

1908-09

Santhampton County Chancery - Hickory Grove AME Zion Church vs So A. C. Co. et

Debiton Ex Encumbrance

TRUSTEES OF HICKORY GROVE  
A. M. E. ZION CHURCH,  
EX PARTE.

P E T I T I O N .

*October 21. 1908 filed*  
*Jm*

ROBT. W. WITHERS,  
ATTORNEY AT LAW,  
SUFFOLK, VA.  
PRACTICING IN ALL COURTS IN  
FIRST JUDICIAL CIRCUIT.

JEWELL & COMPANY, PHILADELPHIA.

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA.

In vacation, ~~September~~ <sup>October</sup> 21, 1908.

TRUSTEES OF HICKORY GROVE A. M. E. ZION CHURCH, EX PARTE.

PETITION TO ENCUMBER CHURCH PROPERTY.

TO THE HONORABLE JAMES L. McLEMORE, JUDGE:

Your petitioners, Littleton Hurst, Louis Brown, Louis Fiers, Ulius Turner, Phillip M. Ridley, Louis Henry Mayfield, and Leonard Fiers, respectfully represent that they are Trustees of the religious congregation of Hickory grove A. M. E. Zion Church, duly appointed according to law in the 22nd day of September, 1908; that the legal title is vested in them as Trustees of said religious congregation, to all that certain lot of land, together with all improvements thereon, lying and being in the county of Southampton, Virginia, near Delaware station and North of the Seaboard Air Line Railway's right of way; which said property is held for the use, benefits, purpose and objects of the said religious congregation as a place of worship.

That for several years past the Seaboard Air Line Railway has had the use and occupancy of a part of the above described property, upon which was placed a spur railroad track leading from its main line of railroad to Delaware Park, property of the Seaboard Air Line Railway's line North of the said church property; that a dispute has arisen between the congregation and Trustees of the Hickory Grove Church on the one hand and the receivers, officers and agents of the Seaboard Air Line Railway on the other hand regarding the rights of said railway on said property and easements and regarding the

payments of rents to your petitioners. That it being made known to your petitioners that the seaboard Air Line railway desired the further use of the church property for the purpose aforesaid, and it being desirable that all differences between the parties should be settled, representatives of the Seaboard Air Line and of Hickory grove church have agreed each with the other, that the Seaboard Air Line railway shall pay the sum of one hundred dollars (\$100.00) in full discharge from any and all claims, demands and causes of action arising [under and by virtue of any understandings and agreements heretofore made or entered into between the parties] in respect to the said real estate or the possession, use or occupancy thereof, and that the church, through its Trustees, lease to the seaboard Air Line a right of way through its property twenty-five (25) feet wide and one hundred and sixty-five (165) feet in length, running in a westerly direction, by a ten (10) degree curve to the right from the Northern boundary line of the seaboard Air Line right of way, for a period of two years from the 7th day of June, 1908 with the privilege of renewal at the expiration of the said term for an additional period of two years, the lessee yielding and paying rent therefor, the sum of ten dollars (\$10.00) per annum payable in advance.

All of which agreement, at a general meeting of the said religious congregation, held on the first day of February 1908, was confirmed and ratified by the said congregation and the Trustees of the said church authorized and directed, when properly qualified, to execute and deliver an instrument in writing setting forth an agreement of the parties.

Now, therefore, in accordance with the commands of the congregation, your petitioners ask leave to execute and deliver a deed of lease to the seaboard Air Line railway,

its receivers, officers or agents, setting forth the agreement above mentioned and renting the above described strip of land to the said Railway for the consideration herein named, and that this Honorable Court will cause to be entered such order as may be necessary and proper to effect the purpose herein above mentioned.

And your petitioners will ever pray, etc.

Littleton <sup>his</sup> Hurst  
Louis <sup>his</sup> Brown  
Leonard <sup>his</sup> Firez  
John <sup>his</sup> Turner  
Phillip M. Ridley  
Louis Henry Mayfield  
Louis Finkler

TRUSTEES.

Virginia, Southampton County, to-wit:-

This day Phillip M. Ridley one of the trustees of the Hickory Grove A. M. E. Zion church, appeared in person before me, W. H. Jenkins, a Justice of the Peace, in and for the county and state aforesaid, and made oath that the statements contained in the foregoing petition are true to the best of his knowledge and belief.

W. H. Jenkins J.P.

subscribed and sworn to before me this 19 day of October 1908.  
My term of office expires the 31 day of Dec, 1911

The following order having by clerical omission failed of entry on the order <sup>book</sup> as a file day it was approved and directed to be entered by the Court, namely, October 21st 1908. it is ordered that same be this day entered, nunc pro tunc.

~~IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA.~~

~~In vacation, October 21st, 1908.~~

In the matter of the religious congregation of Hickory Grove A. M. E. Zion Church, ex parte.

O R D E R:

This day came Littleton Hurst, Louis Brown, Louis Fiers, Ulius Turner, Phillip M. Ridley, Louis Henry Mayfield and Leonard Fiers, trustees of Hickory Grove A. M. E. Zion Church and presented their petition, which is herewith ordered filed,

And upon evidence being produced before the Judge of this court that it is the wish of the congregation mentioned in said petition to lease a part of the property of the said church as mentioned in the said petition, it is adjudged, ordered and decreed that the said Littleton Hurst, Louis Brown, Louis Fiers, Ulius Turner, Phillip M. Ridley, Louis Henry Mayfield and Leonard Fiers, trustees, as aforesaid, be and they are hereby authorized and directed to enter into an agreement with the receivers of the seaboard Air Line railway releasing the said railway from any and all claims, demands and causes of action arising under and by virtue of any understandings and agreements heretofore made or entered into between the parties in respect to the real estate of the said church or the possession, use or occupancy thereof and receiving from the said Railway, or its Receivers, the sum of One Hundred (\$100.00) Dollars in full discharge of such claims. And that said Trustees are hereby further authorized and directed to lease to the seaboard Air Line a right of way through the said church property twenty-five (25) feet wide and one hundred and sixty-

five (165) feet in length, running in a westerly direction by a ten (10) degree curve to the right from the Northern boundary line of the seaboard Air Line right of way for a period of two years from the 7th day of June, 1908, with the privilege of renewal at the expiration of said term for an additional period of two years, the lessee holding and paying rent therefor during the term after the rate of ten (\$10.00) dollars per annum, payable in advance.

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JUDGE.

to the clerk of the circuit court of southampton county, va.

*Moldes Solidymen*