3) years after it should begin to cut, but no express limitation was contained in this contract as to when cutting should begin, so that in fact this contract absolutely ended and became lapsed and null and void at

the end of a reasonable time from its date, which reasonable time ended many years ago, long before plaintiff started to cut and long before these defendants bought the timber, and these defendants bought the timber for value and in good faith without knowledge or notice of any defect in title, knowing that the contract next aforesaid had been made and recorded, but also knowing that it had long before lapsed,, ended and become null and void. It is true plaintiff has recently started to cut on this tract, but plaintiff had no right to cut and full well knew it.

3. True it is said Charles Harris died about 1904, leaving a widow, ^{Elen R.} ~~May~~ Harris, who has since died, but it is not true that he left a great many heirs, on the contrary he left one sole heir, an adopted son, said Richard Jones, who was duly adjudicated such sole heir by said decree in said suit of Riddick v. Gwynn.

4. True it is that persons claiming to be heirs at law of said Charles Harris filed their bill in this court in the year 1917, in said suit of Riddick v. Gwynn, into which suit said Richard Jones came as a party, a full copy of all the pleadings and decrees in which suit are herewith filed as part of this answer marked exhibit AA. It is not true that there was any mistake or misapprehension in said suit, nor any assumption that the timber was not included; but in said suit said Richard Jones was found by the Master Commissioner to have been the adopted son and sole heir of said Charles Harris (an elaborate brief on this subject having been successfully filed with said Commissioner on behalf of said Jones, a copy of which brief is filed herewith as part of this bill marked exhibit BB), and the court confirmed the report of said Commissioner to this effect and forever adjudicated said Jones such sole heir.

Said Jones out of sympathy for and kindness to those who otherwise might have been heirs of said Harris, and in order that said Jones should hold all the realty of said Harris in absolute fee simple and not subject to have it revert to the blood heirs of said

Harris if said Jones should die without disposing of said realty, paid those who would have been such blood heirs Five Hundred Dollars (\$500.00), and by direction of the court Special Commissioner Everett made an absolute deed for said realty to said Jones in fee simple, carrying with said deed everything connected with said land including all timber, and this deed was without any mistake of any kind. That even if this deed and the proceedings in said suit had been upon a misunderstanding as to said timber, this would be immaterial, as the timber belonged to said Jones, along with the land, as sole adopted son and heir of said Harris, subject to be divested only by the death of said Jones before he conveyed it away, and he has conveyed it away in his lifetime and said Jones is the ancestor in title of these defendants.

5. True it is that the deed from said Special Commissioner to said Jones did not contain any provision excluding the timber, but it was not intended to exclude timber and was not understood to exclude the timber, said deed not being in any way a mistake.

6. It is not true that plaintiffs have any rights in said timber; it is not true that those who would have been heirs by blood of said Harris have any right therein, said Jones being his sole adopted son and heir and so adjudicated in said chancery suit to which all who would have been heirs by blood were proper parties.

7. That it was not the understanding of any one that the timber was the property of the plaintiff at the time of said deed; but these defendants believe that subsequent thereto, and in order to create some kind of makeshift and pretense of right, plaintiff got from some of those who would have been heirs by blood of said Harris if he had not adopted said Jones, a paper called exhibit C in the bill, when those giving this paper had no rights whatever, as was well known to plaintiff.

That in fact plaintiff, through its President, F. D. Camp, well knowing that said Jones was sole heir of said Harris, in the

year 1918 attempted to use said Jones for the purpose of giving plaintiff some pretense to said timber, and made a writing with said Jones, a copy of which writing is filed herewith as part of this answer, marked exhibit CC. That said Jones brought suit in the Circuit Court of Chausewood County, through attorneys of plaintiff against said I. A. Luke, but abandoned that suit which was dismissed.

8. True it is that by deed dated the 10th day of June, 1918, said Jones and wife conveyed said lands including said timber to I. A. Luke, but it is not true that said Luke had any knowledge nor notice that the timber was not intended to be included, in fact it was intended to be included. Said Luke had notice only of the original two recorded contracts dated the 30th day of May, 1890, and the 4th day of April, 1894, and believed and knew that they were both dead, ended, lapsed and null and void, and bought said land including the timber in good faith and for value.

9. True it is that said Luke conveyed certain timber on said lands to said Knight and Phillips, by deed dated the _____ day of _____, 1920, a copy of which is filed with the bill marked exhibit "D". Said Knight and Phillips bought under this deed in good faith, for value and with ^{out} notice or knowledge of any defect whatever; they knew only of the said two original recorded contracts from said Harris to plaintiff, but they likewise knew that those contracts had long before become ended, dead, lapsed and null and void, and neither they nor said Luke knew of any extension thereof, and although plaintiff knew that said Knight and Phillips were about to buy said timber plaintiff did not inform them of said extension paper but kept it hidden, secret, and unrecorded, and is estopped to rely upon it.

10. Plaintiff is not the owner of any of said timber, but a short time ago, in April 1920, it wrongfully and maliciously began cutting said timber and carrying it away, and these defendants brought an action at law against said plaintiffs (and W. A. Hley

and P. D. Camp and J. L. Hoggard, who were cutting for plaintiff) for this cutting, and plaintiff being unwilling to face a jury and knowing full well that it has acted without right, brought this chancery suit to try to avoid a jury trial.

11. That plaintiff got no rights at all from the conveyance it claims from those who would have been heirs by blood of said Harris if he had not adopted said Jones as his sole son and heir; and this appears as a matter of law on the face of the record in the chancery suit of Kiddick v. Gwynn, exhibited with this answer; and that there is no equity and no equitable jurisdiction in this present suit.

12. Said plaintiff has no right nor title in any of said timber; said Knight and Phillips have acquired certain of said timber, and desire to cut and remove it, and have made great and expensive arrangements to cut and remove it, and can make good profits thereon if they are not delayed.

And these defendants demand strict proof of every allegation of said bill which has not been expressly admitted.

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

Lewis Harris

W. P. Lipscomb

Jas. G. Martin

Counsel for said Knight and said Phillips.

Copied
IN THE CIRCUIT COURT OF HANDBRIDGE
COUNTY.

General Manufacturing Company etc.

v.

I. A. Loh et al.

ANSWER
of
Knight and Phillips
1920 June 22nd filed
ghm

JAMES G. MARTIN
ATTORNEY AND COUNSELOR AT LAW
LAW BUILDING
NORFOLK, VIRGINIA

VIRGINIA: IN THE CIRCUIT COURT OF HANSEMOND COUNTY.

Camp Manufacturing Company

Vs.

In Chancery

I. A. Luke et als.

The demurrer and answer of I. A. Luke to the bill of complaint exhibited against him and others in said court in this cause.

This defendant says, that the bill is not sufficient in law; the grounds of this demurrer being the same set forth in the demurrer of Knight and Phillips heretofore filed in this cause.

And not waiving this demurrer, but insisting thereon, for answer to said bill this defendant says:

That this defendant adopts the statements of the answer of said Knight and Phillips as the statement in this answer.

That this defendant has acted absolutely in good faith in the matters involved in this cause, that he bought the property properly for value and in good faith without notice of any defect; that he never had any notice nor knowledge of any kind of ~~any~~ claim of said plaintiff, except the original contracts made in 1890 and 1894 mentioned in the bill, which he knew had long ago lapsed, ended and become void; that there was no mistake nor fraud in the chancery suit mentioned in the bill, of Riddick v. Gwynn mentioned in the proceedings in this cause, and that said suit was regular and proper, and makes the matters therein res adjudicata.

That it is a fact, although perhaps immaterial, and not mentioned in these proceedings, that this defendant does not own the soil on ^{the} smaller tract mentioned in these proceedings, he having, after acquiring the whole of both properties, conveyed the smaller one ^{to Richard Jones} ~~some of~~ ^{by duly recorded} (reserving the timber, which timber with other he later conveyed to

Knight and Phillips ~~later~~) so that the action of trespass brought by said Luke against Camp Manufacturing Company is for trespass on the larger tract only.

And this defendant denies all allegations in the bill not expressly admitted, and requires strict proof of said bill, and prays to be hence dismissed with his costs, etc.

I. A. Luke

by Sewer and Harris
W. P. Lipscomb.
Gas. S. Martin,
his Counsel.

Cope's

IN THE CIRCUIT COURT OF HANDELOM
COUNTY.

Camp Manufacturing Company

v. In Chancery

I. A. Luke et als.

DEMURRER AND ANSWER

of
I. A. Luke.

1920 June 10. filed.
J.S.M.

JAMES G. MARTIN
ATTORNEY AND COUNSELOR AT LAW
LAW BUILDING
NORFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

CAMP MANUFACTURING COMPANY,

a corporation,

v.

I. A. LUKE, ROY R. KNIGHT, and

JOHN T. PHILLIPS.

