

1910-003 Chancery Causes: Shaw Land and Timber Company vs B. P. Chapman & Co 36
Isle of Wight County + S. W. Brown

Other surnames: Gale,
Rumble, [Cumberland
Lumber Company], Blizzard,
Spratley, Franklin, Gray,
Thurston

shaw Land and Timber Company.

VS

B. P. Chapman et al.

Bill and Exhibits:

1st April rules 1908
Sum returned Executed on
all parties defendants.
Aus. of L H Brown filed.
Bill filed - Decree nisi.

2nd April rules 1908

Case set down for
hearing

H. H. RUMBLE
ATTORNEY AND COUNSELLOR AT LAW
NORFOLK, VA.

JEWELL & COMPANY, PHILADELPHIA

VIRGINIA,

In the Circuit Court of Isle of Wight County.

Shaw Land and Timber Company, *

a Corporation etc., *

*

vs

*

In Chancery.

*

B. P. Chapman. et al. *

To the Honorable R. E. Boykin,

Judge of said Court.

Your complainant, Shaw Land and Timber Company, a Corporation chartered and existing under the laws of the State of Iowa very respectfully represents:

(1) That heretofore to-wit, on the twenty second day of April, A. D. 1905, one B. P. Chapman was the owner of a certain tract of land with the improvements and the timber thereon, situated in the County of Surry, in the State of Virginia, bounded and described as follows; fifty (50) acres of land known as the Sam Spratley tract of land and bounded as follows; on the south and east by the lands of B. P. Chapman; on the west by W. P. Wilson & Co., on the north by Greenville Timber Co.,

(2) That on the day and year aforesaid to-wit, on the twenty second day of April A. D. 1905, by a certain contract in writing dated as aforesaid between the said B. P. Chapman of the first part and L. W. Brown who was then acting as agent for your complainant, party of the second part, the said B. P. Chapman the plaintiff through sold to the said L. W. Brown the said tract of land with all the improvements and the timber thereon, at and for the sum of Seven Hundred (\$700.) Dollars, of which the sum of Ten (\$10.) Dollars was then, to-wit, on the day and year aforesaid paid to the said B. P. Chapman in cash, and the balance Six Hundred and Ninety (\$690.) Dollars was to be paid in cash upon the approval of the title to the said property and the delivery of a good and sufficient deed with general warranty with full cove-

nants of title conveying the said property to the purchaser, the said agreement in writing is filed herewith marked Exhibit A, and asked to be read and taken as a part of this bill.

(3) Complainant shows to the Court that the said L. W. Brown in purchasing the said property and in making the said written agreement with reference thereto, was acting as agent of complainant, he being then regularly employed as such agent for the purchase of lands and timber for and on behalf of the complainant, and the said sum of Ten (\$10.) Dollars paid to the said B. P. Chapman as recited and acknowledged in said written agreement, was the money of the said complainant, and all acts done by the said L. W. Brown in connection with the purchase of the said land as herein alleged were done by him as agent of complainant and for and on behalf of the complainant by virtue of due authority theretofore conferred on him as such agent, and the said contract was in truth and in fact the contract of your complainant.

(4) By the terms of the aforesaid written agreement the said B. P. Chapman was to furnish and agreed to furnish to the said purchaser within thirty days from the date of said agreement an abstract of the title to said property and thereafter purchaser was to have a reasonable time in which to verify said abstract and examine said title. Complainant alleges that the said B. P. Chapman did not within thirty days from the date of said agreement nor in truth at any time furnish to complainant or to its said agent an abstract of the title to said property. On the contrary complainant and its said agent after waiting for more than thirty days for the said abstract afterwards, to-wit, some time in the month of May, 1905, caused the title to said property to be examined by Counsel for complainant without ever having had or received said abstract of title.

(5) On examining the title to the said tract of land, counsel for your complainant found that the deed conveying the said land to the said B.P. Chapman had been defectively acknowledged by some of the parties thereto, and also found that taxes on the said property had been allowed to become delinquent for one or more years and were at the time of the said examination still due and unpaid and constituted a lien upon the said land.

(6) Your complainant's said counsel on the second day of June, 1905 by a letter then addressed and mailed to the said B. P. Chapman to his proper Post Office address at Smithfield, Virginia, notified the said B. P. Chapman of the defect in the acknowledgment of the said deed and suggested that if practicable the said B. P. Chapman should have the parties to said deed re-acknowledge the same.

(7) The said B. P. Chapman acting upon the suggestion contained in the aforesaid letter, sent the said deed to New York where some of the parties thereto resided and had the same re-acknowledged. Afterwards, to-wit, on the eighth day of August, 1905, the said B. P. Chapman mailed the said deed as thus re-acknowledged to your complainant's counsel, H. M. Rumble, Esq., at Norfolk, Virginia. Your complainant's counsel after inspecting the said deed and finding that it had been properly acknowledged, mailed the same back to the said B. P. Chapman on August 9th, 1905, accompanied by a letter instructing the said B. P. Chapman to pay the delinquent taxes on the said property at the time when he should have the said deed re-recorded.

