1909 - 66 Sunflower County Chancery Little, Fannie L. Gdn Vs. Little, Fannie L. et al

To sell timber to help pay for infants schooling — Little, Fannie — Cauthen Lumber Co. — Little, F. Annie

Bill to

Lucas's Gdn

vs. { In Chancery

Bill to &c

1874 - 1st Act Rules
filed
& M.H.C.C.

Shands Bon

ATTORNEYS AT-LAW.

COURTLAND, VA.

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

To the Hon'b W Hill Judge of the
Circuit Court for Southampton Co. Va
In Chancery
Complaining Showeth unto your Hon.
your complainant Jamie L Little
Son of Jamie Little her daughter
an infant over 14 years old. that
her said ward is seized and
possessed of a tract of land in
Southampton Co Va containing three
hundred acres more or less and
known as the Low Ground Tract,
on which said lands there is
considerable Pine and Cypress
timber. that her said ward is
now in much need of money
to pay for her schooling and
maintenance. that the timber
will now sell for all it is
worth. in fact sell for better
now than some years hence. that
said being the case your com-
plainant had the said timber
on said land examined by
competent judges of such matters
and having obtained their opinion
of the value and market price
of the same she Thereupon by
a written Contract and agree-

ment dated Sept 11th 1894 duly signed, sealed and acknowledged by he and The Coulland Lumber Co a corporation and The Coulland Lumber Co sold all the pine and Cypress timber measuring fourteen inches and upward in diameter on the stump and which they claim that size during the period (which is eight years from date of said agreement) granted for its removal on the aforesaid land, to The Coulland Lumber Co for the sum of one thousand dollars one hundred and fifty dollars of which has already been paid to your complainant by the said Company and the further sum of fifty dollars is to be paid on or before June 1st 1895 and the remaining sum of $800 to be paid in equal instal= ments of $200 each respectively in one two three and four years from the date of said contract all of which will more fully appear from said contract & agreement here with filed marked exhibit "A" and

prayed to read as a part of this bill That the sale is a most advantageous one and your complainant most heartily asks the court to confirm and ratify the same and the said agreement and Contract Therefor That if said ward were dead your complainant would be her sole heir & distributee as will more fully appear from certified Copy of the will of Thos G Sitell herewith filed marked exhibit No 2 and prayed to be read as a part of this bill. That the rights of no one will be violated by confirmation of aforesaid sale In as much as your complainant is without remedy save in a court of equity where matters of this kind are properly cognizable She prays that Jamie G Sitell. The Loviland Lumber Company & Jamie Sitell may be made parties defendant to this bill & the infant Jamie Sitell may have a proper Guardian ad litem

appointed. who so well she may
be compelled to answer this bill
on oath, the other parties being also
compelled to answer the same
but on answer under oath
from them being hereby waived
That the court would direct
that the said contract of
sale of said timber be con-
firmed and ratified. That
all proper orders and decrees
be made & all inquiries directed
that such other further general
and special relief be granted
as to equity may seem meet
or the nature of the case
require. and your Complainant
hereby gives notice to all
interested parties that she
will ask the court to allow
her attorneys in this case
(Shands - Son) a reasonable
attorneys fee. and as in duty
bound your Complainant
will ever pray &c may it &c
please the court

Fannie L. Little

Shands Son. pq 3 Son of T. Annie. Little

Subscribed and sworn to this 20th
day of ~~April~~ 1894 in my County
& State by Fannie L. Little Gdn
of F. Annie. Little before me
J J Turner a Justice of the
Peace for Southampton Co Va.
John J, Turner J.P.

Southampton Circuit Court: Nov. 7th 1894.

Littles Gdn

vs } Decree.

Littles et als

This day this cause came on to be heard on the plaintiffs bill: the answer of Fannie L. Littles & the infant T Annie Little and of W.J. Sebrell her Gdn ad litem and general replication to said answers the said bill being taken as confessed as to The Courtland Lumber Company and on the exhibits filed with said bill and was argued by Counsel.

On consideration whereof the Court doth adjudge and decree that one of the Commissioners of this court inquire and report.

1st Whether it is to the interest of the infant T. Annie Little that the sale of her timber to The Courtland Lumber Co. as asked for in the plaintiffs bill and according to the contract therewith filed be confirmed.

2nd Whether the interest of any other party vouched be violated or not by confirmation of said sale.

The said Commissioner will also report the evidence upon which he bases his

conclusions, together with any other matters specially stated deemed pertinent by himself or which he may be required so to state by any interested party, and by consent of all adult parties given in open Court by their Counsel the Court consenting for the infant defendants ordered that the further hearing of this cause may be had in vacation.