TO HONORABLE JAMES L. McLEMORE, Judge of the said Court:

Humbly complaining, your complainant, the Camp Manufacturing Company, a corporation duly chartered under the laws of the State of Virginia, respectfully shows unto the court:

1. That Charles Harris, sometimes called Charles Dillard, during his lifetime was seized and possessed of that certain tract or parcel of land situate in Holy Neck District, Nansemond County, Virginia, and known as the Eley land, bounded by the lands of John Wilson Darden, Widow Davidson, and others, containing one hundred (100) acres, more or less, and by deed dated on the 30th day of May, 1890, conveyed to your complainant all the pine, oak and poplar trees standing and growing upon the said tract of land down to thirteen inches (13) across the stump at the time of cutting. In said deed it was provided that your complainant or its successors or assigns should have five (5) years from the date of the said deed to cut and remove the trees therein conveyed, and by a subsequent agreement the time for the cutting of the said timber was extended for seven years from the 30th day of May, 1896, and in which it was

further provided that in event your complainant should in any event fail to cut the said timber in the time specified, it should have such further time as it might desire by paying five dollars (\$5.00) per year after the expiration of the said seven years, all of which will fully appear by the original deed herewith filed as Exhibit "A" and prayed to be read and taken as a part of this bill. Your complainant continued to pay the said \$5.00 per year as provided in said subsequent agreement up to and including the year 1916, and made effort to pay the same in 1917, but on account of the death of the original owners, no one was found who would accept, although your complainant tendered the money due to the heirs at law of the said Charles Harris, who refused to receive the same, and your complainant, knowing that any efforts to make payment would be futile, made no further tender.

2. The said Charles Harris, also called Charles Dillard, was also seized and possessed of a certain other tract of land situate in Nansemond County, Virginia, containing twenty-four and 49/100 (24.48) acres, more or less, known as the Darden tract, bounded by the lands of John Holland, Washington Lawrence and Seth Howell, and by deed dated the 4th day of April, 1894, conveyed the timber thereon to your complainant, in which deed it was provided that your complainant should have three (3) years within which to cut and remove the same after it should begin to cut, but there was no limitation as to the time in which your complainant should commence to cut, all of which will appear from a copy of said deed filed herewith as Exhibit "B" and prayed to be read and taken as a part of this bill; and that until a short time ago, as hereinafter mentioned, your complainant had not commenced to cut the said timber, and that its time in which it had the right to cut said timber, to-wit: three years from the time of commencing to cut, has not yet expired.

3. That the said Charles Harris departed this life about the year 1904, leaving a widow, Mary Harris, who has since departed this life, and leaving a great many heirs at law, to-wit: David T. Riddick, Margaret Gwynn, Lewis N. Riddick, Antoinette Riddick, Mary E. Scott, John Scott, Ella Whitehead, Walter Whitehead, William Lewis Riddick, Maggie Brinkley, Anna Williams, Jesse Williams, Charlie Brinkley, Sallie Brinkley, John Brinkley, Menta Brinkley, Laura Elliott, Cornelius Elliott, William Brinkley, Mattie Edwards, John W. Edwards, and the unknown heirs at law of William H. Riddick, Frederick B. Riddick and Charlie Harris, parties unknown.

4. That in March, 1917, a suit was instituted in the Circuit Court of Nansemond County by certain of the aforesaid heirs at law against the other heirs at law, having for its purpose a partition of the said land among the parties entitled thereto, in which said suit Richard Jones, by I. A. Luke, his next friend, filed a petition alleging in substance that he was an adopted child of the said Charles and Mary Harris, and claiming the said land under a verbal contract made with the said Charles and Mary Harris. That the said suit was prosecuted and proceeded in to its final determination upon the assumption, understanding and theory, on the part of all the parties thereto, and by the Court, that the timber upon the said land had been and was sold and was not to be included in the partition thereof, or the sale, if a sale thereof should be had, and a settlement of the matters in controversy in said suit was finally agreed upon by all the parties upon a valuation of the land, exclusive of the timber, of about eighteen hundred dollars (\$1800.00), it being agreed, upon such a valuation of said land, that said Richard Jones should have a conveyance of the said land and pay the other heirs at law the sum of five hundred dollars (\$500.00). This agreement was carried into effect by a decree of the court directing S. E. Everett, Special Commissioner, to make the conveyance upon the payment of the

said sum of \$500.00, which was accordingly done. Your complainant avers that it was never contemplated by any of the parties, or by the Court, that the timber~~s~~ should be included in the conveyance. On the contrary, it was thoroughly understood by all the parties that the said Richard Jones was acquiring only the land without the timber. Your complainant further says that while the land involved in the suit was worth about \$1800.00, at which valuation the settlement was made, the timber thereon was richly worth and would have easily sold for six thousand dollars (\$6000.00).

5. That although at the time of the entering of the decree in the said partition suit above referred to, in which decree deed was directed to be made to the said Richard Jones, it was understood that the deed directed to be made would convey only the land subject to the timber rights of your complainant, the deed which was made by S. E. Everett, Special Commissioner in said cause, to Richard Jones did not contain any such provision excluding the timber, and apparently conveyed the land with the timber thereon.

6. Your complainant says that the heirs at law having positively refused to receive the sum provided for the extension of its rights, it was relieved from the duty of making a further tender, but that it has at all times been ready, willing and anxious to pay the required amount and here again tenders the same; but if its rights to the said timber described in the deed of May 30, 1890, had expired by reason of its failure to make payments of the sum of money provided for the extension of its rights in advance each year after 1916, the right to the timber therein reverted to the heirs at law of the said Charles Harris, and that it was never the intention of the heirs at law of Charles Harris nor of the said Circuit Court of Nansemond County in its decreetal order above mentioned that the timber rights should be included in the conveyance to the said Richard Jones, and if the said timber is included in the said deed

it is the result of a mistake as to the rights of the respective parties unknown at the time of the conveyance and decree, which, if permitted to stand, would operate as an unjust and inequitable hardship upon the heirs at law, and indeed would be a fraud upon their rights.

7. That it was the understanding and belief of the heirs at law that the timber upon said tracts of land was the property of your complainant at the time of said sale, and that subsequent thereto in order to make clear the rights of your complainant and for valuable consideration, the said heirs at law have conveyed to your complainant all their right, title and interest in the said timber, as will appear by copy of said deed herewith filed as Exhibit "C" and prayed to be read and taken as a part of this bill.

8. That by deed dated the 10th day of June, 1918, the said Richard Jones and Ida M. Jones, his wife, conveyed the said land to I. A. Luke, and that the said I. A. Luke had full and actual knowledge of the fact that the timber had been sold and was not intended to be included in the sale to Jones.

9. That by deed dated the _____ day of _____, 19____, the said I. A. Luke undertook to convey certain timbers on said land to Roy R. Knight and John T. Phillips, as will appear by copy of said deed herewith filed as Exhibit "D" and prayed to be read and taken as a part of this bill. That the said I. A. Luke, Roy R. Knight and John T. Phillips, at the time of the said conveyance, had full and actual knowledge of the matters and things herein alleged, and especially of the fact that the timber was not intended to be included in the conveyance to Richard Jones, and that it was owned and claimed by your complainant.

10. Your complainant, being the owner of the timber as afore-said, a short time ago proceeded to cut the timber upon the said tract of land, and after cutting a few thousand feet, the said I.

A. Luke, claiming the timber on said tract of land under his deed, instituted in the Circuit Court of Nansemond County, Virginia, an action of trespass vi et armis quare clausum fregit against your complainant for an alleged trespass upon the said lands in cutting the said timber. And the said Roy R. Knight and John T. Phillips have instituted in the said Circuit Court of Nansemond County, Virginia, an action at law against your complainant, and J. L. Hoggard, W. M. Eley and P. D. Camp, to recover twenty-five thousand dollars (\$25,000.00) as damages for cutting the said timber.

11. Your complainant is advised that such rights of your complainant as were derived in the conveyance of the heirs at law of said Charles Harris of rights remaining in the timber, being equitable in its nature, could not be pleaded nor proved in the said actions at law instituted against it, as aforesaid, and that if the said actions are permitted to proceed against it, it would be denied the opportunity and right of making such defense as it is entitled to make thereto.

12. Your complainant further avers that the said deed made by said S. E. Everett, Special Commissioner, to Richard Jones, and the said deed from Richard Jones to I. A. Luke, in conveying the land without any conditions or reservations as to the timber thereon, is a cloud upon the title of your complainant which greatly affects complainant's rights. That the said Roy R. Knight and John T. Phillips are themselves threatening to cut the said timber, and are actually cutting the same, and unless restrained by this Honorable Court, will continue to cut the same 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, where all such matters are alone and properly cognizable, to the

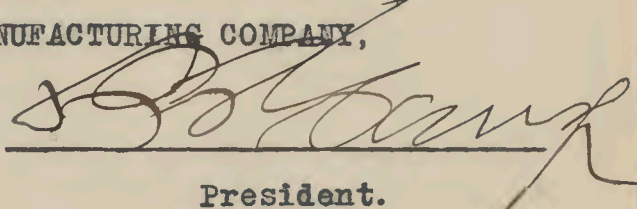
end that justice may be done, it prays that the said I. A. Luke, Roy R. Knight and John T. Phillips may be made parties defendants to this bill and be required to answer the same, though answer under oath is hereby expressly waived; that proper process issue; that this court will construe the deeds from the said Charles Harris to your complainant dated on the said 30th day of May, 1890, with the subsequent agreements thereto, and determine your complainant's rights in said property, and if it shall be held that the rights of your complainant are preserved to it under and by virtue of the said deed and subsequent agreements, that your complainant's rights thereto may be declared and the cloud on complainant's title

by reason of the deed to said Luke may be removed, and that the said I. A. Luke, Roy R. Knight and John T. Phillips, their agents, and all other persons be enjoined from interfering in any manner with your complainant in the cutting of the said timber, and in the full enjoyment of its rights; that if it shall be held by this court that the rights of your complainant in the said timber under said deed and subsequent agreement were terminated by failure to pay or tender the sum provided for the extension of said rights, then that it be decreed that the timber hereinabove mentioned was not included in the conveyance to the said Richard Jones but remains in the heirs at law of the said Charles Harris, and was subsequently conveyed by them to your complainant, and the deed to said Richard Jones be reformed, and that the said I. A. Luke, Roy R. Knight and John T. Phillips, and all others, be enjoined from interfering with your complainant in cutting the same or in the full enjoyment of its rights thereto; that the said I. A. Luke, Roy R. Knight and John T. Phillips be enjoined from proceeding to prosecute further the said actions at law against your complainant until this court shall determine the respective rights of the parties to said timber; that the said I. A. Luke, Roy R. Knight and John T. Phillips, their

agents and all others be restrained and enjoined from cutting or removing any of the timber upon said tracts of land, or interfering in any manner therewith; that all necessary inquiries and accounts be directed and taken, and 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 its case may require or to equity shall seem meet. And your complainant will ever pray.

