1897-26 Southampton County Chancery Richardson, Geo. A et ux Vs. Old Dominion Lumber Co.

"Sale of Land for
Lost interest of Complainants
+ infants"

Richardson, Rebecca J.
Richardson, Edna A.M.
Richardson, Viola M.

Richardson, Geo. D.

State of Virginia: )
) To wit:
City of Petersburg: )

This day personally appeared before me, the undersigned, a Notary Public in and for the City of Petersburg, in the State of Virginia, George A. Richardson and Rebecca J. Richardson, his wife, and Elenora M. Richardson and Viola M. Richardson, who severally made oath before me that the matters and things in the foregoing Bill contained are true to the best of their knowledge and belief.

Given under my hand this 12th. day of October, 1894.

J. Robt. Wade
Notary Public.

Richardson
vs
Bill of Exhibits
Does Dominion Lumber
Co &c.

C

L. B. Parsley

To the Hon bl Wm Inge Judge of the Circuit Court of Southampton Co. In Chancery.

Complaining sheweth unto Your Hon^r, your complainants Geo. A. Richardson, and Rebecca J. Richardson his wife, Elenora M. and Viola M. Richardson as follows. That by deed dated 21 day of August 1876 one G. W. Mitchell conveyed to Rebecca J. Richardson and certain of her children a tract of land in Southampton County containing about 285 acres, more or less. (a copy of said deed is filed herewith as Exhibit A.) That Elenora M. & Viola M. Richardson are two of the children of said Rebecca J. Richardson, and both are over 21 years of age. and Geo J. Richardson is the only other child of said Rebecca J Richardson, and he is an infant not fourteen of age. That all of the said parties live in the City of Petersburg. and the said farm is quite poor, and is rented out every year. That your complainants have been offered by the old Dominion Lumber Company, a corporation chartered under the laws of Va. and doing business in Southampton County one thousand dollars net for the

price of land and they are decidedly of the opinion that it is to the best interests of all parties that this Petitioner be accepted. for the following reasons. viz: The said sum of money invested in Petersburg, where they all have homes bring them more net income than the former does. That the former being so far from them cannot receive the attention it should, and must therefore continue to depreciate in value. That the interests of no person interested be violated by a sale of the land, and a proper investment of the money. That the heirs of the infants children shows they die owned by their father and mother viz Geo A Richardson and Rebecca J Richardson.

In consideration whereof, and inasmuch as your complainants are without remedy in the premises, except in a Court of Equity where matters of this kind are properly cognizable, to the end therefore that justice may be done, they pray that the old Dominion Lumber Company. and Geo: J. Richardson a minor under fourteen Years of age may be made parties defendant to this bill and compelled to answer the same. That

Some fit and proper party may be
assigned by ~~him~~ as Guardian for such
infant defendant - That all
necessary and proper Inquiries
may be made - and proper
Accounts taken - and that your
Honor will grant such
other, further, General and
Special relief as to Equity may
seem meet & the nature of this
Case may require - And as in
duty bound. your Complainants
will ever pray &c May it please
the Court &c -

J. B. Prieur Sol.

State of Virginia: )
) To wit:
City of Petersburg: )

This day personally appeared before me, the undersigned, a Notary Public in and for the City of Petersburg, in the State of Virginia, George A. Richardson and Rebecca J. Richardson, his wife, and Elenora M. Richardson and Viola M. Richardson, who severally made oath before me that the matters and things in the foregoing Bill contained are true to the best of their knowledge and belief.

Given under my hand this 12th. day of October, 1894.

J. Robt. Wade Notary Public.

Richardson
vs
Bill of Exhibit
Does Dominion Land
&c.

Petersburg Va
Sept 10th 1914

Mr E. B. Prince

Sir

We

The undersigned agree to sell to Mr John A. Pennybacker for the Old Dominion Lumber Co. our tract of land lying in Southampton County Va. Containing two hundred & Eighty five (285) acres. for one Thousand dollars and they are to pay all Expences. pertaining to a clear

Title. Names of the parties interested are

Mrs Rebecca J. Richardson
Eleanora Thr. Richardson
Ecola, M. Richardson
Geo. J. Richardson

Geo. A. Richardson
#243 Harrison St
Pty

Petersburg Va
Oct 15th 1894

Dear Sir

Enclosed you will find Papers. I hope correct If The Court requires a Guardian for The Minor I wish to be Myself. will it be necessary for me to be present, or is only a change of investment, please let me here from you

Yours Respectfully
Geo. A. Richardson

11

State of Virginia.
City of Petersburg.

I, Robert Gilliam, Clerk of the Hustings Court of the City and State aforesaid do certify that Laura A. Hare is assessed in the Reassessment of City Lots for 1895, with "1 Lot N. Halifax St. adjoining Archer Value of Lot $350 Buildings $1,000. Total $1350" Given under my hand this 12th day of December 1895,

R. D. Gilliam Clerk

Fee 25c Paid

Richardson Hirst
vs
Report of Com. Pleas
of Dominion Lumber Co

1896. 21. march filed
L.R. Gay Cl

Vouchers filed with
report.

Richardson wife

vs } Report of Comr. I. B. Pruden

&c Dominion Lumber Co &c.

In this cause I submit the following report.
That pursuant to decree of this Court
entered Mar 26. 1895. I have received the
sum of $925.83, in the purchase of a house
and lot in Petersburg Va for the benefit of
Mrs Rebecca Richardson and her children
The amt I had in hand was $1000. and there
is yet a balance in my hands $174.17. I
return with this report the receipt of Abr.
Hamilton Hunter, who sold the property for
$925.83, a copy of the deed made by him
an abstract of title made by Geo Mason
attorney, an affidavit from Geo A Richard-
son and Rebecca J. his wife, showing they
were satisfied with the purchase, and a
certificate from the Clerk of the Hustings Court
of Petersburg showing assessed value of said
lot. Mr Richardson desires that the $174.17
now remaining in my hands be paid
out for painting and putting some repairs
on the building. and I think it would be
a judicious use of the money.