A Copy

Teste: T. M. Howard. C.C.

We acknowledge legal service of the within Notice. This 14th day of November 1894

Fannie S. Little Gdn and in her own right
The Board and Lumber Co
By N. B. Rhands Son Their attys

W. D. Isbell,
Gdn. ad litem for F. Annie Little.

Little Gdn
v
Notice
Little
1894. Nov 17

Commissioner's Office,

~~Jerusalem~~ Courtland, Va., Nov 14" 1894

To Courtland Lumber Co-
Fannie L. Lillie and T. Annie Lillie,
an infant- by J. N. Debrell Jr- her
guar ad litem.

You are hereby notified that I have fixed upon the 14 day of November next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:

1st- Whether it is to the interest of the infant, T. Annie Lillie, that the sale of her timber to the Courtland Lumber Co. as asked for in the plaintiffs' bill- and according to the Contract therewith filed, be confirmed.

2"- Whether the interest of any other party would be protected by such Confirmation & sale.

With any other matter specially stated deemed pertinent by.

required to be taken by a decree of Southampton Circuit Court, rendered ~~at the~~ on the 7 of Nov ~~term~~, 189~~4~~, 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.

The evidence of John I. Turner. Wm. E. Applewhite taken by B.F. McLemore, Comr in Chancery of the Circuit Court of Southampton Co. to be used as evidence for the basis of a report, under a decree of said Court rendered at the day of November 1894 in the Cause of Tillie's Gd'n v Tillie'.

November 17. 1894.

The evidence of John I. Turner. being duly sworn;

Q. 1 State whether it is to the interest of the infant T. Annie Tillie. that the sale of her timber to the Courtland Lumber Co. for one thousand dollars, be confirmed - and if so, why?

A: I think it is to her interest that the sale be confirmed - I live in the adjoining farm, near the timber tract. and think the price agreed upon is all it is worth. and she need the money to complete her education. I do not think she can ever obtain a better price - the timber on all the adjoining tracts have been sold. and will soon be cut off and removed. and the amount of timber on this tract is not sufficient, within itself to induce mill men to purchase it.

Q 2d Whether the interest of any other party will be violated by such sale?

A: I think not. in the event of the death of the minor before she attains

her twenty first birth day or without marrying - her mother heirs her property - and her mother is a party to this suit and has signed the contract & deed of sale as Guardian. & is anxious that the sales be confirmed. I consider it a fair sale.

And further this deponent sayeth not.

X John S. Turner

The witness W. E. Applewhite - being duly sworn, deposeth as follows:

Q: 1 Do you know the parties to this suit, and the Timber in the bill mentioned?

A: I do.

Q: 2 Have you heard the evidence of Mr Jno. S. Turner - and if so, do you, or do you not corroborate what he has said?

A: I have heard Mr Turner's evidence, and agree with him, entirely.

And further this deponent sayeth not.

William E. Applewhite

C. W. Nicholson

Subscribed and sworn to before me this 17th day of November 1894.

B. F. McLemore

Clerk and Chancery

The foregoing interrogatories were agreed to by me.

W. J. Sebrell,
Per ad litem for J.
Annie Lewis.

Lillie Lon

v Report.

Lillo

1894. Nov 17. Filed

D. M. K. Clk.

Commissioner's Office.
Courtland, Va.
Nov 17. 1894.

To the Circuit Court of Southampton Co.

Pursuant to a decree of said Court entered on the day of November 1894. in the Cause of Lettie Howard &c. v. Little. the undersigned, one of the Commissioners of the said Court. reports to Court, that on the 14th day of November 1894. he issued Notices against the parties to the suit. Notifying them that on the 17th day of November 1894, at his Office in Courtland, he should proceed to make the enquiries required by the decree aforesaid. and report the result of said enquiries to Court., that legal service of said Notice has been acknowledged by Messrs Shands & Saw Attorneys for the Parties [illegible] and is herewith filed.

The Commissioner also caused Messrs Jno I. Turner and W.E. Applewhite to appear before him as witnesses. they being gentlemen of good judgment. living on adjoining farms. knowing the timber well - and being entirely disinterested. and from the depositions of said witnesses. which is filed herewith. (and to which

the attention of the Court is directed) the Commissioner is of opinion that it will be to the interest of the infant, J. Annie Lillie, for the sale of her timber to the Courtland Lumber Company, ~~to~~ at the price agreed upon - to be confirmed, that a thousand dollars is all the timber is worth. that the timber on the adjoining farms has been sold and will soon be cut and removed. which will make it difficult to sell this - as the quantity is too small to attract buyers. unless it is sold now, while other timber in the vicinity is being cut.