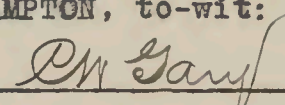
CAMP MANUFACTURING COMPANY,

By


President.

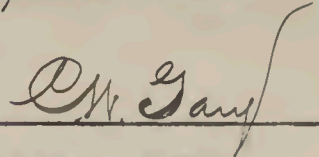
STATE OF VIRGINIA,

COUNTY OF SOUTHAMPTON, to-wit:

I, , a Notary Public in and for the County of Southampton, in the State aforesaid, do hereby certify that P. D. Camp, President of the Camp Manufacturing Company, this day personally appeared before me in my County aforesaid and made oath that the statements contained in the foregoing bill, so far as made of his own knowledge are true, and so far as made upon information derived from others, he believes to be true.

Given under my hand this 27 day of April, 1920.

My Commission Expires Oct. 16th, 1921.


Notary Public.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

CAMP MANUFACTURING COMPANY,
a corporation,

v.

I. A. LUKE, ROY R. KNIGHT
and JOHN T. PHILLIPS.

BILL.

*Filed May 3, 1930.
J. N. Sebrell, Jr.
Clerk*

JOHN N. SEBRELL, JR.
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

Year	1990	1991	1992	1993	1994
1990	1.0	1.0	1.0	1.0	1.0
1991	1.0	1.0	1.0	1.0	1.0
1992	1.0	1.0	1.0	1.0	1.0
1993	1.0	1.0	1.0	1.0	1.0
1994	1.0	1.0	1.0	1.0	1.0

Seen and approved
John C. Parker, Jr.
Counsel for
Camp Manufacturing Co.

Enter Octo. 14. 1920.

James S. McInnis

5 pg. 304

9 8 13

SUMMARY

ESTIMATE OF THE AMOUNT OF MERCHANTABLE TIMBER DESTROYED AND DAMAGE DONE TO LAND AND UNDERGROWTH,

Made By A. S. Rawlings.

NORTH side of Norfolk & Western RR
Merchantable timber 8" in diameter and up
----- across the stump. -----

Fire No. 4.	Sections 4 and 5 (Reid's map)	Pine,	572,460	feet
"	" 6	"	30,000	"
"	" 7	"	<u>200,000</u>	"
			Total Pine.....	802,460 feet X
Fire No. 4, Section 7,	Gum,		<u>100,000</u>	"
			Total Pine and Gum.....	902,460 feet.

DAMAGE TO LAND.

Fire No. 4, Sections 4 and 5;	278 acres at \$5.00 per acre,	\$1,390.00
" " 6	532 acres at \$3.00 per acre,	1,596.00
" " 7	102 acres at \$10.00 " "	<u>1,020.00</u>
Total		\$4,006.00

SOUTH side of Norfolk & Western RR
Merchantable timber 8" in diameter and up
----- across the stump. -----

Fire No. 2, Section 2,	Pine,	70,000	feet
" 5, " 1,	"	215,000	"
" 6, " 3,	"	<u>380,000</u>	"
Total.....		665,000	feet

DAMAGE TO LAND.

Fire No. 2, Section 2,	138 acres at \$3.00 per acre,	\$ 414.00
" 5, " 1,	618 " 3.00 " "	1,854.00
" 6, " 3,	456 " 3.00 " "	<u>1,368.00</u>
		\$3,636.00

RESUME:

Merchantable timber North side of N & W RR,	902,460	feet
" " South " " "	<u>665,000</u>	"
Total number of feet of merchantable timber....	1,567,460	feet.
Damage to land on North side of N & W RR,	\$4,006.00	
" " South " " "	<u>3,636.00</u>	
Total damage to land.....	\$7,642.00	

572 460 *Beckley*
Ms 8

SECTION 1

Block 0	10 acres			
" 1	5 "			
" 2	35 "			
" 3	30 "			
" 4	35 "			
" 5	42 "			
" 6	35 "			
" 7	50 "			
" 8	35 "			
" 9	39 "	30,000 feet merchantable timber		
" 10	18 "			
" 11	17 1/2 "	40,000 "	"	"
" 12	16 "	25,000 "	"	"
" 13	21 "	20,000 "	"	"
" 14	32 1/2 "	12,000 "	"	"
" 15	15 "	10,000 "	"	"
" 16	15 "	10,000 "	"	"
" 17	45 "	35,000 "	"	"
" 18	35 "	35,000 "	"	"
Total	530 "	217,000 "	"	"

530 Acres @ \$3.00 per acre.....\$1,590.00

SECTION 2

Block 1	45 acres	
" 2	30 "	10,000 feet
" 3	15 "	20,000 "
" 4	40 "	30,000 "
" 5	10 "	10,000 "
Total	140 "	70,000 "

140 acres @ \$3.00 per acre.....\$ 420.00

SECTION 3

Block 1	15 acres	10,000 feet
" 2	25 "	25,000 "
" 3	45 "	40,000 "
" 4	30 "	25,000 "
" 5	40 "	35,000 "
" 6	40 "	35,000 "
" 7	30 "	25,000 "
" 8	40 "	35,000 "
" 9	40 "	35,000 "
" 10	15 "	15,000 "
" 11	10 "	10,000 "
" 12	12 "	10,000 "
" 13	40 "	35,000 "
" 14	45 "	35,000 "
" 15	15 "	10,000 "
Total	442 "	380,000 "

442 acres @ \$3.00 per acre.....\$1,326.00

Gum 102 acres @ \$10.00 per acre...300,000 feet..... 1,020.00

Total.....\$4,356.00

*#6- 60,000 ft on Company's land scattered
 532 acres land*

\$ 1,396.00

North side

1921

116

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A COPY

120 Mt. Vernon Ave.
Portsmouth, Va. Sep. 10th 1923

Camp Mfg. Co.
Franklin, Va.,

Gentlemen:

Complying with your request of Aug. 8th I have made a careful investigation of your burned timber lands in Dismal Swamp, Nansemond Co., Va., as a result of fire in the year 1921.

Located about six miles east of Suffolk, Va. bordering on the N & W R.R., north and south.

I have counted as accurately as possible on one acre of every ten acres, every tree 8" and up across the stump, both standing and lying on the ground, that was killed by the fire, and also the stumps where timber was cut after the fire. All small growth of timber and much timber large enough to make wood was killed.

The land, itself, is damaged much worse in some sections than in others. All the top soil is burned off, and in some sections down to the clay, with large holes burned in the ground.

Attached hereto you will find my report of the damage done as I see it. I feel that this is a very conservative estimate both as to land and quantity of timber damaged to say nothing of the timber that will continue to die on account of worms and burned roots.

The acreage I obtained from survey made by J. H. Reid, C.E. Trusting same meets with your approval,

Yours very truly,

C. R. D. REED
Estimator

copied OKJ
Sep. 12, 1923

A COPY

ESTIMATE OF FIRE DAMAGE IN DISMAL SWAMP 1921

South side of N & W RR

SECTION 1

Damage to land including small timber under 8" stump	618 A @ \$2.50	\$1,545.00
Merchantable pine timber killed 8" and up across stump	190,000 ft @	

SECTION 2

Damage to land including small timber under 8" across stump	138 A @ \$2.50	345.00
Merchantable pine timber killed 8" and up across stump	60,000 ft @	

SECTION 3

Damage to land including small timber under 8" across stump	456 A @ \$3.00	1,368.00
Merchantable pine timber killed 8" and up across stump	350,000 ft @	

NORTH SIDE OF N & W RR

Section 4

Damage to land including small timber under 8" across stump	240 A @ \$3.00	720.00
Merchantable pine timber killed 8" and up across stump	350,000 ft @	

SECTION 5 (Timber cut since fire)

Damage to land including small timber under 8" across stump	38 A @ \$5.00	190.00
Merchantable pine timber killed 8" and up across stump	250,000 ft @	

SECTION 6

Including Miss Willie Camp's holdings

Damage to land including small timber under 8" across stump	718 A @ \$2.50	1,795.00
Merchantable pine timber killed 8" and up across stump	50,000 ft @	

SECTION 7

Gum Swamp land practically ruined Topsoil burned down to clay with several large holes	102 A @ \$10.00	1,020.00
Merchantable timber killed 10" and up across stump	300,000 ft @	

Exhibit " D "

THIS DEED, Made this the 8th day of April, in the year one thousand nine hundred and twenty (1920), by and between I. A. Luke, and Jessie E. Luke, his wife, of Holland, Nansemond County, State of Virginia, parties of the first part, and Roy R. Knight and John T. Phillips, of the City of Suffolk, State of Virginia, parties of the second part-

WITNESSETH: That said parties of the first part for the true consideration of TWO THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$2,750.00), to them cash in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, do grant unto the said parties of the second part, with GENERAL WARRANTY, All the pine timber and timber trees measuring EIGHT (8) inches and upward in diameter across the stump, twelve (12) inches from the ground at the time of cutting, or all that may attain said size during the continuation of this contract, on the following described land:

That certain tract of land situated in Holy Neck Magisterial District, Nansemond County, State of Virginia, containing FORTY-SIX (46) acres, more or less, and bounded by the lands of Louisa Holland, Seth Howell, Washington Lawrence and the County Road leading from Franklin, Virginia, to Gatesville, North Carolina. It being the same tract of land which was conveyed to I. A. Luke by Richard Jones and Ida M. Jones, his wife, of Nansemond County, Virginia, by deed dated the 10th day of June, 1918, and recorded the 12th day of June, 1918, in Deed Book No. 88, page 371, of the Clerk's Office of the Circuit Court of Nansemond County, Virginia.

