

1896-15

Southampton County Chancery

Seibull, Dr. J. Emmett vs. Hurgass, B. et al

"2. original agreement and
have a good and sufficient deed
executed and ready for record"

Gift of Isaac, Sub Tr.

In Chancery.

Sebre,

vs.

{ Bill.

Nugent et al.

W. J. SEBRELL
ATTORNEY-AT-LAW
COURTLAND, VA

Everitt Wadley Co., Stationers and Printers, Richmond, Va.

To Hon. C.W. Hill, Judge of the Circuit Court
of Southampton County:

Humbly complaining sheweth unto Your
Honor Your Complainant, Dr. J. Emmett Schree
that on, and previously to, the 1st day of June
1891, B. Newgas, Beneficiary, and Isaac
Rice, substituted trustee, were seized, in fe-
simple, of that certain lot in Courtland Va.,
fronting 105 ft. on Main St., and running back
300 ft. ^{at right angles} to Laurel Street, same being known as
Lot No. 40 on the map of the said town, and
that, being so seized thereof, on or about the
said 1st day of June 1891, they bargained and
sold the said lot to your Complainant in
the purchase price of \$100.⁰⁰; that they then
and there put your Complainant in posses-
sion of the said lot, and promised him that,
as soon thereafter as practicable, they would
have prepared and duly executed a good
and sufficient deed conveying said lot to
your Complainant and would then deliver said
deed to your Complainant, upon the delivery of
which said deed your Complainant was to
pay them ^{the} said purchase price of \$100.⁰⁰;
that having been put in possession of the said
lot by the said B. Newgas and Isaac Rice, sub-
stituted trustee, as aforesaid, your Complainant,
relying upon their said promises and undertakings,

erected and placed thereon buildings and improvements of considerable value, to-wit, to about the value of \$2000.⁰⁰; that your Complainant has always been ready and willing to perform his part of the said contract and to pay the said purchase price of \$100.⁰⁰, upon delivery to him of a good and sufficient deed for said lot, and he has repeatedly and importunately requested and demanded the said B. Neugass and Lennie Rice, substituted trustee, to deliver to him a good and sufficient deed for said lot and to receive from him the purchase price of \$100.⁰⁰ for the same, and that in response to his urgent solicitations and importunities they did once, to-wit, in the early part of the year 1893, bring to Courtland a deed for him for said lot, but upon inspection and examination of the same the said deed was found to be defective in this, to-wit, that the acknowledgments thereto were not in such shape that the deed could be admitted to record, and they, thereupon, kept the said deed, promising your Complainant that they would forthwith proceed to have the said defect in acknowledgment rectified and have the said deed duly and properly acknowledged and ready for record, and would then deliver same to your Complainant and receive from him said purchase price of \$100.⁰⁰; but that, although more

than a year has elapsed since then, and although your complainant has been all the while ready and willing, and still is ready and willing, to pay the said purchase price, and has tendered payment of the same, and still now proffers payment of the same upon delivery to him of a good and sufficient deed for said lot, yet the said B. Newgas and Isaac Rice, substituted trustee, though all along requested and importuned, still fail or refuse to deliver to your complainant a good and sufficient deed for said lot, in utter disregard and violation of their promises and undertakings aforesaid. In consideration of all which, and inasmuch as your complainant is without remedy save in a Court of Equity, where such matters are properly cognizable, your complainant prays that the said B. Newgas and Isaac Rice, substituted trustee, may be made parties defendant to this bill and required to answer the same, though answer under oath is hereby expressly waived; that the said agreement entered into between ^{your} complainant and the said B. Newgas and Isaac Rice, substituted trustee, may be specifically performed and carried into execution, your complainant hereby offering to perform the same on his part; that a Commissioner be appointed to execute to

you complainant a good and sufficient
deed, ready for record, for said lot, and to
receive from you complainant the said purchase
price of \$100.00 upon delivery of the same; That
proper process issue, and that you complainant
may have all such other further general and
special relief as the nature of the case may
require or to Equity shall seem meet.