The Commissioner reports also, that the rights of no other party will be violated by such sale.

Respectfully Submitted.

B. F. McLaine

Court in Chancery.

Commissioner's fee

$5.00 Chg's Plaintiff

Exhibit
"No 2"

Will of Theo.
G Tittle

Laws directs.
Exr. R.B. Kinnee Esq.
Atty:
Date B. Jan 8th 1917.

I, Theophilus. G. Lillie of the County of Southampton & State of Virginia, being of sound mind and disposing memory do make this as my last Will and Testament in manner & in form following.

First— It is my wish and desire that all of my just debts shall be paid.

2nd— I give and devise to my wife Fannie L. Lillie one-third of all the real estate of which I may die seized, (except the lots which I own near Franklin, including in said third the Mansion house and curtilage, also one-half of all my personal estate to her and her heirs forever

3rd— I give to John B. Darden, minor son of Rufus E Darden and Martha R. Darden, my gold watch, without any condition.

4th— All the balance of my estate of every kind whatsoever, including the lots that I own near Franklin, I give and devise to my daughter Theodora Annie Lillie to her and her heirs forever, but shall she die before she is of lawful age or without marrying or before the death of her mother then that portion of my estate, real and personal hereby given & devised to her, I give and devise to my wife Fannie L. Lillie to

her and her heirs forever.
5th — I wish no division to be made of my real estate during the widowhood of my wife and the single or unmarried life of my daughter, but I wish my wife to retain the two thirds devised to my said daughter, paying a reasonable rent therefor to my said daughter.
6th — I hereby appoint my wife sole Executor to this my last Will and Testament, and request the Court in which she may qualify to require no security of her for the performance of the duties enjoined.
Witness my hand and seal this the fifteenth day of October A.D. Eighteen hundred and eighty-three.

Thos. J Little (Seal)

At a County Court held for the County of Southampton, on the 18th day of February 884. A Writing purporting to be the last Will and Testament of Thos. J. Little, dec'd. was produce in Court by Fannie L. Little, the Executrix therein named. And there being no subscribing witness thereto, C. B. Williams

and W. H. Briggs were sworn and severally deposed that they are well acquainted with the Testators hand-writing and verily believed the said writing and the name thereto subscribed to be wholly written by the Testator's own hand; Whereupon the said writing is ordered to be recorded as the true last Will and testament of the said Thos. G. Little dcd. And on motion of Fannie L. Little, the Executrix therein named, who made oath according to law, entered into and acknowledged a bond in the penalty of three thousand dollars, conditioned as the law directs (but without security, the Testator requesting that none should be required, and the Court requiring none) which bond is ordered to be recorded. Certificate is granted the said Fannie L. Little for obtaining a probat of the said Will in due form. And upon the further motion, V. K. Cobb, John I Turner and N. T. Jelks are hereby appointed appraisers, who being first duly qualified, will appraise the personal estate of the said decedent and return the same under their hands a the

The answer of Jamie Liell an infant
over 14 years old by W. J. Debell her
Guardian ad litem to a bill in
equity exhibited against said infant
& als in the Circuit Court for South-
ampton Co. Va by Jamie L. Liell &c.

This defendant for
answer to said bill & answering
says that he knows the parties to
this suit and properly therein named
and that he has carefully read the
statements made in said bill
and from such knowledge as he
has of the matter he is of the
opinion that the sale referred to
in said bill is a good one and
should be confirmed. But he
submits the interests of his ward
to the care of the court asking
that it would direct all proper
decrees to be entered and inquiries
to be made as may be necessary
to confirm the aforesaid sale &
to fully protect the interests of
his said ward. And having fully
answered he prays hence to be
dismissed with his cost &c

Signed W. J. Sebrell.
Gdn ad Litem for J. Annie Little

Shands Bon p.d

Subscribed and sworn to this 24th day of Sept 1894 in my county & State before me B. F. McLemore a commissioner in chancery for the circuit court for Southampton Co Va

B. F. McLemore
Comr In Chancery

Little
adrs } Answer Gdn ad Litem
Little's Gdn
1894 Oct 1 Filed
Wm. H. C. C.

Subscribed and sworn to this 20th day of Sept 1894 in my County & State by J. Annie Sills before me J. T. Turner a Justice of the Peace for Southampton Co Va

John T. Turner J.P.