The said parties of the first part covenant and agree that the said parties of the second part, their heirs or assigns, shall have FIVE (5) years from the date of this deed in which to cut and remove said timber hereby conveyed, with the further agreement that, in the event that the said parties of the second part, their heirs or assigns, shall fail to cut and remove the said timber, or any part thereof, within the time above specified, viz: Five (5) years, or may desire a further extension of the rights and privileges

herein granted, the said parties of the second part, their heirs or assigns, shall have a still further time in which to cut and remove said timber not to exceed THREE (3) years from the expiration of the said first mentioned term of FIVE (5) yeats, for which said extension the said parties of the second part, their heirs or assigns, shall pay to the said I. A. Luke, his heirs or assigns, (that is to say, to the then owner of the land on which the said timber is situated) the sum of One Hundred and Fifty Dollars (\$150.00) per year for an additional time required. Said payment of One Hundred and Fifty Dollars (\$150.00) to be made THIRTY (30) days after demand during each year for which said extension is claimed.

It is further covenanted and agreed that the said parties of the second part, their heirs or assigns, shall have the right to construct, erect and maintain such mills, buildings, structures and fixtures on the said land as they may desire and to remove same when they have ceased to operate said mill, etc., and also to build, cut, construct, operate and maintain roads, paths, tramways, bogy tracks or railroads over and across the said land for the purpose of removing the timber hereby conveyed as well as any other timber which they now or hereafter may own in that vicinity, or anything else which they may wish to carry over said railroad, tramways, etc., except that no railroads or bogy tracks or tramways shall be constructed, operated or maintained across the cleared land on said tract of land unless the said parties of the second part shall pay the sum of THIRTY-FIVE DOLLARS (\$35.00) per year in advance to the then owner of the said land for the said privilege, and they may use such material from said land along said railroads, tramways, etc., as may be necessary or convenient to build and maintain the same during the time mentioned in this contract. It is understood and agreed that the said parties of the second part shall have Three (3) months time after the expiration of the time mentioned herein, to remove said railroads, tramways, buildings, fixtures, etc., without further charge or cost.

Said parties of the first part covenant that they have the

right to convey the said timber; that they have done no act to encumber the same; that the grantees shall have quiet possession of the same, free from all encumbrances and that they, the said parties of the first part will execute such further assurances of the said timber as may be requisite.

WITNESS the following signatures and seals:

J. A. Luke (Seal)

Jessie E. Luke (Seal)

STATE OF VIRGINIA

I, J. A. Parker, a Notary Public in and for the
County aforesaid, in the State of Virginia, do certify
that I. A. Luke and Jessie E. Luke, whose names are signed to the
foregoing instrument, bearing date the 8th day of April, 1920, have
this day acknowledged the same before me in my office aforesaid.

Given under my hand this 8 day of April, 1920.

My commission expires on the 16 day of Oct., 1921.

J. A. Parker
Notary Public.

Va.

517 day of Apr. 1920

300 in stamp

THIS DEED, Made this the 8th day of April, in the year one thousand nine hundred and twenty (1920), by and between I. A. Luke and Jessie E. Luke, his wife, of Holland, Nansemond County, State of Virginia, parties of the first part, and Roy R. Knight and John T. Phillips, of the City of Suffolk, State of Virginia, parties of the second part-

WITNESSETH: That for and in consideration of the sum of NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$9,750.00), the receipt whereof is hereby acknowledged, the said parties of the first part do grant unto the said parties of the second part, with General Warranty, **ALL** the timber and timber trees measuring EIGHT (8) inches and upward, in diameter across the stump, twelve inches from the ground at the time of cutting, or all that may attain said size during the continuation of this contract, on the following described land:

A tract of land situated in Holy Neck Magisterial District, Nansemond County, State of Virginia, containing one hundred and thirty-six (136) acres, more or less, and bounded by the lands of John Wilson Darden, Baker Davidson, Fortune Johnson and Factory Hill County Road. The said tract of land being the same land which was conveyed to I. A. Luke by Richard Jones and Ida M. Jones, his wife, of Nansemond County, Virginia, by deed dated the 10th day of June, 1918, and recorded on the 12th day of June, 1918, in Deed Book No. 88, page 371, of the Clerk's Office of the Circuit Court of Nansemond County, Virginia.

The said parties of the first part covenant and agree that the said parties of the second part, their heirs or assigns, shall have FIVE (5) years from the date of this deed in which to cut and remove the said timber hereby conveyed, with the further agreement that, in the event that the said parties of the second part, their heirs or assigns, shall fail to cut and remove the said timber, or any part thereof, within the time above specified, viz: Five (5)

years, or may desire a further extension of the rights and privileges herein granted, the said parties of the second part, their heirs or assigns, shall have a still further time in which to cut and remove said timber, not to exceed THREE (3) years of the expiration of the said first mentioned term of FIVE (5) years, for which said extension the said parties of the second part, their heirs or assigns, shall pay to the said I. A. Luke, his heirs or assigns, (that is to say to the then owner of the land on which the said timber is situated) the sum of Four Hundred and Fifty Dollars (\$450.00) per year for the additional time required. Said payment of Four Hundred and Fifty Dollars (\$450.00) to be made THIRTY (30) days after demand during each year for which said extension is claimed.

It is further covenanted and agreed that the said parties of the second part, their heirs or assigns, shall have the right to construct, erect and maintain such mills, buildings, structures and fixtures on the said land as they may desire and to remove same when they have ceased to operate said mill, etc., and also to build, cut, construct, operate and maintain roads, paths, tramways, bogy tracks or railroads over and across the said land for the purpose of removing the timber hereby conveyed as well as any other timber which they now or hereafter may own in that vicinity, or anything else which they may wish to carry over said railroads, tramways, etc., except that no railroads or bogy tracks or tramways shall be constructed, operated or maintained across the cleared land on said tract of land unless the said parties of the second part shall pay the sum of THIRTY FIVE DOLLARS (\$35.00) per year in advance to the then owner of the said land for the said privilege, and they may use such material from said land along said railroads, tramways, etc., as may be necessary or convenient to build and maintain the same during the time mentioned in this contract. It is understood and agreed that the said parties of the second part shall have Three (3) months time after the expiration of the time mentioned therein, to remove said

railroads, tramways, buildings, fixtures, etc., without further charge or cost.

Said parties of the first part covenant that they have the right to convey the said timber; that they have done no act to encumber the same; that the grantees shall have quiet possession of the same, free from all encumbrances, and that they, the said parties of the first part will execute such further assurances of the said timber as may be requisite.

Witness the following signatures and seals.

J. A. Luke SEAL.

Jessie E. Luke SEAL.

STATE OF VIRGINIA

I, J. W. Parker, a Notary Public in and for the
County aforesaid, in the State of Virginia, do certify that
I. A. Luke and Jessie E. Luke, whose names are signed to the fore-
going instrument, bearing date the 8th day of April, 1920, have
this day acknowledged the same before me in my County
aforesaid.

Given under my hand this 8th day of April, 1920.

My commission expires the 10 day of Oct. 1922.

Notary Public.

Pa. Apr 9,

10.00 in Penn State

FOR THE TAX DOLLAR

1934-1935

1. 1934-1935

2. 1935-1936

3. 1936-1937

4. 1937-1938

5. 1938-1939

6. 1939-1940

7. 1940-1941

8. 1941-1942

9. 1942-1943

10. 1943-1944

11. 1944-1945

12. 1945-1946

13. 1946-1947

14. 1947-1948

15. 1948-1949

16. 1949-1950

17. 1950-1951

18. 1951-1952

19. 1952-1953

20. 1953-1954

21. 1954-1955

Exhibit " D "

THIS DEED, Made this the day of April, in the year one thousand nine hundred and twenty (1920), by and between I. A. Luke and Jessie E. Luke, his wife, of Holland, Nansemond County, State of Virginia, parties of the first part, and Roy R. Knight and John T. Phillips, of the City of Suffolk, State of Virginia, parties of the second part-

WITNESSETH: That for and in consideration of the sum of NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$9,750.00), the receipt whereof is hereby acknowledged, the said parties of the first part do grant unto the said parties of the second part, with General Warranty, ALL the timber and timber trees measuring EIGHT (8) inches and upward, in diameter across the stump, twelve inches from the ground at the time of cutting, or all that may attain said size during the continuation of this contract, on the following described land:

A tract of land situated in Holy Neck Magisterial District, Nansemond County, State of Virginia, containing one hundred and thirty-six (136) acres, more or less, and bounded by the lands of John Wilson Darden, Baker Davidson, Fortune Johnson and Factory Hill County road. The said tract of land being the same land which was conveyed to I. A. Luke by Richard Jones and Ida M. Jones, his wife, of Nansemond County, Virginia, by deed dated the 10th day of June, 1918, and recorded on the 12th day of June, 1918, in Deed Book No. 88, page 371, of the Clerk's Office of the Circuit Court of Nansemond County, Virginia.