Respectfully submitted.

To Judge Cir! Ct.
Southampton Co.

I. B. Pruden
Spl Comr

March 21. 1896

We hereby make oath that we wish and desire the investment in a certain lot situate on Halifax Street in the City of Petersburg Va bought by us of Alex Hamilton Trustee for Miss Laura E. Hare on December 2nd 1895, of the sum of $1000.00 now held by Hon J B. Prince commissioner of the Circuit Court of Southampton Co. for investment for the benefit of the undersigned Rebecca J. Richardson for her life, remainder to her children. We believe said property to be fully worth $1000.00/100 and we are fully satisfied that the title thereto is good.

Given under our hands this 7th day of January 1896.

Geo. A. Richardson
Rebecca J. Richardson

State of Virginia, City of Petersburg to wit:
I [redacted] Wade a Notary Public for the City aforesaid in the State of Virginia do certify that George A. Richardson and Rebecca J. Richardson whose names are signed to the writing above, dated the 7th day of January 1896 this day personally appeared before me in my City aforesaid and made oath, that, the statements contained therein are true. Given under my hand this 7th day of January 1896.

J. Robt. Wade
Notary Public

Copy

THIS DEED, made this 2nd day of December, in the year 1895, between Alexander Hamilton, trustee, as hereinafter mentioned, of the first part, and Rebecca J. Richardson and her children, viz: Ellanora M. Richardson, Viola M. Richardson, and all the other children of said Rebecca J. Richardson who are the lawful issue of her marriage with George A. Richardson and who may be living at the death of their said mother, Rebecca J. Richardson, of the second part:

WHEREAS, Laura E. Hare, an unmarried woman, by her certain deed of trust, dated May 10th, 1893, duly recorded in the clerk's office of the Hustings court of the city of Petersburg, in deed book 56, page 105, to which reference is made for particulars, did grant and convey the property hereinafter conveyed to the said Hamilton, trustee, in trust, to secure the payment of a certain note or debt therein mentioned and described; and,

WHEREAS, default having been made in the payment of the said note or debt, and the said Hamilton, trustee, having been required to execute the said deed by the owner and holder of said note; and,

WHEREAS, in strict pursuance of the said deed, the said Hamilton, trustee, after full advertisement, on this day proceeded, upon the premises, to sell by public auction the said real estate, when the said parties of the second part became the purchasers thereof, at the price of $920., they being the highest bidders therefor:

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises, and of nine hundred and twenty dollars ($920.), cash in hand paid by the parties of the second part to the party of the first part, before the delivery of this deed, receipt whereof is acknowledged, he, Alexander Hamilton, trustee, as aforesaid, does hereby grant and convey, with special warranty, unto the said Rebecca J. Richardson and her children, Ellanora M. Richardson, Viola M. Richardson and to all her other children who are the lawful issue of her marriage with George A. Richardson and who may be living at the death of their said mother, Rebecca J. Richardson, the following property, to wit: All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto belonging, situate, lying and being on the west side of Halifax street, in the city of Petersburg, Virginia, adjoining the property of Alfred Archer, Martin, and B. H. Spiers, and fronting on said Halifax street thirty-five and one half feet, and running back and having a depth of two hundred and fifty-four feet, more or less, and being forty-four feet wide along the rear line of the lot; being the same property which was conveyed to said Laura E. Hare by deed from Maria Kearney, Henry D'Alton, trustee, and James T. D'Alton, dated June 12th, 1878, duly recorded, and precisely

the same real estate which was conveyed to the said Hamilton, trustee, by the deed of trust aforesaid, to which deed reference is made for further description.

And the property hereby conveyed is to be held, possessed, owned and enjoyed by the said Rebecca J. Richardson for and during the period of her natural life, free from all debts and liabilities of every kind of her husband, George A. Richardson, or of any other husband she may hereafter have, and at the death of her, the said Rebecca J. Richardson, the said property hereby conveyed is given, granted and to pass to and to become the property of the children of the said Rebecca J. Richardson, that is to say, the said Ellanora M. Richardson, Viola M. Richardson and to all other children whom the said Rebecca J. Richardson has or may have, lawful issue of her marriage with the said George A. Richardson, and who may be living at the death of their said mother, the said Rebecca J. Richardson, to be equally divided between all of her said children who may be living at her death, or the lawful descendants of any who may be dead per stirpes.

WITNESS the following signature and seal:

Alex. Hamilton SEAL

State of Virginia,
City of Petersburg, to wit:

I, M B Cogbill, a notary public, in and for the city of Petersburg, in the state of Virginia, do hereby certify that Alexander Hamilton, trustee, whose name is signed to the foregoing and above annexed writing, bearing date on the 2nd day of December, 1895, has acknowledged the same before me in my city aforesaid.

Given under my hand this 13th day of January, 1896.

M B Cogbill
Notary Public.

Abstract of Title

to

Miss Laura E. Hare's
Lot, West side of
Halifax St. Petersburg
Va.

---

For

Mr Geo. A. Richardson
Nov. 6. 1895.

# AN ABSTRACT OF THE TITLE OF MISS LAURA E. HARE'S LOT ON WEST SIDE OF HALIFAX ST. AS HEREINAFTER DESCRIBED.

In the deed hereinafter mentioned, to Miss Laura E. Hare, this lot is described as situate on the West side of Halifax street, in the city of Petersburg, Virginia, and adjoining the property of Alfred Archer, Martin, and Spiers.

1.