And you Complainant will win pray to.

W. J. DeWitt, Jr.

Sebrell

(x" } State Rules

Newgas et al

no 2x

Dr. J. Emmett
Sebrice

Dr.

B. Newpassland
Isaac Rice Sub-
stituted Trustee

1894 Mch 28, Order of Publication
issued.

" 1st Apl Rules, Bill & Ex filed

" 2 Apl Rules Order Publication
posted.

" 18 Apl. Order of Pub
Completed.

Virginia: In vacation:

In the Clerk's Office of
the Circuit Court of South-
ampton County, On the 28th
day of March 1894.

Dr. J. Emmett Sebrell. Off. }
Against. }
B. Sturgess and Isaac }
Rice Substituted Trustee. Defts. }
in Chancery.

The object of this suit is
to enforce specific performance
of a contract and to attain a
good and sufficient deed, ready for
record for that certain lot in
county Va. upon which the
plaintiff now resides and known
as lot No. 40 on map of said
town, same having been purchased
by said Dr. J. Emmett Sebrell
plaintiff, from said B. Sturgess
defendant.

And affidavit having been
made and filed that the said
defendants B. Sturgess and Isaac
Rice, substituted trustee are
non-residents of the state of

virginia, it is ordered that they
appear here within fifteen days
after due publication of this
order and do what is necessary
to protect their interest in this
suit. That a copy hereof be

~~Teste J. M. Howard del.~~

published in the Southampton Democrat
a new paper published in the
town of Franklin, for four suc-
cessive weeks and posted at the front
door of the Court house of South-
ampton County as the law directs.

Teste J. M. Howard del.

W. J. Sebrugg.

1894 mch 28 filed
J. M. H. b. b.

Virginia - In vacation.

Southampton County, to wit:

This day W. J. Sebrell Attorney for Dr J. Emmett Sebrell appeared before me, in the Clerk's Office of the Circuit Court of Southampton Co and made oath that B. Newpass and Isaac Rice Substituted Trustees, defendants in a suit pending in the Circuit Court of Southampton County, instituted by Dr J. Emmett Sebrell against B. Newpass and Isaac Rice Substituted Trustees are now residents of the State of Virginia.

W. J. Sebrell.

Subscribed & sworn to before me this 28th Day of March 1894.

J. M. Howard Clk.

Schell }
vs. } Rep't of Comr. W.D. Schell.
Newfaxes et al.

In this cause, your Commissioner would report that in proceeding to execute the decree herein entered at the May term 1894, he found that, by oversight and omission, the said decree did not require the Commissioner to execute bond before proceeding to enter upon the discharge of his duties thereunder. As, however, the purchaser, D. Edmund Schell, was exceedingly anxious to pay the purchase-money of \$100.⁰⁰ and take a deed for the land as authorized by the said decree, your Commissioner executed a bond before the Clerk of this Court in a penalty double the amount of the said purchase price, with security approved by the said Clerk, and, after having executed the said bond, your Commissioner collected from the said purchaser the purchase price of \$100.⁰⁰, and executed to him a deed with, special warranty for the said land. Your Commissioner, however, after collecting the said purchase-money, would not distribute the same before reporting these facts to the Court; and he now, therefore, holds the said sum of \$100.⁰⁰ subject to the order of the Court. Your Commissioner would, however, most respectfully ask that

his proceedings, as herein reported, be
 sanctioned and approved by this Honorable
 Court, and that this report be con-
 firmed and the Commissioner be di-
 rected to distribute the said purchase-
 money as directed by the said decree
 herein entered at the May term 1894.
 All which is respectfully submitted.

W. J. Sebrill,
 Special Court.

Sebrill 3

vs.

Newgas et al.

Report of Court.

W. J. Sebrill.

1895. 24th March filed
 by
 The day, name of Court
 L. A. King S. C.