The said parties of the first part covenant and agree that the said parties of the second part, their heirs or assigns, shall have FIVE (5) years from the date of this deed in which to cut and remove the said timber hereby conveyed, with the further agreement that, in the event that the said parties of the second part, their heirs or assigns, shall fail to cut and remove the said timber, or any part thereof, within the time above specified, viz: Five (5)

years, or may desire a further extension of the rights and privileges herein granted, the said parties of the second part, their heirs or assigns, shall have a still further time in which to cut and remove said timber, not to exceed THREE (3) years of the expiration of the said first mentioned term of FIVE (5) years, for which said extension the said parties of the second part, their heirs or assigns, shall pay to the said I. A. Luke, his heirs or assigns, (that is to say to the then owner of the land on which the said timber is situated) the sum of Four Hundred and Fifty Dollars (\$450.00) per year for the additional time required. Said payment of Four Hundred and Fifty Dollars (\$450.00) to be made THIRTY (30) days after demand during each year for which said extension is claimed.

It is further covenanted and agreed that the said parties of the second part, their heirs or assigns, shall have the right to construct, erect and maintain such mills, buildings, structures and fixtures on the said land as they may desire and to remove same when they have ceased to operate said mill, etc., and also to build, cut, construct, operate and maintain roads, paths, tramways, bogy tracks or railroads over and across the said land for the purpose of removing the timber hereby conveyed as well as any other timber which they now or hereafter may own in that vicinity, or anything else which they may wish to carry over said railroads, tramways, etc., except that no railroads or bogy tracks or tramways shall be constructed, operated or maintained across the cleared land on said tract of land unless the said parties of the second part shall pay the sum of THIRTY FIVE DOLLARS (\$35.00) per year in advance to the then owner of the said land for the said privilege, and that ^{they} may use such material from said land along said railroads, tramways, etc., as may be necessary or convenient to build and maintain the same during the time mentioned in this contract. It is understood and agreed that the said parties of the second part shall have Three (3) months time after the expiration of the time mentioned therein, to remove said

railroads, tramways, buildings, fixtures, etc., without further charge or cost.

Said parties of the first part covenant that they have the right to convey the said timber; that they have done no act to encumber the same; that the grantees shall have quiet possession of the same, free from all encumbrances, and that they, the said parties of the first part will execute such further assurances of the said timber as may be requisite.

Witness the following signatures and seals.

_____(SEAL).
_____(SEAL).

STATE OF VIRGINIA

I, _____, a Notary Public in and for the
aforesaid, in the State of Virginia, do certify that
I. A. Luke and Jessie E. Luke, whose names are signed to the fore-
going instrument, bearing date the _____ day of April, 1920, have
this day acknowledged the same before me in my _____
aforesaid.

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

My commission expires the _____ day of _____ 19 ____.

Notary Public.

THIS DEED, Made this the day of April, in the year one thousand nine hundred and twenty (1920), Made between J. A. Luke, and Jessie E. Luke, his wife, of Holland, Nansemond County, State of Virginia, parties of the first part, and Roy E. Knight and John T. Phillips, of the City of Suffolk, State of Virginia, parties of the second part-

WITNESSETH: That said parties of the first part for the true consideration of TWO THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$2,750.00), to them cash in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, do grant unto the said parties of the second part, with GENERAL WARRANTY, All the pine timber and timber trees measuring EIGHT (8) inches and upward in diameter across the stump, twelve (12) inches from the ground at the time of cutting, or all that may attain said size during the continuation of this contract, on the following described land:

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The said parties of the first part covenant and agree that the said parties of the second part, their heirs or assigns, shall have FIVE (5) years from the date of this deed in which to cut and remove said timber hereby conveyed, with the further agreement that, in the event that the said parties of the second part, their heirs or assigns, shall fail to cut and remove the said timber, or any part thereof, within the time above specified, viz: Five (5) years, or may desire a further extension of the rights and privileges

herein granted, the said parties of the second part, their heirs or assigns, shall have a still further time in which to cut and remove said timber not to exceed THREE (3) years from the expiration of the said first mentioned term of FIVE (5) years, for which said extension the said parties of the second part, their heirs or assigns, shall pay to the said I. A. Luke, his heirs or assigns, (that is to say, to the then owner of the land on which the said timber is situated) the sum of One Hundred and Fifty Dollars (\$150.00) per year for an additional time required. Said payment of One Hundred and Fifty Dollars (\$150.00) to be made THIRTY (30) days after demand during each year for which said extension is claimed.

It is further covenanted and agreed that the said parties of the second part, their heirs or assigns, shall have the right to construct, erect and maintain such mills, buildings, structures and fixtures on the said land as they may desire and to remove same when they have ceased to operate said mill, etc., and also to build, cut, construct, operate and maintain roads, paths, tramways, bogy tracks or railroads over and across the said land for the purpose of removing the timber hereby conveyed as well as any other timber which they now or hereafter may own in that vicinity, or anything else which they may wish to carry over said railroad, tramways, etc., except that no railroads or bogy tracks or tramways shall be constructed, operated or maintained across the cleared land on said tract of land unless the said parties of the second part shall pay the sum of THIRTY-FIVE DOLLARS(\$35.00) per year in advance to the then owner of the said land for the said privilege, and they may use such material from said land along said railroads, tramways, etc., as may be necessary or convenient to build and maintain the same during the time mentioned in this contract. It is understood and agreed that the said parties of the second part shall have Three (3) months time after the expiration of the time mentioned herein, to remove said railroads, tramways, buildings, fixtures, etc., without further charge or cost.

Said parties of the first part covenant that they have the

right to convey the said timber; that they have done no act to encumber the same; that the grantee shall have quiet possession of the same, free from all encumbrances and ^fthey they, the said parties of the first part will execute such further assurances of the said timber as may be requisite.

WITNESS the following signatures and seals:

_____(Seal)

_____(Seal)

Exhibit " F "

LONG & SHORT LEAF
YELLOW PINE
YARD STOCK
BOX SHOOKS
TIMBER
FINISH
LATH

PHONE 672

PHILLIPS LUMBER COMPANY

803 WASHINGTON STREET
SUFFOLK, VA.

April, 10, 1920

Camp Manufacturing Company,

Franklin, Va.

Gentlemen: Attention Mr. P. D. Camp

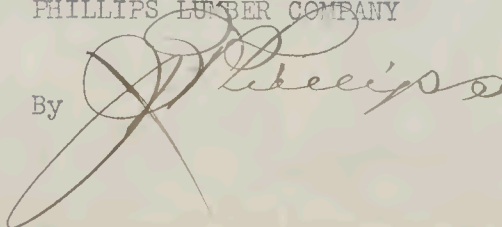
ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, AND OTHER DELAYS BEYOND OUR CONTROL
QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE AND OUR CONFIRMATION.

On last Thursday, the 8th inst., we purchased from Mr. I. A. Luke two tracts of timber known as the Dillard and Seth Howell tracts. We began cutting this timber today. The writer, on going on the Dillard tract, noticed that one of your placards against trespassing, etc. had been nailed on one of the trees. We presume this was done by one of your men through error. We would thank you to have same removed at once. We are issuing instructions to our loggers to tear placard down if not removed in next few days.

Yours very truly,

PHILLIPS LUMBER COMPANY

By



Vineland, Va., Sep. 12th 1923

Camp Manufacturing Company

Franklin, Va.,

Gentlemen: Re: Norfolk & Western Fire Damage

As requested I met Mr. Uzzell, of the Norfolk & Western on April 1st, 2nd. and 3rd.⁴⁹ The Norfolk and Western had had the land surveyed and blocked and we looked at it under their survey as shown by Mr. Uzzell. The blocks being estimated as follows:

SECTION 4 and 5:

Block No.	1	10 acres	10,000 feet destroyed	
"	"	2	10	"
"	"	2 $\frac{1}{2}$	2 $\frac{1}{2}$	"
"	"	A	25	"
"	"	3	10	"
"	"	4	10	"
"	"	4 $\frac{1}{2}$	10	"
"	"	5	10	"
"	"	6	10	"
"	"	7	10	"
"	"	8	10	"
"	"	9	10	"
"	"	10	10	"
"	"	11	10	"
"	"	12	10	"
"	"	13	10	"
"	"	14	10	"
"	"	15	10	"
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"	"	24	10	"
"	"	25	10	"
"	"	26	10	"
"	"	27	10	"
"	"	28	10	"
"	"	29	10	"
"	"	30	10	"
"	"	31	10	"
"	"	32	10	"
"	"	33	10	"
"	"	34	10	"
TOTALS		257 $\frac{1}{2}$	477,050	"

Approximated

open land

This is timber north of the Norfolk and Western Ry. Sections 4 and 5 containing 278 acres according to J. H. Reid's recent survey.

Damage to land and small timber by burning, this is good land and badly burnt with bad holes 278 acres @ \$5.00 \$1,390.00

This comprises the timber I estimated on my first trip to the Dismal Swamp with Mr. Uzzell.

On July 3rd I looked over this timber again and found a great deal more had died and I would add 20% to the above or a total of 572,460 feet dead and destroyed. This is the portion known as Sections 4 and 5 on the map made by J. H. Reid, Surveyor, dated, September 1923.

477-050
95-410
572,460

LAND AND TIMBER ESTIMATED AUGUST 28th, 29th and 30th. 1923

SECTION 1.

(South of R.R.)