A. Donnan Commissioner in the suit of Long & al. vs. Butterworth & Kirkham, pending in the Circuit Court of the City of Petersburg, to W. Arthur Butterworth, trustee for V. A. Butterworth, wife of Benj. J. Butterworth,

Deed dated 28th. May 1870, admitted to record June 29th. 1870 in D. B. 52, page 746, Reciting:

1st. Decree of May 28th. 1870 in said suit of Long & al. vs. Butterworth & Kirkham, directing the deed to be made, upon the payment of $1150.00, for the said lot and appurtenances, by A Donnan, commissioner, the lot being owned by B. J. Butterworth, and on which he then resided.

2nd. That V. A. Butterworth had paid said sum of money and requested the deed to be made,

And conveying a certain lot and appurtenances now occupied (then occupied) by B. J. Butterworth and his family, which fronts on Halifax street, and extends back to Federal street, and is bounded on the North by Poole's lot, South by the lot of J. J. Kirkham, East by Halifax street, and West by Federal street, and is on the West side of Halifax street.

In TRUST,

1st. To hold for the separate use, benefit and advantage of Mrs. V. A. Butterworth for her life, free from the debts of her husband, present or future, as if she were a feme sole.

2nd. At her death to convey and deliver the said lot to such person as she should appoint by will.

3rd. If she should die without a will, to her heirs at law.

4th. Full power is given said trustee during the life of said W. A. Butterworth, with her consent in writing, to sell the said property either publicly or privately, and invest the proceeds in real or personal property, to be held by the trustee as this property is held, and from time to time with like consent to change said investment.

2

Deed dated 29th. November 1872, admitted to record December 4th. 1872 in D.B. W. E. Butcher was substituted as trustee in the place and stead of the said W. A. Butterworth, trustee for W. A. Butterworth, by decree of the Hustings Court of the City of Petersburg, entered November 23rd. 1872, in the suit in equity of W. A. Butterworth, by next friend vs. W. A. Butterworth &c. in the deed last above..

3.

W. E. Butcher, substituted trustee for W. A. Butterworth, to R. M. Poole

Deed dated 29th. November 1872, recorded in deed book, 34, page 655,

Reciting:

1st. The execution of the deed above mentioned by A. Donnan, comr. to W. A. Butterworth, trustee &c.

2nd. The substitution of W. E. Butcher as trustee for said W. A. Butterworth, by the above mentioned decree, in the place and stead of W. A. Butterworth.

3rd. The request and consent of W. A. Butterworth to sell the property conveyed, to R. M. Poole for $2300.00, on the terms of one third cash, balance payable in three and six months, interest added, which has been done.

Conveys with special warranty to said R. M. Poole the following property: Lot and appurtenances fronting 91 feet on West side of Halifax street, and running back about 254 feet on its North line towards Federal street, and bounded on said North line by said Poole, and running back towards Federal street on its South line about 240 feet, and bounded on its South line by J. J. Kirkham. The rear or West line of the lot conveyed running from North to South line of the lot, about 120 feet and bounded on the West by W. A. Butterworth, being a part of the lot conveyed in the first mentioned deed. Vendor's lien reserved for the deferred payments of purchase money.; and the deed states that the purchase money ($2300.00) has been loaned W. A. Butterworth by consent of W. A. Butterworth.

worth by consent of V. A. Butterworth and is secured by deed of trust on a hous house and lot on High street to J. Wm. Young, trustee.

4

W. A. Butterworth and wife to J. Wm. Young, trustee,

Deed dated 29th. November 1872, admitted to record December 4th. 1872 in D. B. 34, page 659, conveying a house and lot on the North side of High street in the city of Petersburg, Va. assigned to W. A. Butterworth, wife of said W. A. Butterworth in the division of the estate of her father, J.J. Slaughter, In trust to secure $2300.00 to V. A. Butterworth, as mentioned in the deed last above..

5

R. M. Poole & wife to A. Donnan, trustee.

Deed dated 29th. Jsne 1874, conveying two lots on Halifax street, one fronting 74 feet, bought of the Mutual Building Fund Association, and the other fronting 91 feet, bought of W. E. Butcher trustee for W. A. Butter of worth, In trust to secure the payment of a note for $413.00 discounted by C. B. Starke. This deed is recorded in D.B. 26, page 96.

6.

R. M. Poole & wife to C. S. Stringfellow, trustee,

Deed dated 20th. July 1874, admitted to record 22nd. July 1874, in D.B. 36, page 146, conveying same 92 feet of land on Halifax street to secure $800.00. This deed has not been released.

7.

R. M. Poole & wife to C. H. Cuthbert, trustee.

Deed dated 4th. August 1874, admitted to record 4th. August 1874 in D. B. 36, page 168 conveying the same lot to secure $420.25. This deed is not released.

8.

IV.

R. M. Poole & wife to S. D. Davies, trustee,

Deed dated 20th. Aug. 1874, admitted to record 21st. Aug. 1874 in D.B.

36, page 205, conveying same to lot to secure C. B. Starke $800.00. This

12.

deed is not released.

Wm. Jarvis and wife to R. H. Jones, trustee.

9.

A Donnan trustee, and R. M. Poole and wife, to Wm. Jarvis.

Deed dated 11th. September 1874, admitted to record 18th. September 1874

in D.B. 36, page 271, Reciting:

1st. By virtue of the above deed of trust from Poole & wife to A. Donnan,

and by consent of said Polle and wife, the said Donnan has this day sold the

13.

land herein described to the highest bidder, when Wm. Crowder bought it at

The Same to The Same.

$1425.00, and then sold same to Wm. Jarvis and directed deed to be made to

said Jarvis.

2nd. The purchase money has been paid and secured.

Then conveying to Wm. Jarvis the same lot, as appears by plat of E. A. Pil-

low dated 3rd. September 1874 recorded with the deed. It being a portion of

the same property conveyed to the said R. M. Poole by W. E. Butcher, trustee

for V. A. Butterworth, by deed 29th. November 1872.

interest of all parties.