7 1/2
 1 5 1
 10 2

Received March 19, 1896 of W. J.
Sebrill, Special Commissioner in the
suit of Sebrill vs. Newgate et al. the
sum of Fifty five & $\frac{14}{100}$ dollars, it
being amount of balance in his hands
after payment of the costs & expenses
of said suit.

N. A. Stribess,

Atty. for defendants.

Franklin, Va. *May 1st* '94.

Frederick Democrat, DR.,

H. STROUD, Publisher.

PRINTING * NEATLY * EXECUTED.

94

Mar 29 To *Ad* in order but. in
unit *Sebull vs Ungass et al*
41x

470

Paid W.H. Stroad
Sherr unit May 5/94
Stroads

Levell J. Emmett

Dr. } Stat. least.

Augastals

Statement of Cash in Chancery suit.
J. Emmett Sebrall vs B. Newgasdals.

Clerk	To T. M. H. Paid T. M. Howard c.b.	\$ 11. 16
Shff.	" J. W. W.	00. 00
Law &c	" W. J. S. Paid, W. J. Sebrall, p.g.	16. 50
Carriage	" J. L. M. Paid J. L. M. Lamon	2. 50
Printing	" Geo. Oak. paid see right filed.	4. 70
	Total Cash Recd. & Exp.	\$ 34. 86

A Copy

Teste: T. M. Howard. c.b.

Sebrill }
vs. } In Chy.
3 }

Newass it also.

Report of
Comr. W. J. Sebrill.

1896. 24th March Filed
L. R. Gay C. C.

Sebrill
 vs.
 Newgas et al.

} Report of Comr: W.J. Sebrill.
 }
 }

In this cause, the Commissioner would most respectfully report that, pursuant to decree herein entered at the November term 1894, he has paid out the amount in his hands, as per subjoined statement, as will appear from receipts and vouchers herewith filed.

Amos: to be distributed: — — — 100.00
 To Com's: on \$100.⁰⁰ 5% — — 5.00
 " fee for writing decd to purchaser — 5.00
 " paid Com's costs &c. — 34.86
 Balance paid W.A. Fintrop, atty. 55.14

\$100.00 \$100.00

There is nothing further to be done in this cause.

Respectfully submitted,
 W.J. Sebrill,
 Special Com'r.
 H

W. J. Schree
+
J. E. Schree
vs. *Nungesser, et al.*
to } COMMISSIONER'S
BOND.

Commonwealth.

1894 July 7

Know all men by these Presents, That we, W. J. Sebrill
and Jas. E. Sebrill

are held and firmly bound unto the Commonwealth of Virginia, in the sum of _____

Two Hundred Dollars,

to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; hereby waiving the benefit of our Homestead Exemptions as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State. Sealed with our

seals, and dated this 7th day of July one thousand eight hundred and ninety four.

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

W. J. Sebrill
shall faithfully perform the duties of his office or trust, as Special Commissioner

under a decree of the Orphan's Court of the County of Southampton
pronounced on the 8th day of May, 1894, in the suit therein
depending under the name and style of Sebrill vs Newgass & others

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in
the presence of _____

W. J. Sebrill
Jas. E. Sebrill

SEAL

SEAL

SEAL

In the Clerk's Office of the _____ Court of the _____ of _____

This day _____

surety _____ on the above bond, made oath before me, _____ Clerk

of the _____ Court of the _____ of _____

that _____ estate, after the payment of all _____ just debts, and those for which _____ bound as

security _____ for others and expect to have to pay, _____ worth the sum of _____

_____ dollars.

Given under my hand this _____ day of _____, 189 _____

Teste: _____ Clerk:

Sebrall Dr. J. E.
v. { Deposition
Newgass Dr. Co.

JAMES L. MCLEMORE,
Attorney-at-Law,
COURTLAND, VIRGINIA.

Everett Waddey Co., Stationers and Printers, Richmond, Va.

The deposition of J.B. Severe taken before me
J.H. McLennan, a Commissioner in Chancery
pursuant to notice to be read or evidence
in a chancery suit pending in the
Circuit Court of Southampton County,
in which J. Emmet Severe is plaintiff
and B. Newgas & Isaac Rice are
defendants.