Damage to land, including all small timber on 618 acres @ \$3.00 \$1,854.00

Merchantable timber 8 in and up 215,000 ft. @ ✓

SECTION 2

Damage to land, including all small timber on 138 acres @ \$3.00 414.00

Merchantable timber 8 in and up 70,000 ft. @ ✓

SECTION 3

Damage to land, including all small timber on 456 acres @ \$3.00 1,368.00

Merchantable timber 8 in and up 380,000 ft. @

SECTION 6

(North side of R.R.)

This includes Miss Willie Camp's holdings

Damage to land including all small timber on 718 acres @ 3.00 2,154.00

Merchantable timber 60,000 ft. @

SECTION 7

Gum Swamp land. All the land is ruined and the timber practically all destroyed 102 acres @ 10.00 1,020.00

Sept

Merchatable timber

300,000 ft. @

In view of the fact that there is a great deal of timber that will die from causes directly from the fire I feel that the above is a conservative estimate.

A. S. Pawlings
A. S. Pawlings, Estimator

Diet. ASR/chj

300,000 ft.
600,000 ft.
380,000 ft.
700,000 ft.
215,000 ft.
572,460 ft.
1,197,460 ft.

Exhibit " G "

THIS DEED, Made this 10th, day of June 1918, between S. E. Everett, Special Commissioner, of the City of Suffolk, Virginia, part of the first part, and Richard Jones, the adopted child of Charles Harris of Nansemond County, Virginia, party of the second part-

WITNESSETH: that whereas, on the 8th day of June 1918, it was decreed and ordered by the Circuit Court of Nansemond County, in a certain cause then pending on the Chancery side of said Court, between Lewis Riddick, et als, Complainants, and Margaret Gwynn, et als. Defendants, that the land of which Charles Harris, died, seized and possessed, is the property of the said Richard Jones, the adopted child of the said Charles Harris, and that the said S. E. Everett was thereby appointed Special Commissioner to convey to the said Richard Jones the said land of which the said Charles Harris, died seized and possessed and hereinafter described.

NOW THEREFORE, for and in consideration of the premises, and of the sum of Five Hundred (\$500.00) Dollars, to him in hand paid by the said Richard Jones, agreeably to the terms of the said decretal order at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, the said S. E. Everett, Special Commissioner, as aforesaid in pursuance of the said decretal order, doth give, bargain sell and convey unto the said Richard Jones, his heirs and assigns, forever, with Special Warranty, all the said tracts of land described as follows:

First: A tract of land situated in Nansemond County, Virginia, containing forth-six acres, more or less, and bounded by the lands of Louisa Holland, Seth Howell, Washington Lawrence and the county ~~the~~ road leading from Franklin to Gatesville.

Second: A tract of land situated in said County and state containing two hundred and thirty-six acres, more or less, and bounded ~~xx~~ by the lands of John Wilson Darden, Baker Davidson, Fortune Johnson and the factory Hill county road.

From the last named tract of land the said Charles Harris and Ellen Rebecca Harris sold and conveyed one hundred acres to Clinton

Dillard by deed dated February 22nd, 1900, and duly recorded in the Clerk's Office of the Circuit Court of Nansemond County in Deed Book No. 44, at page 551.

Witness the following signatures and seal.

S. E. Everett, Special Commissioner, (Seal)

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

August 5, 1920.

Mr. G. E. Bunting, Clerk,
Suffolk, Va.

Re: Camp Manufacturing Co. v. Luke et als.

Dear Mr. Bunting:

I was in your office this afternoon and looked over the records which you have prepared in this case. I find this to be all right with two exceptions.

If a regular subpoena was served in this case it should be included in the records. I could not find any in the original papers on your desk and I do not think any was served.

I herewith enclose a letter from Philip Lumber Company, which is exhibit F as filed by plaintiffs and which should be included in the record.

I asked Miss Benton to keep the papers in the Clerk's Office until I could go over them with Mr. Harris or some of the attorneys for defendants. I will do that sometime before the 10th, the date on which our time is up.

With kind regards, I am,

Very truly yours,

John C. Parker, Jr.

jcp-awp.

CIRCUIT COURT

SECOND MONDAY IN JANUARY, MAY,
JULY AND OCTOBER

HON. JAMES L. MCLEMORE, JUDGE
GEO. E. BUNTING, CLERK
S. E. EVERETT, COMMONWEALTHS' ATTORNEY
E. E. WAGNER, SHERIFF
C. R. FULGHAM, COUNTY TREASURER
LEE BRITT, COMMISSIONER OF ACCOUNTS

Nansemond County Clerk's Office

SUFFOLK, VIRGINIA

July 31, 1920.

Mr. John H. Sebrell, Jr., Atty.,

Norfolk, Va.

Dear Sir:-

I have completed the record in the case of Camp Manufacturing
Company V.I.A. Luke et al., so far as the records show in this office.
Would be glad to have you call at this office and look over same.

Yours truly,

Copy mailed to Mr. J. C. Parker, Atty.,

Franklin, Va.

Virginia:

At a Circuit Court continued and held for the County of
Hansemond at the Courthouse thereof, in the City of Suffolk, on Tuesday
the 20th day of July, 1920.

Present:

Hon. James L. McLemore, Judge.

Camp Manufacturing Company

V.

Knight and Phillips, et als.

This cause came on to be heard upon the motion of the plaintiff, and was
argued by counsel.

On consideration whereof, the Court being of the opinion that the interest
of all parties will be conserved by a sale of the fell timber on the land
in the proceedings mentioned and described, doth adjudge, order and decree
that the Camp Manufacturing Company be and is hereby authorized to take
the fell timber upon the said land in the bill and proceedings mentioned
and such fell timber as has been removed by the Camp Manufacturing
Company from the said land at the rate of \$10.00 per thousand feet, but
before the said Camp Manufacturing Company shall take the said fell timber
the said Camp Manufacturing Company shall have said timber measured by
a joint act of a man selected by it and one to be named by the defendant,
the two men so selected to meet on the grounds at a day to be appointed
by said Camp Manufacturing Company and shall measure the said timber and
make a formal report, signed by each of them, which said report shall show
the number of feet cut from each of the two tracts separately, and shall
be filed with the Court and made a part of the proceedings in this suit
a copy of which said report shall be furnished to the Camp Manufacturing
Company, and the Camp Manufacturing Company upon receipt of said report
shall deposit the amount ascertained to be due by said report, in Vaughan
& Company's Bank, in the town of Franklin, Va. to the credit of the Chancery
cause of Camp Manufacturing Company vs. Knight, Phillips et als

Signed James L. McLemore, Judge

VIRGINIA:—In the Clerk's Office of the Circuit Court of Nansemond County, in vacation, on the 19th day of February, 1917.

David T. Riddick.....Plaint ff
vs. IN CHANCERY.

Margaret Gwynn, Lewis N. Riddick, Antoinette Riddick, Mary E. Scott, John Scott, Ella Whitehead, Walter Whitehead, William Lewis Riddick, Maggie Brinkley, Anna Williams, Jesse Williams, Charles Brinkley, Sallie Brinkley, John Brinkley, Martha Brinkley, Laura Elliott, Cornelius Elliott, William Brinkley, Mattie Edwards, John W. Edwards, and the unknown heirs at law of William H. Riddick, Frederick B. Riddick and Charles Harris parties unknown.

Defendants.

The object of this suit is to have a partition or sale of the real estate of which Charles Harris died seized and possessed, situated in the County of Nansemond and State of Virginia, containing about 182 acres, more or less, and a division of the same or the proceeds thereof, among the heirs-at-law of the said Charles Harris; said land being bounded by the lands of Louisa Holland, Seth Howell, Washington Lawrence and the County road leading from Franklin to Gatesville, and by the lands of John Wilson Darden, Baker Davidson, Fortune Johnson and the Factory Hill County Road; and affidavit having been made and filed that the defendant, William Lewis Riddick, is not a resident of the State of Virginia, and that due diligence has been used by or on behalf of the plaintiff to ascertain in what County or Corporation he is, without effect, and that there are or may be parties interested in the subject to be divided or disposed of, whose names are unknown, all of whom are made parties defendant under the general description of parties unknown; it is ordered that the said William Lewis Riddick and all the unknown heirs-at-law of Charles Harris, deceased, of William H. Riddick and Frederick B. Riddick, deceased, and all other parties interested in the subject matter of the above suit under the general description of parties unknown, do appear at the Clerk's Office of this Court within fifteen (15) days after due publication of this order in the Suffolk Herald, published at Suffolk, Virginia, and do what may be necessary to protect their interest in this suit; and that this order be published and posted according to law.

G. E. BUNTING, Clerk,
R. H. Rawles, p. q.

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Feb 23

OFFICE OF SUFFOLK HERALD

David T. Riddick

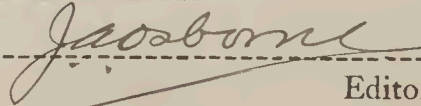
VS

Margaret Gwynne

SUFFOLK, VA., May, 8th, 1918

I hereby certify that the order of which the annexed is
a copy has been published in THE SUFFOLK HERALD
in the manner prescribed by law---once a week for four
weeks.

beginning February 26rd, 1917-----and ending
March, 16th, 1917-----



Editor Herald

Terms Net Cash.

Telephone No. 135

The Suffolk Herald Corp'n

Newspaper and Job Printing Dept.

Suffolk, Va., Sept 1 1917

Sold to R H Rawles atty

city

Mar 31 To adv. 4 times suit in chancery
David T. Riddish vs. Margaret Gwynne et al 12 80

Paid May 17, 1917
Hewitt assigned Huffell
Hewitt Corporation -

"ad"

\$12.80

Pair of R.R. Carles

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Nansemond.