Poole and wife convey with general warranty and Donnan trustee with spe-

14.

cial warranty.. Map recorded with the deed.

R. H. Jones Jr. Trustee to Maria Kearney.

10

Deed dated 14th. Aug. 1876, admitted to record 19th. Aug. 1876, in D.B. 36,

page 21, Reciting:

1st. The two deed of trust last above mentioned.

2nd. That the trustee was thereby authorized to sell the property conveyed,

under the provisions of code of Va. ch.113, sec.6.

3rd. That the trustee diid sell by public auction in petersburg on 11th. Aug.

1876, at $1401.00,

And conveying the same lot &c. to Maria Kearney with special warranty.

MEMO. This deed does not state that the secured debts were unpaid, or that

11.

the sale was in strict accordance with the statute, or the terms of sale, or

that Maria Kearney was the purchaser.

Wm. Jarvis and wife to R. H. Jones, trustee.

9.

Deed dated 2nd. November 1875, admitted to record 4th. Nov. 1875, in D.B.

37, page 244, releasing the deed of trust last above mentioned.

Deed dated 20th. June 1877, recorded in D.B. 37, page 502, conveying

a lot on the East side of Halifax street, adjoining the property of Alfred Ar-

chard, being same property conveyed

to Wm. Jarvis by R. M. Poole & wife, by deed dated 2nd. November 1875, and

recorded in D.B. 37, page 245, conveying same property to secure $800.00 at 90 days, and pro-

viding that if default should be made the trustee should execute the deed in

pursuance of the code of Virginia 1873, chap. 113, sec. 6, except that the

trustee should have 5% on proceeds of sale.

and by consent of said Polle and wife, the said Donnan has this day sold the

land herein described to the highest bidder, when Wm. Crowder bought it at

$1425.00, and then sold same to Wm. Jarvis and directed deed to be made to

said Jarvis.

Deed dated 29th. April 1876, admitted to record 3rd. May 1876 in D.B.37, pag.

page 547, conveying the same property to secure the payment nf $534.17 six

months after date to the order of Daniel Rahily; and providing that in case of

default trustee should sell in pursuance of code of Va. 1873 ch. 113, Sec 6,

except that trustee should have 5% commissionm, and that the sale should be

after such notice and on such terms as the trustee should think best dor the

interest of all parties.

Poole and wife convey with general warranty and Donnan trustee with spe-

cial warranty.. Map recorded with the deed.

R. H. Jones Jr. Trustee to Maria Kearney.

Deed dated 14th. Aug. 1876, admitted to record 19th. Aug. 1876, in D.B. 36,

page 21, Reciting:

1st. The two deed of trust last above mentioned.

2nd. That the trustee was thereby authorized to sell the property conveyed,

under the provisions of code of Va. ch.113, sec.6.

3rd. That the trustee diid sell by public auction in petersburg on 11th. Aug.

1876, at $1401.00,

And conveying the same lot &c. to Maria Kearney with special warranty.

MEMO. This deed does not state that the secured debts were unpaid, or that

the sale was in strict accordance with the statute, or the terms of sale, or

that Maria Kearney was the purchaser.

V.

Deed dated 2nd. November 1875, admitted to record 4th. Nov. 1875, in D.B. 37, page 244, releasing the deed of trust last above mentioned.

12.

Wm. Jarvis and wife, to R. H. Jones, trustee.

Deed dated 2nd. November 1875, admitted to record 4th. Nov. 1875, in D. B. 37, page 245, conveying same property to secure $600.00 at 90 days, and providing that if default should be made the trustee should execute the deed in pursuance of the code of Virginia 1873, chap. 113, sec. 6, except that the trustee should have 5% on proceeds of sale.

13.

The Same to The Same.

Deed dated 29th. April 1876, admitted to record 3rd. May 1876 in D.B.37, page 547, conveying the same property to secure the payment nf $534.17 six months after date to the order of Daniel Rahily; and providing that in case of default trustee should sell in pursuance of code of Va. 1873 ch. 113, Sec 6, except that trustee should have 5% commissions, and that the sale should be after such notice and on such terms as the trustee should think best dor the interest of all parties.

14.

R. H. Jones Jr. Trustee to Maria Kearney.

Deed dated 14th. Aug. 1876, admitted to record 16th. Aug. 1876, in D.B. 38, page 21, Reciting:

1st. The two deed of trust last above mentioned.

2nd. That the trustee was thereby authorized to sell the property conveyed, under the provisions of code of Va. ch.113, sec.6.

3rd.That the trustee diid sell by public auction in Petersburg on 11th. Aug. 1876, at $1401.00,

And conveying the same lot &c. to Maria Kearney with special warranty.

MEMO. This deed does not state that the secured debts were unpaid, or that the sale was in strict accordance with the statute, or the terms of sale, or that Maria Kearney was the purchaser.

VII.

16.

Maria Kearney to Henry D'Alton, trustee.

Deed dated 26th. Jsne 1877, recorded in D. B. 38, page 532, conveying a lot on the West side of Halifax street, adjoining the property of Alfred Archer, Martin and Spiers, with general warranty, being same property conveyed to her by R. H. Janes Jr. trustee, on 14th. Aug. 1876. In trust to secuse a no note to J. T. D'Alton for $600.00, june 26th. 1877 at 2 months.

W. E. Butcher, substituted trustee and W. & V.A.Butterworth to Henry D'Alton, trustee.

Deed dated 31st. May 1878, releasing the vendor's lien to said Henry D'Alton, which was reserved in deed from Butcher trustee&c. to R. M. Poole, 29t Nov. 1872, said Henry D'Alton to hold for the benefit of the trust of the above mentioned deed to him.

18.

Maria Kearney, and Henry D'Alton trustee, and J. T. D'Alton, to Laura E. Hare.