Present W.J. Severe also for Plaintiff.

Question. State your age - occupation, residence
and if you know the parties to this suit.

Ans. I am 49 years old. At present live near
Courtland - and know all the parties to this
suit except Isaac Rice.

Question. The plaintiff charges in his bill that he
bought a certain lot of land in Courtland
from Mr. Newgas for \$100. and that he
has not been able to get a deed for
same. Will you tell what you know
about this transaction.

Ans. Sometime in May 1891. I wrote to Mr. R.M.
Stuart Worley, who represents Mr. Newgas,
that Dr. Severe wanted to buy lot ^{from him} no 40
on the map of Courtland. for which he offered
\$100. and recommended the sale. Mr.
Worley promptly replied in a letter dated May
30. 1891 and filed herewith. and directed me
to make the sale for the sum of \$100. and

2
As soon as the deed to him that it might be properly executed. I sent the deed as requested, which was acknowledged in a letter dated June 6. 1891. from Mr. Urtey. This letter is also filed herewith. Some time elapsed and not hearing from the deed, in Sept 1891. I wrote Mr. Urtey again about the deed. Oct 1. 1891, I received a letter from Mr. Urtey, filed herewith, saying he had sent the deed to Mr. Rice, but that Mr. Rice was in Europe, and upon his return the matter would be laid before him. Mr. Urtey also in that letter informed me that he had nothing more to do with Mr. Newfoss's interests in Co., and had been succeeded by Mr. Bernard Brumm. I also received a letter from Mr. Bernard Brumm. dated Oct 5. 1891. filed herewith, telling me that the deed to Dr. Schree was still awaiting Mr. Rice's return from Europe. and saying that he had been appointed to succeed Mr. Urtey here as agent for Mr. Newfoss.

Mr. Brumm under date of July 5. 1892 wrote me that he had on that date received from Mr. Newfoss the deed for Dr. Schree. In the lot in question and comes

see me on his return from New York.
This letter is also filed - a wire or letter
dated Dec 28. 1892. from same party. The letter
bearing date Jan 5. 1892, should be
dated Jan 5. 1893

Under date of Jan 31. 1893, Mr. Brewster
expresses a wish that I would examine
the seeds, meaning Dr. Schell's + one for
myself, with him so that any possible
defect might be explained to. See letter
filed - and also letter of Jan 17. 1893

Under date of Feb 6. 1893 Mr. Brewster
writes me that he would come to my
office in Courtland on Wednesday next,
in regard to the seeds -

On that day he did come and brought
two seeds one for Dr. James Schell
and one for myself. From Mr. Kenyon
& Isaac Rice. I examined the seeds,
and told Mr. Brewster I was sorry
the seeds were not ready for use.

The signatures of the grantors were
witnessed by two witnesses who lived
in Sweden. I returned the seeds to Mr.
Brewster who promised them and
them to have them properly acknowl-
edged and return them to me. I
informed Mr. Brewster that I had the

Cash to pay for the lot and it has been ready to be paid since the day of the sale, and that Dr. Schree desired a deed ready for record.

I saw Mr. Neufoss, I think, during the year 1892, on two or three different times and talked to him about this sale. At each time he said the deed should be made. Why he has not done so, is a source of great surprise and annoyance to me. Soon after the sale was made to Dr. Schree, he took possession of the lot and has put substantial improvements upon it, worth at least \$1500. He has no doubt that the deed would be made, I had none, and feeling that he would be safe in his purchase, he went ahead and built a dwelling, rather ~~and~~ building on the lot.

May 4, 1895.

And further this defendant
saith not.

J. B. Pinner

ATLANTIC AND DANVILLE RAILWAY CO.

R.M. STUART WORTLEY.

VICE PRESIDENT

PORTSMOUTH VA

May 30th 91.