David T. Riddick ----- Pltff.)

vs.

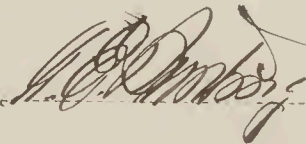
In Chancery -----

Margarett Gwyn ----- Dft -----

I hereby certify that on the 5th day of March 1917

I posted a copy of the order of publication entered herein, at the front door of the Courthouse of the County of Nansemond; that being on or before the next succeeding rule day after said order was entered.

Given under my hand this 5th day of March, 1917

 -----, Clerk,

By -----, Deputy Clerk.

Virginia

Camp Manufacturing Company, a corporation.

V.

I.A.Luke, Roy R.Knight and John T.Phillips

On motion of the Complainant, Camp Manufacturing Company, an injunction is awarded enjoining and restraining I.A.Luke, Roy R.Knight and John T.Phillips, their agents, attorneys and all other persons from further proceeding with those two certain at law pending in the Circuit Court of Nansemond County, Virginia, the one being an action of trespass vi et armis quare clausem fregit instituted by said I.A. Luke against Camp Manufacturing Company, and the other an action of trespass on the case instituted by said Roy R.Knight and John T.Phillips against Camp Manufacturing Company; also enjoining and restraining the said I.A.Luke, Roy R.Knight and John T.Phillips, their agents, employees and all others from cutting, removing or in any way interfering with the timber mentioned in the Complainant's bill on those two certain tracts, the first being situate in Holy Neck District, Nansemond County, Virginia, known as the Eley land, bounded by the lands of John Wilson Darden, Widow Davidson and others, containing one hundred (100) acres, more or less; and the other situate also in Nansemond County, Virginia, containing twenty-four and 48/100 acres more or less, known as the Darden tract, and bounded by the lands of John Holland, Washington Lawrence and Seth Howell. This injunction shall expire on the first day of August, 1920, unless sooner dissolved or enlarged by this Court.

But before this injunction shall take effect, the said Camp Manufacturing Company or someone for it, shall enter into bond before the Clerk of this Court, with surety to be approved by said Clerk, in the penalty of \$5000.00, to pay all such costs as may be awarded against it and all such damages as may be incurred in case the injunction shall be dissolved.

James L. McLeMore, Judge.

To the Clerk of the Circuit
Court of Nansemond County.

A true copy:

Teste: *J. E. Bunting* ----- Clerk.

I, G. E. Bunting, Clerk of the Circuit Court for the County of Nansemond, Virginia, do hereby certify that the bond required by the above order has been given with surety deemed sufficient by me.

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

April 27, 1920.

Camp Trfy. Co.

is

J. C. Fuchs, Roy & Knight
and John T. Phares

Executed this 28 day
of April 1910 by delivering
a true copy of the within
Injunction & in person
to John T. Phillips & Roy
Knight at their usual
places of abode,
by delivering a true copy
to J. A. Luke Jr who
was found at J. A. Luke
usual place of abode
J. A. Luke not being
found at his usual
place of abode.

E. B. Rawls
Sheriff

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY,

CAMP MANUFACTURING COMPANY,

a corporation,

v.

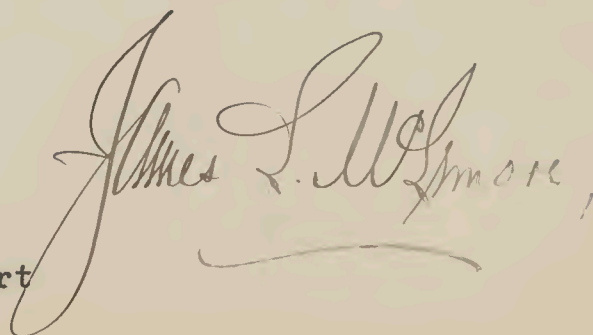
I. A. LUKE, ROY R. KNIGHT, and

JOHN T. PHILLIPS.

On motion of complainant, Camp Manufacturing Company, an injunction is awarded enjoining and restraining I. A. Luke, Roy R. Knight and John T. Phillips, their agents, attorneys, and all other persons from further proceeding with those two certain actions at law pending in the Circuit Court of Nansemond County, Virginia, the one being an action of trespass vi et armis quaere clausum fregit instituted by said I. A. Luke against Camp Manufacturing Company, and the other an action of trespass on the case instituted by said Roy R. Knight and John T. Phillips against Camp Manufacturing Company; also enjoining and restraining the said I. A. Luke, Roy R. Knight and John T. Phillips, their agents, employees and all others, from cutting, removing, or in any way interfering with the timber mentioned in the complainant's bill on those two certain tracts, the first being situate in Holy Neck District, Nansemond County, Virginia, known as the Eley land, bounded by the lands of John Wilson Darden, Widow Davidson, and others, containing one hundred (100) acres, more or less; and the other situate also in Nansemond County, Virginia, containing twenty-four and 48/100 (24.48) acres, more or less, known as the Darden tract, and bounded by the lands of John Holland, Washington Lawrence and Seth Howell.

This injunction shall expire on the first day of August, 1920, unless sooner dissolved or enlarged by this court.

But before this injunction shall take effect, the said Camp Manufacturing Company, or someone for it, shall enter into bond before the Clerk of this Court, with surety to be approved by said Clerk, in the penalty of \$5000.00, to pay all such costs as may be awarded against it and all such damages as may be incurred in case the injunction shall be dissolved.

James L. Moore,

To the Clerk of the Circuit Court
of Nansemond County.

copy 111
VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

CAMP MANUFACTURING COMPANY,
a corporation,

v.

I. A. LUKE, ROY R. KNIGHT,
and JOHN T. PHILLIPS.

INJUNCTION ORDER.

*Enter April 27, 1920
for L. M. Smore*

JOHN N. SEBRELL, JR.
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

Copy made

Dear Judge:

Have seen above drawn
by Mr. Martin and we think, if
the court is going to decide that
the plaintiff have ^{right} in
the timber that it to adjudicate
all the rights, including those
of damages and not leave the
parties to fight out part of
the case in a court of law.
Equity having taken prior distri-
bution should give free relief.

Very truly

John A. Schreier Jr.

6/22/20

JOHN N. SEBRELL, JR.
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

July 12, 1920.

Mr. G. E. Bunting, Clerk,
Circuit Court of Nansemond County,
Suffolk, Va.

Dear Sir:

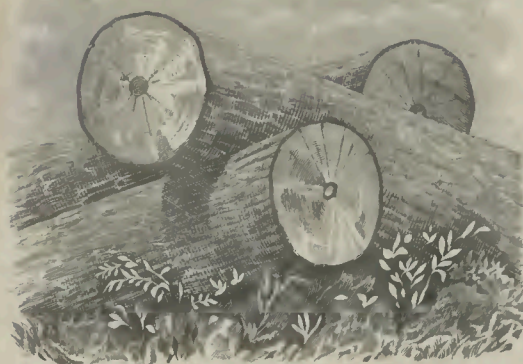
I presume someone of the many counsel for plaintiff in the case of Camp Manufacturing Company against Luke, Knight and Phillips has already requested you to make up the record for the Court of Appeals. If such has not already been done, I wish you would make the same as rapidly as you can, and we will give the other side proper notice. Let me know what is being done.

Yours very truly,

J. N. Sebell, Jr.

jns-emw

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



Camp Manufacturing Co.

MANUFACTURERS OF

KILN-DRIED NORTH CAROLINA PINE

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

Rough and Dressed

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

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

CABLE ADDRESS "CAMP FRANKLIN"

CODES

A.B.C. 5TH EDITION, TELECODE

Franklin, Va.

April 2, 1920.

Phillips Lumber Company,
Suffolk, Virginia.
(Attention Mr. John Phillips.)

Gentlemen:

Re Chas Dillard and Seth Howell timber.

Your letter of March 25th received, making a proposition to trade us the Chas. Dillard and Seth Howell tracts of timber for our Burdette timber.

We do not understand what tracts you mean, but if your proposition is to trade for what we understand to be the Chas. Harris tract on the southwest side of the road leading from Franklin to Gatesville and bounded (in 1894) by the lands of Wash. Lawrence, John Holland and Seth Howell; - and the tract as we know as a part of the Ealy tract on the road leading from the cross roads at G. W. Blunt's to Wynoke Ferry, on the southeast side of the road, and bounded on the north by the John Wilson Darden or Blunt tract and Booky Dillard; on the east by the John Wilson Darden tract; on the south by the Davidson tract and others, and the County road leading to Wynoke, we have no proposition to make as we claim the timber on these tracts, if we have been informed correctly as to the tracts you refer to, and we expect to begin cutting on them sometime this week or next.

Yours very truly,

Camp Manufacturing Company,

By

[Signature]
President.

pdc/b

copy is

Filed by counsel
June 10, 1920

James G. Martin
for Plaintiff
vs
James G. Martin
Defendant

1920 June 10. filed
Jm

Ex No 5

FILE

Vineland, Va., Sep. 12th 1923

Camp Manufacturing Company
Franklin, Va.,

Gentlemen: Re: H & W Fire Damage

I am attaching statement of the figures of the damage on Sections 4 and 5 in the Dismal Swamp. These figures are the estimate made by Mr. Uzzell's men of the H & W and were furnished me by Mr. Uzzell the day the estimate was made by me. Mr. Uzzell showed these blocks to me himself.