Deed dated 12th. June 1878 admitted to record 23rd. August 1878 in D.B. 39, page 401, conveying with general warranty to Laura E. Hare the lot and buildings and improvements situate on West side of Halifax street, Petersburg, Va., adjoining the property of Alfred Archer, Martin and Spiers, being same property conveyed to said Maria Kearney by R. H. Jones Jr. by deed of 14th. Aug. 1876, above mentioned. Henry D'Alton grants with special warranty with consent of J. T. D'Alton, oreditor secured as above.

Petersburg, Va. December 6th. 1895.

Respectfully,
Geo. L. Mason, atty.

19.

Laura E. Hare to Alexander Hamilton, trustee.

To,

Mr. George A. Richardson,

Deed dated 10th. May 1893, admitted to record May 12th. 1893, in D.B. 56, page 105, conveying the same property to secure a note for $337.75, of even date with the deed, payable one year after date.

Under this deed the said lot has been sold by the trustee and purchased by George A. Richardson, the note secured not having been paid at maturity..

ROBERT R. PRENTIS.

SUFFOLK, VA., Janu. 3, 1896.

Hon. J. B. Prince,
Courtland, Va.,

Dear Judge:-

I have your's of Decemb 24th.- It seems to me that the slight informalities referred to by Mr. Mason in his abstract of the title, are not sufficient to justify the refusal of the property; and with the information now before me, I would confirm the investment- I think it advisable however for you to get the affidavits of Mr. and Mrs. Richardson, to be filed with your report, to the effect that they desire the investment to be made, that they believe the property to be worth the money and that they are fully satisfied with the title.- With best wishes,

Very truly yours, Robert R. Prentis

Petersburg Va
Dec 4th 1896

Mrs J. B. Prince

Dear Sir

Enclosed you will find the papers you require. I have bought a place in a good locality and good rental property at a reasonable price. People that know the property say it is cheap I give nine hundred & twenty dollars cash. It will take about one hundred dollars to put it in repair. The house need painting some repairing and the fences to be done up. I think a good investment. And hope it will be satisfactory with you. You can send the money up at once. as the parties are waiting on me

As to the lawyers fee, I will say that. myself please notice and reply at once and oblige

Yours very Respectfully

Geo. A. Richardson
# 243 Harrison St
Petersburg
Va

Petersburg, Va., January 11th, 1896.

Received of Jos. B. Prince, special commissioner in chancery suit of Richardson & wife & als.vs. Old Dominion Lumber Company, pending in the circuit court of Southampton county, Virginia, nine hundred and twenty-five dollars and eighty-three cents, in full of the purchase money due me as trustee of L. E. Hare, for the purchase by Mrs. Rebecca J. Richardson and her children of certain real estate of L. E. Hare, sold by me as trustee, located on Halifax street, in Petersburg, Virginia. Deed for which, dated December 2nd, 1895, has been this day executed and delivered.

$925.83.

Alex Hamilton

Master

Received April 6th 1896 of L. B. Rucker Special Commissioner in Chancery Suit of Richardson & Wife &c. vs Old Dominion Lumber Co. pending in Circuit Court of Southampton Co. Seventy four & 17/100 dollars. balance in his hands from sale of farm in Southampton Co. which is to be used in painting and repairing house on lot bought in Petersburg by said Comr.

Geo. B. Richardson
E. J. Richardson

Petersburg Va.
Apl 6th 1896.

Judge J. B. Prince,

Dear Sir,

Yours to hand and all right. With many thanks. I really appreciate your favor, and promptness in this case. With my best wishes, Enclosed you find receipt Signed as requested, I wish I had a very nice place when I get through with it, Bring it out next week, I remain

Yours truly,

Jos. A. Richardson

Richardson Timber
Final
vs 3 Report of
Com Premia
&
Ole S Dominion Lumber
Co.

Demurrer with report

1896. 11. April Filed
L. A. Clay C.C.

Richardson wife &c
vs
Report of Com. L. B. Price
Ala Romaine Lumber Co

Your Com. submits the following report - That pursuant to decree entered at the Mch Term 1896, I have paid out the balance in my hands to Geo A Richardson and E. J Richardson his wife to be expended in painting and repairing house on lot in Petersburg Va., built by me under proceedings in this suit. I file their receipt with this report. There remains nothing further to be done in this Cause.

Respectfully submitted.

Apl 11. 1896

L B Price
Spl Comr.

To Judge of the Circuit Court
of Dinwiddie Co. Va

This Deed made this 21st day of August A.D. 1876. between George Wm Miskell of the State of Mississippi of the first part and Rebecca J. Richardson (wife of George A Richardson) + others of the second part, Witnesseth: that the said Miskell for and in consideration of the natural love and affections which he bears to the said Rebecca J. Richardson (his sister) and her children, doth grant and convey unto the said Rebecca J Richardson. Elanora M. Richardson + Viola M. Richardson all of that tract of land this day purchased by the said Miskell from George A Richardson, lying in Southampton County, Virginia, supposed to contain two hundred and eighty five acres, more or less, and bounded as follows, on the north by the lands of Joseph Joyner, Arthur Parker and others - on the east by the Rollings land and others, on the south by the Hornet Swamp, and on the west by the Fortunatus Dunn: all of which said tract of land is to be held, possessed and enjoyed by the said Rebecca J. Richardson, for and during the period of her natural life

free from all debts and liabilities of every kind of her said husband; and at her death the said land is hereby given, granted and devised to the said children of the said Rebecca, that is to say, to the said Elanora M. Richardson Viola M. Richardson and to all other children which the said Rebecca J. Richardson may have, lawful issue of her marriage with the said George A Richardson, and who may be living at the death of the said mother the said Rebecca J. Richardson, to be equally divided between all of her said children, who may be so living or the lawful descendants of any who may be dead." per Stirpes

Witness the following signature and seal.