J. B. Purdie Esq.
Courtland Va

My dear Sir,

Yours of the 26th - unit recd.
Your advice about lots will always
guide me so please make a sale of
the lot @ \$100 to D. Sebrull. I suppose
that the deed must be signed by Isaac
Purdie trustee. I will get his signature
if you will send the deed to me

Yrs truly
R. M. Stuart Wortley.

Superior, Wisconsin, June 1st 1891.

J. B. Pierce Esq
Courtland Va

Dear Sir,

Yours of the 2nd inst received
enclosing deed to J. Emmett Sebrell
for signature by Isaac Rice Trustee. I have
to day forwarded the deed to Mr. Rice
requesting him to execute the same in
accordance with your instructions & forward
the ~~deed~~ to you. On receipt please send a draft
for the \$100 to

Lehman Bros.
Exchange Place. New York

Sincerely
& truly

Matthew Wortley.

Superior, Wis. Oct 1st 1896.

J. B. Pruett Esq.
Courtland Va.

My dear Sir,

I am in receipt of your favour of
the 28th ult. The deed in question was sent
by me to Isaac Rice who is hunter for the
Courtland property. His secretary wrote
to me that Mr. Rice was in Europe but that
on his return the deed should be laid before
him. I have heard nothing since. I have
nothing more to do with Mr. Deneys' interests
in Virginia but have been succeeded by Mr.
Bernard Bruenn who will no doubt attend
to the matter for you. Very truly
O'Hare & Wortley

CHAS. H. CROMWELL, } RECEIVERS.
ALFRED P. THOM, }

Atlantic and Danville Railway Company.

Office of GENERAL AUDITOR.

JOSEPH ROSENBAUM,
General Auditor.

Portsmouth, Va., October 5th 1891.

J. P. Prince, Esq.,
Attorney
Courtland, Va.
Dear Sir:

In reply to your favor of 26th ult., addressed to Mr. P. C. Stuart Wortley, that gentleman begs me to say for him that the deed to St. J. Emmet Detrell is still awaiting Mr. Isaac Rice's signature, from the fact that Mr. Rice has not yet returned from Europe.

I may as well add for your more particular information that I have been appointed to succeed Mr. Wortley here as agent for Messrs. R. C. Newgas & Co., of London, Eng., Mr. Wortley intending to settle in New York. I shall be informed of Mr. Rice's return to America, in due course, and in the mean time I shall be pleased to hear from you, with reference to our interests at Courtland.

Any information you may conclude to furnish to me, will, I assure you, be very much appreciated.

Yours Very Truly,
Edward H. H. H.

Cable Address: "Bruein, Portsmouth."

Bernard Bruein,
Portsmouth,
P.O. Box 100, Virginia.

December 23rd 1892.

Judge J.B. Prince,

Courtland, Va.,

Dear Sir:--

I have received a letter from Mr. Newgass in which he instructs me to say to you that he is about to send the deeds to Dr. Sebrell for the lot purchased at Courtland, as well as the other deed, which, I think, is in your favor. I have written him about the lot concerning which you spoke to me, when I was last at Courtland, and he answers that he does not recall anything said at the time he saw you, which would go to show that he had agreed to sell that lot. This lot is the one which you desire to have, in order to give you an entrance to some property which you already own. Now with regard to Mr. Howell, Mr. Newgass will not agree to sell the land he now occupies, at the price fixed by you. He considers the land worth much more, and insists that Howell either pay the value of same, or vacate, at once. I desire you to see Mr. Howell, and see what you can do to bring about an amicable arrangement of this matter, in order that no unnecessary delay may be occasioned. I think, myself, that the property now occupied by Howell is worth far more than the sum of \$50.00, the price you fixed upon it, and I believe that you will agree with me. This matter has been dragging along quite a while, and I would be obliged were you to see that some definite termination of this matter is arrived at as soon as possible. Please let me hear from you at your earliest convenience, and very much oblige,

Yours Truly,

Bernard Bruein

Cable Address, "Bruenn Portsmouth."