Sills

Affs 3 Annie of J. Annie Sills
an infant over 14 years old
Sills Jon
1894 - Act 1 st filed
J.M. 26. L.C.

The answer of T. annie Little an infant over 14 years old to a bill in Equity exhibited against her & als in the Circuit Court of Southampton by Jannie L. Little Govr &c

This defendant for answer to the said bill says she is now nearly 16 years old. & that she has carefully read the aforesaid bill and that the statements therein contained are true. & that she has carefully thought over and examined into the matter and informed herself concerning the same and that she is fully convinced the scale referred to in said bill is a most excellent one and that she joins most heartily in asking the court to confirm the same. and having fully answered the prayer hereof to be dismissed with her costs

Signed T. Annie Little

Shands Son p.d.

The answer of Fannie L Sillé to a bill in Equity exhibited against her &c &c in the Circuit Court of Southampton Co'ty by Fannie L. Sillé Complt

This defendant for answer to the said bill answering says that she is the Guardian and mother of said Fannie Sillé and that if her said ward were dead she would be her sole heir and distributee That your respondent has read carefully the bill in this case and that she well knows all the facts in the case. that she is fully satisfied the sale of the said timber as mentioned ~~in the aforesaid~~ in the bill is a most advantageous one and should be by all means ratified. The proceeds devoted to paying for the schooling and Maintenance of her said ward. and that the rights of no one will be violated by the said sale and that she is heartily in favor of it and asks the Court by all means to confirm and ratify

the said sale and agreement therefor and having fully answered the prayer thereof to be dismissed with her cost &c

Signed Jannie L. Little

Shands Bmfd.

Subscribed and sworn to this 20th day of Sept 1894 in my county & State by Jannie L Little before me J I Turner a Justice of the peace for Southampton Co Va

John I Turner J.P.

Sept 20th 1894. Acct, & filed

Little

a dr 3 Answer of Jannie L

Little's Dr

Littles Ledm

Pr } Stat: Rules

Littles Levels

1" Cast Rules

Fannie L. Little
Guardian of T. Pltff.
Annie Little.
v.
Fannie L. Little.
The Courtland Lumber
Company, a Corporation
and T. Annie Little an Defts.
infant over 14 years
and by W. J. Sebrell her
Guardian ad litem.

1894. Sept 20. Precipe for 1st Act Rules

" 1st Act Rules. Precipe and Executed Bill
& Ex. filed. W. J. Sebrell Esqr Guardian
ad litem, answer of Guardian ad litem
filed, & gen. repl. Decree nisi.

" 2 Act Rules — Bill taken for Con-
fessed & cause set for
hearing.

In Chancery.

Fannie L. Little &c. vs.

L. } Agreement

The Louisiana Lumber Co.

Copy of Exhibit No. II

This agreement made and entered into between
Fannie L. Little Guardian of J. Annie Little
grantor and the Boardman Lumber Company
grantee. Witnesseth that the said grantor for
and in consideration of the sum of One thousand
dollars to be paid by the said grantee as
hereinafter stated. that is the sum of one hundred
and fifty dollars Cash the receipt of which is
hereby acknowledged by the said grantor and
the further sum of fifty dollars to be paid
to the said grantor by the said grantee on or before
Jany. 1st 1895 and the remaining sum of eight
hundred dollars to be divided into four equal
instalments of two hundred dollars each payable
respectively in one, two three and four years
from the date hereof with the understanding
that if said grantee begins to Cut and remove
said timber before said amounts are due as above,
said grantee is to pay all said purchase money
when it begins to Cut and remove the hereinafter
mentioned timber. the said grantor hereby grants
bargains sells and Conveys with general warranty
unto said grantee all the pine and Cypress timber
measuring fourteen inches in diameter and
upwards on the stump and which may attain
that size during the time herein given for its
removal on the following lands in Southampton
Co. Va belonging to her daughter J. Annie Little,
the tract known as the Low ground tract Bg
bounded on the North by the lands of W. B.
Simmons, on the West by Nottaway River, on
the South by the lands of Mrs Jeff Nicholson
& J. L. Cobb and on the East by the lands of

J. I. Travers. W. B. Simmons. Containing three hundred acres more or less and the said grantor hereby expressly stipulates and agrees that the said grantee shall have eight years from the date hereof in which to cut and remove the timber herein conveyed together with right of ingress & egress on said lands for said purpose together with a right of way for a tram road or railroad to be used in removing this timber and any other timber said grantee may have in this section, also right to cut and use free of charge sufficient small timber to construct and keep in repair said tram road or railroad while cutting and removing this timber, and right to construct stables and such other buildings &c. on said lands as said grantee may desire and right to remove whenever said grantee desires all buildings and other material put by said grantee on said land. The said deferred payments to bear interest from the date hereof till paid and the said grantor also agrees and stipulates to give the said grantee a clear right and title to the said timber and to pay all cost incurred in perfecting said sale by suit or otherwise. As witness the following signatures and seals this 11th day of September 1894.