G. H. Miskell (Seal)

Exhibit "X"

Southampton County: In the Clerks Office August 21st 1876. This Deed of Gift from Geo: Wm Miskell to Rebecca J Richardson et als: was this day received and acknowledged by said Miskell to be his act and deed, and admitted to record.

Teste: L. R. Edwards C.C.

A Copy:

Teste: B. F. McLemore C.C.

Richardson et als

v.

Dunn

The Old Dominion
Lumber Co

1894. 1st Oct Rules
6 in. 6 t.

Executed Sept. 27th
1894 by delivering
a Copy of this Sum's
to J. W. A. Armistead
Vice President & Gen.
Manager of The Old
Dominion Lumber
Company & W. J. Dobrell Gnd. ad Litem
D. W. Williams
Sh'ff.

Prince E.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON The Old Dominion Insurance Company, a corporation chartered under the laws of Va. and Geo. J. Richardson a minor by W. J. Sebrell his next friend

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the 1st Monday in Oct next, to answer a Bill in Chancery exhibited against them in our said Court by Geo. A. Richardson and Rebecca J. Richardson his wife Elenora M. Richards & Viola M. Richardson.

And this they shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this 16" day of Sept, 1894, in the 119th year of the Commonwealth.

TESTE: T. M. Howard, C. C.

Form No. 309.

Richardson Wife

vs.

Ced Dominion Lumber Co.

to { COMMISSIONER'S BOND.

Commonwealth.

Recorded on page 33

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 309.

Know all Men by these Presents, That we J. B. Power

J. L. McLemore J. W. Williams & B. F. McLemore

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

Two Thousand 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 obligaiton, 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 22nd day of May one thousand eight hundred and Ninety five.

The condition of the above Obligation is such, That if the above bound J. B. Power

shall faithfully perform the duties of his office or trust, as Special Commissioner

under a decree of the Circuit Court of the County of Southampton, pronounced on the 26th day of March, 1895, in the suit therein depending under the name and style of Richardson & Wife Vs. Old Dominion Lumber Co.

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

Signed, sealed and acknowledged in the presence of

J. B. Power SEAL.

J. L. McLemore SEAL.

J. W. Williams SEAL.

B. F. McLemore

*In the Clerk's Office of the Circuit Court of the County of Southampton.*

This day J. L. McLemore, J. W. Williams & B. F. McLemore

sureties on the above bond, made oath before me L. A. Gay, Clerk of the Circuit Court of the County of Southampton, that their estates after the payment of all their just debts, and those for which they are bound as securities for others, and expect to have to pay is worth the sum of Two Thousand dollars; whereupon the said bond is admitted to record according to law.

Given under my hand this 22nd day of May 1895.

Teste: L. A. Gay Clerk.

Southampton Circuit Court Nov. Term 1894,

Richardson and Wife &c

Pl'ff

vs. Decree.

The Old Dominion Lumber Co &c.

This day this cause came on to be heard on the bill of the Complainants, taken for confessed as to the Old Dominion Lumber Co - the answer of the infant defendant by J. L. McInnis his Gdn ad litem - with general replication thereto, the answer of the Gdn ad litem sworn to as the law directs, the exhibits filed and was argued by Counsel.

On consideration whereof the Court doth adjudge, order and decree that a Commissioner of this Court take the following inquiries viz:-

1st. Whether the sale of the tract of land more particularly described in the bill is a good one or not.

2nd. Whether it is to the interest of the infant that this sale should be made.

3rd. Whether the interest of any party would be violated - which inquiries the said Comr. will proceed to make and report to Court, returning with said report the evidence upon which he

bases his opinion, and the said Comr. will also return with his report any other matters specially stated deemed pertinent by himself, or which may be required to be so stated by any interested party.

A Casey

Test: T. M. Howard, C.C.

Richardson et al
vs
Deane et al
Ex parte

A Casey

Comr's Report
Jos. E. Dwyer
Wm. H. Steele
T. E. Deane

Feb. 20

Richardson Info &c.

v Lewis Notice

Old Dominion Lumb. Co

1895. ~~Feb~~ ~~20~~.

Mch. ~~4~~ 8.

243. Harrison St.

Mr Coleman J. D. Legal Service & Writ within Notice. This 6th day of March 1895.

Geo. A. Richardson

Lodged & Richardson

Clerk's Office, Richardson

Viola, Mo. Richardson

Commissioner's Office,
Courtland
~~Jerusalem~~, Va., Feb 4 1895

To The Old Dominion Lumber Co.
Geo. A. Richardson, Rebecca J. Richardson,
Ellenora M. Richardson, Viola M.
Richardson and Geo. J. Richardson,
a minor by H. J. Seboldo, his Gdn ad litem.

*You are hereby notified that I have fixed upon the* 8th *day of* ~~February~~ March *next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:*

1- Whether the sale of the tract of land, more particularly described in the Plaintiffs bill, is a good one or not.
2- Whether it is to the interest of the infants that this sale should be made.
3- Whether the interest of any party would be violated.

With any other matter Special stated deemed pertinent.

*required to be taken by a decree of Southampton Circuit Court, rendered at the* November *term, 18~~94~~, in a suit in chancery depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.*

*Given under my hand, as Commissioner in Chancery of said Court, the day and year first aforesaid.*

B. F. McLemore
*Commissioner.*

*To the Sheriff of Southampton County to execute.*

Witnesses Jas. E. Joyner. B. W. Everett & J. E. Dunn
being duly sworn severally ~~and ordered~~ deposes -

that they are well acquainted with the land of Mrs Rebecca J. Richardson - that they live near the land - that it is very poor - and is depreciating in value every year - and that $1000.00 one thousand dollars is a big price for it.
The said witnesses further deposes - that they believe it would be to the interest of the minors, to sell the land at the price named upon, provided a proper investment is made in Petersburg - as stated in the complainants bill. And that to the best of their knowledge the rights of no person will be violated by such sale.