Bernard Bruenn,

Portsmouth,

P.O. Box 100. Virginia.

February 6th 1893.

Judge J.B. Prince,

Courtland, Va.,

Dear Sir:—

An unusual press of business has prevented my leaving here, as I anticipated, in order to see you, in reference to the titles of yourself and Dr. Sebrall to the lots at Courtland. I hope to come up on Wednesday next, if it will suit your convenience to meet me at your office.

Will you please let me know whether you can meet me on next Wednesday? I should feel very much obliged were you to find yourself able to see me then, as I would like to close this portion of the Courtland business, at any rate.

Very Truly, Yours,

Bernard Bruenn

Cable Address, "Bruenn, Portsmouth."
Bernard Bruenn,
Portsmouth,
P.O. Box 100. Virginia.

January 5" 1892.

Judge J.B. Prince,
Courtland, Va.,

Dear Sir:--

Your letter dated 2" inst., has been received. I have communicated with Mr. Newgass, on the subject matter of the sale of the lot to Howell. He thinks that Howell has taken possession of the land, without giving a sufficient remuneration therefor, and suggests that I take steps to have the question settled. From your letter I observe that you are equally desirous of bringing this matter to a speedy termination, and I would suggest that Howell pay \$300.00 for the land. This I think would be acceptable to Mr. Newgass, and the deed could then be made without any unnecessary delay.

I have, to-day, received from Mr. Newgass, the + two deeds, one in your favor and one in favor Dr. Sebrell, for the lots which + were purchased some time ago. As I leave to-night for New York on some important business, I will have to defer seeing you until some day, during the early part of next week. I will communicate with you as soon as I return.

In the meantime please accept my best wishes for the New Year, and believe me,

Yours, Very Truly,

BERNE & CO. DAL
Bernard Bruenn

Cable Address, "Bruenn Portsmouth."

Bernard Bruenn,
Portsmouth,
P.O. Box 100. Virginia.

January 17th 1893.

J. B. Prince, Esq.,

Courtland, Va.,

Dear Sir: --

Since writing you last, I have returned from New York, and would now like very much to arrange the matter of the transfer of the seeds to yourself and Dr. S. Brell, of the property you and the Doctor purchased from Mr. Neaves.

Will you kindly let me know whether you can meet me in my office here, sometime during this week. I leave the matter of day and time entirely to you, only asking that you write me in due time, in order that I may be entirely at your service.

Have you seen Howell, with reference to arranging, if possible, an adequate price for the land he occupies at Courtland?

Please let me hear from you at your earliest convenience, and thereby exceedingly oblige,

Yours, Very Truly,

Bernard Bruenn

Cable Address, "Bruenn, Portsmouth."

Bernard Bruenn,
Portsmouth,
P.O. Box 100. Virginia.

January 30th 1922.

Judge J. E. Prince,
Courtland, Va.,

Dear Sir:--

Yours dated 28th inst., is received. I would prefer that you examine the deeds with me, so that any possible defect might be explained without the necessity of a lengthy correspondence. As it is, I think that I shall be able to come to Courtland about the latter part of this week, in order that this matter may be definitely settled.

If this arrangement meets with your approval, please let me hear from you, at once, so that I may understand the situation.

Very truly, Yours,

Bernard Bruenn,

21

Job Printing + Neatly Done.

Bill Heads, Letter Heads,
Note Heads,
Envelopes, Posters,
Tickets, Receipts,
Book and Pamphlet Work, &c.,
DONE AT LOW PRICES.

OFFICE OF

Southampton ♦ Democrat,

A WEEKLY PAPER. PUBLISHED THURSDAYS.

Subscription Price \$1 Per Year.

VIRGINIA-IN VACATION.

In the Clerk's Office of the Circuit Court of Southampton County, on the 28th day of March, 1894.

Dr. J. Emmett Sebrell	Plff.	} In Chancery
Against B. Newgas and Isaac Rice substituted trustees,	Dfts.	