Fannie L. Lillie Guardian of J. Annie Lillie (Seal)

The Boardland Lumber Co. W. T. Sears. Pres't & Genl. Mgr. (Seal)

Virginia

Southampton County to wit.

I. Wm Shands a Commissioner in Chancery for the

Circuit Court for Southampton Co. Va hereby
certify that Fannie L. Little Wdr. of T. Annie Little
and the Courtland Lumber Co. by W. T. Sears Treas. &
Genl. Mgr. appeared before me this day in my
County & State aforesaid and acknowledged the
aforesaid writing deed Sept. 11th 1894. Given under
my hand this 11th day of Sept. 1894.

Wm Shands
Comr. in Chancery

A Copy.

Teste: L. A. Gay C.C.C.

Little Gdn

vs 3 Subpa

Little et als

We hereby acknowledge
legal service of the
within Summons
Fannie L. Little
W. H. Bell, Gdn ad
litem for F. Annie Little

The Land and Lumber
Co by H. T. Sears
Pres't & Gen'l Mgr
Executed by on Sept 20
1894 receiving a copy
of the within Summons
on F annie Little
R. S. Williams deputy
for J. M. Williams Sh'ff.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON Fannie L. Little - The Courtland Lumber Company - a Corporation - and J. Annie Little, an infant over 14 years of age, by N. J. Sebrell her Guardian ad litem.

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 First Monday in October next, to answer a Bill in Chancery exhibited against them in our said Court by Fannie L. Little, Guardian of J. Annie Little.

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 20 day of September, 1894, in the 119th year of the Commonwealth.

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

Lillie's Son
vs 3 Decree
Lillie et al

This day this cause came on to be heard on the plaintiff's bill. the answer of Fannie L. Lillie the infant Fannie Lillie and of W. J. Sebell her Son ad litem and general replication to said answer the said bill being taken as confessed as to The Cowell and Lumber Company and on the exhibits filed with said bill and was argued by Counsel. on consideration whereof The court doth adjudge and decree that one of the Commissioners of this court inquire and report

1st whether it is to the interest of the infant Fannie Lillie that the sale of her timber to The Cowell Lumber Co as asked for in the plaintiff's bill and according to the contract therewith filed be confirmed

2nd whether the interest of any other party would be violated or not by confirmation of said sale

The said Commissioner will also report the evidence upon which he bases his conclusions. Together with any other matters specially stated deemed pertinent by himself or which he may be required so to state by any interested party and by consent of all adult parties given in open court by their counsel. The court consenting for the infant defendant ordered that the further hearing of this cause may be had in vacation

Given 2 Jun
Ex 31 D Draper
Given 12 Jun

6 Jun entered
Jun 7 1894

Ent. 681

Jun 3

Lillis Gov
vs } Decree
Lillis et als

This day this cause come on again to be heard on the papers formerly read and upon the report of Comr McLemore and depositions filed therewith to which no exceptions have been filed and was argued by counsel. On consideration whereof the court doth order and decree that the said report be confirmed and the court approving of the sale of the infants timber as stated in the plaintiffs bill and the contract of sale therewith filed. doth further adjudge order and decree that the said sale be confirmed and ratified and that the said purchaser - The Bowland Lumber Co be permitted if it so desires to withdraw from the papers in this cause the said original contract of sale filing in the papers in this cause a duly attested copy of said contract and have the same recorded. That the court approves and ratifies the payment already made by the

boom and Lumber Company to said J. Annie L. Sitell Son on account of said timber and further orders and decree that the said Guardian proceed to collect the residue of said purchase money as it becomes due according to said contract executing to the said purchaser the proper receipts therefor. And the court further orders and decrees that the said Guardian out of the amount already received by her as aforesaid proceed to pay all costs of this suit including an attorneys fee of thirty dollars to Messrs Shands & Son her attorneys in this cause. And the court doth further order and decree that the said J. Annie L. Sitell Son as she receives the aforesaid money according to the said contract shall duly render a statement thereof to the Commissioner of accounts to be reported in her Guardian account as Guardian of the said J. Annie. Sitell