Jas. E his + mark Joyner

Benja. W. Everett

Homer E. Dunn

Jas. E. Joyner $0.90
B. W. Everett 0.74
J. E. Dunn 0.98

Richardson Louise Vals
vs } Report.
Ala Dominion Lumb: Co

1895 Mch 9th Filed
D. M. K. Cl.

Dis apl 15. 1896

Commissioner's Office.
Courtland, Va.
March 8th 1894.

To the Circuit Court of Southampton Co.

In obedience to a decree of the Court aforesaid, entered at the November Term 1893 in the Chancery Cause of "Richardson & wife &c. vs The Old Dominion Lumber Co." - the undersigned, one of the Commissioners of the said Circuit Court, reports to Court, that on the 4th day of February 1895 he issued Notice against the parties to the aforesaid Cause requiring them to appear before him, at his Office, in Courtland, on the 8th day of March 1895, legal service of which said Notice has been acknowledged. The Commissioner also issued Subpoenas against Jos. E. Joyner, B. H. Everett and J. E. Dunn, requiring them to appear before him at the time and place aforesaid, as witnesses. That said Witnesses appeared in obedience to said summons, and being duly sworn, he proceeded to make the following inquiries:

1st Whether the sale of the tract of land, more particularly described in the Plaintiffs' bill is a good one or not?

2nd Whether or not it is to the interest of the infant, that this sale should be made?

3rd Whether the interest of any party would be violated?

In answer to the above interrogatories, the Commissioner submits the following report: That a thousand dollars, (the price the old

Dominion Lumber Co. has agreed to pay) is a fair price for the tract of land in the bill and proceedings mentioned, that the land is very poor, buildings ordinary. and the entire farm rapidly depreciating in value; that the rents and profits arising from the land are very small. that it will be to the interest of the infant for the sale of the land above referred to, to be confirmed and the proceeds invested as stated in the bill. and if the proceeds are properly and judiciously invested. that the rights of no person will be violated.

The witness herein referred to, were summoned with a view to their intelligence and good judgment. living in the vicinity of the lands, and know it well, and being practical farmers, are believed to be good judges as to its value, and upon their evidence, this report is based.

The Commissioner respectfully recommends a confirmation of the sale of the land, to the Old Dominion Lumber Co. at the prices agreed upon between the parties.

Respectfully Submitted.
B. F. McLemore
Com'r in Chancery

Commr's fee $5.00
Ch Clk 3.00

Witness fees:
Jas. E. Joyner 90¢
B. H. Everette. 74¢
J. E. Dunn 98¢

Richardson et als

F" } Stat: Rules

The Red Dominion

Plumbing Co et als

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1st Act Rules

Geo. A. Richardson and
Rebecca J. Richardson
his wife, Elenora M. Pltffs.
Richardson & Viola
M. Richardson

vs.

The Old Dominion
Lumber Company a
corporation chartered
under the laws of Va.
and Geo. J. Richardson
a minor by W. J. Shrewsbury
his next friend ad litem.

1894, Sept 18. Process issued to 1st Act Rules.
" 1st Act Rules Process not Executed.
" 2nd " " Bill & Ex filed &
Ans of Defts filed &
W. J. Shrewsbury appt
next friend ad litem, decree
nisi vs adults.
1894 Nov Rule, Bill taken for con-
fessed & cause set for
hearing as to adults

Richardson & wife

vs Spa.

Ala Dominion Lumb. Co.

1895. ~~Feb 20th~~

March 8th

Executed this 7th day of March 1895 by delivering a copy of this spa to each of the within named parties

A. G. Nelms Dep Sheriff
for J. W. Williams
Sheriff

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON Jos. E. Joyner B. W. Everette and Thos. E. Dunn

B. F. McLemore, Comr

to appear before ~~the Judge~~ of our County Court of Southampton County, at the Courthouse thereof, on the ~~8~~ 6 day of ~~Febry~~ March ~~Term,~~ 189 5, to testify and the truth to speak on behalf of Geo. A. Richardson Sons

in a certain matter of controversy in our said Court depending and undetermined between Geo. A. Richardson Sons & Co, plaintiff, and Old Dominion Lumber Co, defendant.

And this they shall in no wise omit, under the penalty of the law. And have then there this writ.

Witness, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 6 day of Febry, 189 5, in the 119th year of the Commonwealth.

TESTE:

B. F. McLemore, C. C.

The Answer of Geo. J. Richardson a minor
under 14 yrs. of age to a bill of complaint
exhibited against them & others by Geo.
Richardson Jun & others in the Chancery Court
of Southampton.

This defendant for answer to the
said bill, answering says. That being an
infant under the age of 14 yrs of age knows nothing of
his rights in the premises but submits the
same to the protection of this court & how
answered he prays hence to be dismissed.

J. L. McLemore
G. d. l.

Richardson infts
vs
3 Answers of
3 Geo. J. Richardson

Received Answers
Lunsford C. & C.

The answer of J. L. McLemore, Gdn ad litem for Geo J. Richardson, a minor under 14 years of age. to a bill of complaint & hibited in the Circuit Court of Southampton against himself & the old Dominion Lumber Co. by Geo a Richardson & others.

This respondent for answer to said bill says. That he does not know anything of the facts in this cause, except as they are declared by the bill of the complainants; he therefore submits his rights and the rights of the minor to the protection of this Court. and having answered prays hence to be dismissed &c.

Jas L McLemore
Gdn ad litem

Sworn & subscribed before me this 16th day of Octo. 1894.
T. M. Howard Clk.

Richardson vs.
W. } Statement of Cash
C of Dominion Lumber Co.

Amount of Statement

Richardson vs Ives

W. } Statement of Costs

Old Dominion Lumber Co.