The object of this suit is to enforce specific performance of a contract and to obtain a good and sufficient deed, ready for record, for that certain lot in Courtland, Va., upon which the plaintiff now resides, and known as lot No. 40 on map of said town, same having been purchased by said Dr. J. Emmett Sebrell, plaintiff, from said B. Newgas, defendant.

And affidavit having been made and filed to said defendants B. Newgas and Isaac Rice, substituted trustees, are non-residents of the State of Virginia, it is ordered that they appear here within fifteen days after due publication of this order and do what is necessary to protect their interest in this suit; that a copy hereof be published in the SOUTHAMPTON DEMOCRAT, a newspaper published in the town of Franklin, four successive weeks, and posted at the front door of the courthouse of Southampton county as the law directs.

A copy - TESTE:

T. M. HOWARD, C.

W. J. SEBRELL, P. Q.

mar 29-94

Franklin, Va., May 2/ 1894

This is to certify
that the annexed
order of publication
(Sebrell vs. Newgas & Rice)
was published in
the Southampton
Democrat four consecutive
weeks, beginning
Mar 29/94

W. H. Stroud
Pub

W. A. FENTRESS,
Attorney.

ATLANTIC AND DANVILLE RAILWAY COMPANY.
OFFICE OF ATTORNEY.

ALFRED P. THOM, RECEIVER.

Portsmouth, Va., Aug. 27th, 1894.

J. M. Howard, Esq., Clk. &c.,
Courtland, Va.,

My dear sir:

Herewith inclosed papers in *Rebrell v. Newgass* suit. The matter has escaped my attention from time to time, or papers would have been returned before. Sorry I kept them so long.

Yours, very truly,

W. A. Fentress

Sebrall }
vs. } Deane.
Newgass et al.

This day this cause came on to be heard upon complainant's bill, taken for confessed, the depositions of witnesses, and was argued by counsel. On consideration whereof, the Court, being satisfied from the evidence in this cause, that the defendants agreed to sell the plaintiff the lot in the proceedings mentioned and put him in possession of the same, and that the complainant ~~has~~ been ever ready and willing to comply with his part of the contract and pay the purchase price of \$100.⁰⁰ upon delivery to him of a good and sufficient deed for said lot according to the terms of the contract of sale, doth adjudge, order and decree that the said bargain and sale had and made by and between the parties, plaintiff and defendants, be and the same is hereby confirmed and declared to be firm and binding between the said parties, and in order to carry the same into effect the Court doth further adjudge, order and decree that W.J. Sebrall, who is hereby appointed a special Commissioner for the purpose, collect from the said plaintiff, Dr. J. Emmett Sebrall, the purchase price of \$100.⁰⁰; and, after collecting the same,

execute to him a deed for said lot with special warranty; and, after collecting the said purchase price of \$100.⁰⁰, the said Commissioner will pay out of the same all the legal costs and expenses attending this suit, and the balance he will pay over to the said B. Newgas or the said Isaac Rice, trustee, or to their agent or attorney, taking a receipt for the same and returning along with his report, in order to a further decree.

Sebrill }
vs. } decree.
Newgas et al.

May Term 1894.

To be entered—
C.M.D.

Entered 600

Subree }
vs. } Deere.
Morgans et al.

Nov. Term 1894.

To be entered—

12TH CMA

W.D. Subree, p.c.
Ent-691.

Sebrill }
vs. } Decree.

Newgass et al.

This day this cause came on to be further heard upon the papers formerly read, and upon the report of Comr. W.J. Sebrill, filed during the term by leave of the Court, to which report there is no exception, and was argued by Counsel.

On consideration whereof, the Court, approving and confirming the said report, doth adjudge, order and decree that the said Commissioner, W.J. Sebrill, distribute the amount in his hands according to the direction of the Decree herein entered at the May term 1894.

And the said Commissioner will make report to this Court in order to a further decree.

Sebrill,
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March term, 1896.
24th.

To be returned -
Robert H. Hunt

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