Very truly yours,


A. S. Rawlings

ASR

chj

4 Apr -
7 July -
1, 2, 3 & 6 Aug -

DETAILED ESTIMATE MADE BY THE NORFOLK & WESTERN ESTIMATORS
ON SECTIONS 4 and 5 AS SHOWN ON MAP OF J. H. REID, SURVEYOR

Block No.	Down Dead	Standing Dead	Total Dead
1	500	3,000	3,500
2	44,000	20,000	64,000
3	600	22,700	23,300
4	18,000	23,000	41,000
4 ₁	7,000		7,000
5	200	4,800	5,000
6	1,200	9,800	11,000
7	7,500	27,500	35,000
8	750	4,000	4,750
9	3,000	12,500	15,500
10	2,450	15,400	17,850
11	4,200	20,400	24,600
12	0	9,750	9,750
13	100	8,100	8,200
14	375	5,250	5,650
15	2,500	14,750	17,250
16	100	6,500	6,600
17	600	3,200	3,800
18	0	0	0
19	60	0	60
20	0	0	0
21	0	0	0
22	0	200	200
23	0	900	900
24	200	2,200	2,400
25	100	2,500	2,600
26	300	1,400	1,700
27	200	400	600
28	0	200	200
29	0	750	750
30	0	300	300
31	0	0	0
32	0	800	800
33	0	0	0
34	0	0	0
2 ₂	16,600	0	16,600
A	104,400	39,000	108,300

The above is 489,160 feet pine and there is also 50,000 feet hardwood
or a total 489,160 feet.

202

ESTIMATE OF DAMAGES BY MR. ATKINSON

FIRE #2

138 A. @ \$1.00 per A.....\$138.00
10,000 feet pine killed @ \$10. per M..... 100.00
Total damage Fire #2.....\$238.00

FIRE #3

16.8 A. @ \$1.00 per A.....\$ 16.80

FIRE #4

237.8 A. along Willie Camp line @ \$4. per A. \$951.20
160.8 Near 11½ Mile Siding @ \$1.00 per A... 160.80
102.7 Gum Swamp @ \$20.00 per A.....2054.00
134.3 A. South of Gum Swamp @ \$3. per A.... 402.90
38 A. badly burned pine timber land @ \$15. 570.00
240.8 A. Pine timber land @ \$4.00 per A.... 963.20
1,000,000 feet pine killed @ \$10. per M..10,000.00
1,000,000 feet pine damaged @ \$2. per M.. 2,000.00
40,000 feet Gum, Poplar & Maple @ \$8.. 320.00
Total damage Fire #4.....\$17,422.10

FIRE #5

601 A. @ \$2.00 per A..... \$ 1,202.20
125,000 feet pine killed @ \$10. per M.. 1,250.00
Total damage Fire #5.....\$ 2,452.20

FIRE #6

456 A. @ \$3.00 per A.....\$ 1,368.00
125,000 feet pine killed @ \$10. per M.. 1,250.00
Total damage Fire #6.....\$ 2,618.00

TOTAL DAMAGES.....\$22,747.10

North

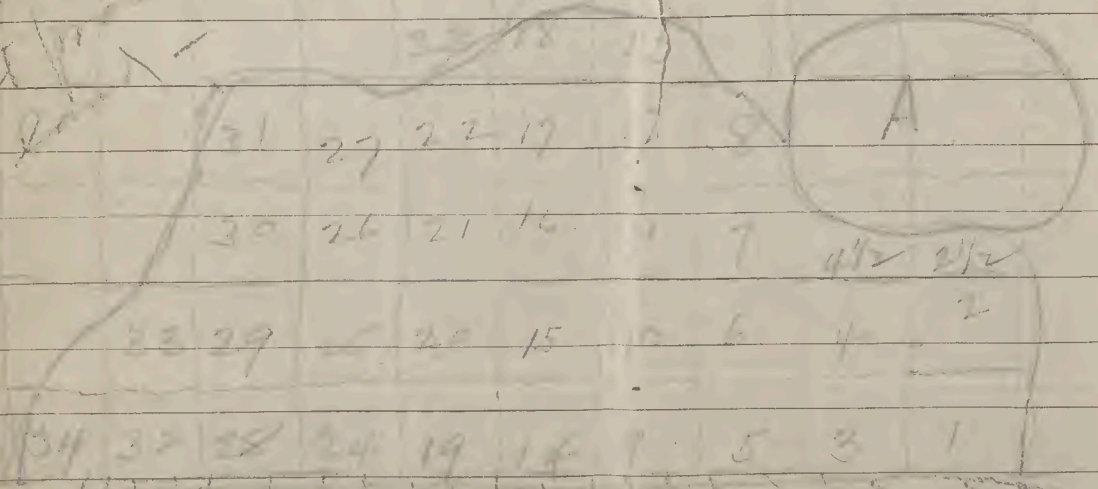
NORFOLK AND WESTERN RAILWAY CO.

Mo 4

5. 1st d R.R.

in low current area
but 1" section of

Point -



East

1st d R.R.

(Supposed to be 10 ft
block, except)

1" 2 1/2, 4 1/2 + 8.

26
10

DETAILED ESTIMATE MADE BY THE NORFOLK & WESTERN ESTIMATORS
ON SECTIONS 4 and 5 AS SHOWN ON MAP OF J. H. REID, SURVEYOR

Block No.	Down Dead	Standing Dead	Total Dead
1	500	3,000	3,500
2	44,000	20,000	64,000
3	600	22,700	23,300
4	18,000	23,000	41,000 =
4 $\frac{1}{2}$	7,000		7,000
5	200	4,800	5,000
6	1,200	9,800	11,000
7	7,500	27,500	35,000
8	750	4,000	4,750
9	3,000	12,500	15,500
10	2,450	15,400	17,850
11	4,200	20,400	24,600
12	0	9,750	9,750
13	100	8,100	8,200
14	375	5,250	5,650
15	2,500	14,750	17,250
16	100	6,500	6,600
17	600	3,200	3,800
18	0	0	0
19	60	0	60
20	0	0	0
21	0	0	0
22	0	200	200
23	0	900	900
24	200	2,200	2,400
25	100	2,500	2,600
26	300	1,400	1,700
27	200	400	600
28	0	200	200
29	0	750	750
30	0	300	300
31	0	0	0
32	0	800	800
33	0	0	0
34	0	0	0
2 $\frac{1}{2}$	16,600	0	16,600
A	104,400	39,000	108,300

The above is 439,160 feet pine and there is also 50,000 feet hardwood or a total 489,160 feet.

WHEREAS on the 10th day of June, 1918, S. E. Everett, Special Commissioner, conveyed to Richard Jones, the adopted child of Charles Harris, of Nansemond County, Virginia, two certain tracts of land--one containing 46 acres bounded by the lands of Louisa Holland, Seth Howell, Washington Lawrence and County road leading from Franklin to Gatesville, and the other tract containing 136 acres bounded by the lands of John Wilson Darden, Baker Davidson, Fortune Johnson and the Factory Hill County road, and

WHEREAS on the 10th day of June, 1918, Richard Jones and wife, Ida, executed to I. A. Luke of Holland, Va., a deed of bargain and sale for the two tracts above mentioned; and

WHEREAS the said Richard Jones contends that at the time of the execution of the said deed to the said I. A. Luke, he was a minor under twenty-one years of age and that the contract made with said I. A. Luke was and is voidable; and

WHEREAS the said Richard Jones desires to have the said contract annulled and declared void; and

WHEREAS P. D. Camp, of Southampton County, Virginia, has agreed to furnish all money necessary to defray the costs and expenses of a suit for the purpose of declaring null and void the deed aforesaid to the said I. A. Luke.

NOW THEREFORE THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of \$5.00 and the things to be done and performed hereafter by the said P. D. Camp for the said Richard Jones, the said Richard Jones doth agree that in the event of the annulment of the said contract and deeds by the Court, that he will convey to the said P. D. Camp all of the standing timber on both of said tracts measuring ten inches in diameter and larger across the tree stump at the time of cutting, 12 inches from the ground, except fifteen (15) trees on each tract which are reserved by the said Richard Jones for plantation purposes.

The said P. D. Camp agrees, for his part, to pay to the said Richard Jones the sum of \$500.00.

It is further understood and agreed between the parties that a period of ten years is allowed in which to cut and remove the said timber from the said tracts of land, together with such rights of way for roads and privileges of building and constructing of buildings and railroads on said land as may be desired by the said P. D. Camp.

It is understood and agreed that in the event that the said Richard Jones shall fail to prove his infancy, then and in that event the said P. D. Camp agrees to aid the said Richard Jones in the securing of a deed from I. A. Luke for the tract of 46 acres above mentioned and described.

The said P. D. Camp further agrees to pay such attorneys fees as may be incurred in the prosecution of the suits for the purpose of recovering said land or for the purpose of annulling and voiding the deed aforesaid to the said I. A. Luke.

The said Richard Jones, for his part, agrees to faithfully assist the said P. D. Camp in the securing of all necessary information to the end that the suits may be successfully and completely prosecuted.

Witness the following signatures and seals. Drawn, signed, sealed and delivered in duplicate this 31st day of March, 1919.

Richard Jones (Seal)
P. D. Camp ((Seal))

Copy

IN THE DISTRICT COURT OF HANCOCK
COUNTY.

Cann Manufacturing Company et al.

v.

I. A. Duke et al.

EXHIBIT CC

WITH ANSWER OF KNIGHT AND PHILLIPS

1920 June 20th filed.
JAM

JAMES G. MARTIN
ATTORNEY AND COUNSELOR AT LAW
LAW BUILDING
NORFOLK, VIRGINIA