Summ. 25. 2 Copies 20, receipt 18. Atty. 10. Docket, 18. Rules 50 = 1 41

Entering return 35. File, Circ 15. Dr. Ex. 15 Rules 50, Disp. 15 = 1 20

File. depositions 15. Copy Ex. 50, 2 decrees $1.44 = 209

J. M. H. $4 70

Taxing Comr's bond $1.40, 2 decrees $1.44. Comr's report 25 = 3.09

File. another report of Comr. 25. Tax Costs 40, File papers 25 90

This Statement includes 15, [redacted] 10/16/97 D. L. & Bay bill 8 75

Final decree Sheriff 1 00

Paid D. B. L. Lowe. 16 50

Comm. B. F. M. Lowe 5 00

Witnesses $31.25

J. E. Joyner 90

B. H. Everett 74

J. E. Dunn 98

$33.87

Richardson & wife vals

VS. } Statement of Evid.

City Dominion Lumber Co.

Stat Cost in Lehy. suit of
Richardson vals & Ald Dainmon Lumber Corp.

| | | |
|---|---|---|
| Clerk | 25-26-18-10-18-50-35-15 = | 1.97 |
| | 15-50-50-15-15 = 72-72-15-72-72 = | 4.48 |
| | 72-40-25 | 1.37 |
| | | 7.82 |
| Sheff | | 1.00 |
| Lawyer | | 16.50 |
| Lawyer | | 5.00 |
| | | 30.32 |
| witness | | |
| J.E. Joyner | | 90 |
| B.W. Everett | | 74 |
| J.E. Dunn | | 98 |
| | | $32.94 |

A Copy J.M. Heinemann C.C.

Richardson Rifle
vs 3 Decks
Old Dominion Lumber Co

1896. March Term
March 24
Robt C. Harris.

Entered
Page 57

Richardson et ux

vs

Decree

Old Dominion Lumber Co &c

This day this cause came on to be further heard on the papers formerly read, the report of Comr. I. B. Purcell filed March 21, 1896, reporting investment of $975.83 in the purchase of a home and lot in Petersburg, Va. for benefit of Mrs Rebecca Richardson & children, a voucher for payment of said amount to Alex Hamilton Hunter, Copy of deed for said property, affidavit from Geo A Richardson, stating they were satisfied with said investment and desired it to be made - abstract of title to said lot &c. and was argued by Counsel. On consideration whereof, and no exceptions being filed to said report, the same is hereby confirmed. And it appearing from said report that there is now in the hands of Comr. Purcell the sum of $74.17 of the $1000. directed to be invested by him, and that the parties who reside on the home lot in Petersburg Va desire the same to be invested in painting the house & putting some repairs on same - and the Commissioner recommending the said expenditure, the Court doth order that the said I. B. Purcell Comr. pay out, the said sum of $74.17 for the said purpose - and make report to Court -

Richardson Lbr
Pl. a ⅓ Decree

The old Dominion
Lumber Co Pl.

1894 Nov Term

To be sicced.
12th CWB

Ent 698

Richardson and wife &c
vs
The old Dominion Lumber & C.

This day this cause came on to be heard on the bill of the complainants, taken for confessed as to the old Dominion Lumber Co. the answer of the infant defendant by J. H. McLemore his Gdn ad litem. with general replication thereto, the answer of the Gdn ad litem sworn to on the 3rd inst, the exhibits filed, and were argued by Counsel. On consideration whereof, the Court doth adjudge, order and decree that a Commissioner of this Court Make the following inquiries - viz.

1st. Whether the sale of the boat of land more particularly described in the bill is a good one or not.

2nd Whether it is to the interests of the infant that this sale should be made.

3rd Whether the interests of any party ought be violated - which inquiries the said Comr. will proceed to make and report to Court, returning with said report the Evidence upon which he bases his opinions - and the said Comr. will also return with his report any other matter specially stated deemed pertinent by himself, or which may be required to be so stated by any interested party.

Richardson et al
vs
Dec
Dominion Lumber Co.

This day this cause came on to be further heard on the papers formerly read, the report of Com. B. F. McKenna filed Mch 9. 1895. to which there is no exception and was argued by Counsel. on consideration whereof, and it appearing from the said report that the sale of the tract of land by Geo W Richardson and others to the Dominion Lumber Company is a just one and to the interest of the parties, the said report and sale are hereby confirmed. And the Court doth further decree that I. B. Price is hereby appointed a Special Comr. to receive from the said Dominion Lumber Company the sum of $1000, together with the costs of this suit. and when the same is duly paid that he execute to said Company a deed with Special Warranty for said tract of land. and that he reinvest the said sum of $1000 in the purchase of real estate in the City of Ky. subject to the confirmation of this Court. But before the said Comr. proceed to act under this decree, he give bond as bond before the clerk of this Court in the penalty of $2000. with security to be

Richardson et al
vs 3 Decrees
Des Dominion Lumber Co

Richardson Wife et al
to 3 Decree
Cld Damages & Cost

et al

1895. Mch Term
To be entered.

Entered Mar. 26, 1895
Robert R. Phillips

Page 5

Appeal by said Clerk, endorsed to Feb. Term, 1895 of this and any further necessary Term of this Court. And said Court make report to Court.

Richardson et al
vs
Deere
and
American Lumber Co

1897. Sept 29

Entered this
Robert C. Ellis

Entd. Page — 165 —

Richardson wife
vs
Deeds.

Old Dominion Lumber Co & others

This day this cause came on to be further heard on the papers formerly read, and the report of Comr. I. B. Shive filed April 11th. 1896. reporting that he has paid the balance in his hands of $74.17 to Geo. A Richardson and E. J. Richardson his wife for services in painting and repairing house on lot in Petersburg, Va. which was duly proved by proper witness and was argued by Counsel. No exceptions being filed to said report, the same is confirmed. And nothing further appearing necessary to be done in this cause, the same is ordered to be removed from the docket.