(8) Your complainant shows that it was its practice in purchasing lands as aforesaid to have the deeds therefor drawn by its said counsel. After your complainant's counsel had returned the said deed to said B. P. Chapman to be recorded he waited for a long period of time expecting to be advised by the said B. P. Chapman that said Chapman had had the said deed re-recorded and had paid the delinquent taxes on the said land

and was ready for settlement, but the said B. P. Chapman did not at any time notify your complainant's Counsel that he had perfected the title to said property as aforesaid. Complainant has since learned that the said B. P. Chapman, some time in the fall of the year 1905 spoke to one John S. Gale who had assisted complainant's agent in the purchase of said land, about the said transaction and asked when the complainant would be ready to settle. The matter, however, was in the hands of complainant's Counsel, who as above recited was waiting to be advised that the title to said property had been perfected as aforesaid, and the said John S. Gale knew nothing at all about the title to said property or the steps that had been taken to perfect the same, and had nothing to do with the legal aspects of said transaction, all of which was known to the said B. P. Chapman who also knew or should have known that it was necessary for him to advise your complainant's Counsel that the said title had been perfected as aforesaid.

(9) Your complainant after waiting for a considerable time for the said Chapman to advise complainant's said Counsel that said title had been perfected, concluded to wait no longer but to demand the conveyance of the said property in accordance with the said contract, and accordingly in the month of March 1906, had its said Counsel prepare a proper deed for the said property to be signed by the said B. P. Chapman and his wife, conveying the said property to the complainant with general warranty and full covenants in accordance with the said written contract. Your complainant in the month of March, 1906, caused the said deed to be presented to the said B. P. Chapman for execution by himself and wife, and then and there offered to settle for the said property in accordance with the said written agreement, and then and there offered to pay the said B. P. Chapman the said balance of Six Hundred and Ninety (\$690.) Dollars for the said land upon the

delivery of the said deed duly executed by the said B. P. Chapman and his wife, but the said Chapman then and there refused to perform his said contract and refused to execute and deliver the said deed unless complainant would pay to him a higher price for said land than that named in said contract.

(10) Complainant avers that it has been at all times since the making of the aforesaid written agreement and still is ready, willing and eager to perform its said contract on its part and to accept a good and sufficient deed for the said property whenever the said B. P. Chapman could make title thereto, and to pay the said balance of said purchase price to the said B. P. Chapman upon the delivery of a proper deed for said property in accordance with said written agreement; and prior to the refusal of the said Chapman to perform the said contract on his part had expended a large sum of money in connection with the said transaction in procuring the title to the said property to be examined, and otherwise, and through its said Counsel had aided the said Chapman in perfecting his said title to the said land, of all of which the said Chapman had notice. Complainant further avers that at no time prior to the presentation of the said deed to said Chapman for execution and delivery in March, 1906, had the said Chapman in any way notified the plaintiff or any person connected with the plaintiff, that he would not perform and keep the said contract. On the contrary, the said B. P. Chapman retained and still does retain the said sum of Ten (\$10.) Dollars paid to him on account of the purchase price of said land at the time said agreement in writing was made as recited therein, and complainant had no reason whatever to believe that said B. P. Chapman would refuse to perform the said contract until the said deed was presented to said Chapman for execution and delivery as aforesaid. At the time of said Chapman's refusal to execute and deliver said deed, and at divers times thereafter, the said Chapman was notified that the plaintiff insisted upon the performance of said contract and

had no thought of abandoning the same. Complainant did not at once institute a suit for the specific performance of the said written agreement because it did not regard the refusal of the said Chapman to perform said contract as final. The offer of the said Chapman then made to execute and deliver the said deed, provided the plaintiff would pay him a higher price for said property, coupled with the fact that the said Chapman retained the part of the purchase price of said property already paid by the complainant and never at any time so much as offered to return the same, led the plaintiff to believe that the said Chapman was merely playing for a higher price and would, when satisfied that the plaintiff would give no more for said property, finally perform and keep his said contract. Very recently, however, the plaintiff has become convinced that the said Chapman does not intend to perform his said contract. In the months of December 1907 and January 1908, your complainant through its said Counsel again made demand upon said B. P. Chapman that he perform and keep his said contract; but the said Chapman failed and refused and still does fail and refuse to perform and keep his said written agreement.

As hereinabove alleged, complainant is still ready and willing to perform the said agreement on its part and it here and now offers to bring into Court the said sum of Six Hundred and Ninety (\$690.) Dollars, the unpaid balance of said purchase price, and to pay and dispose of the same as this Court may direct.

Forasmuch therefore as your complainant is without remedy in the premises save in a Court of Equity where such matters are usually and alone cognizable, your complainant prays that the said B. P. Chapman, ^{F. O. Chapman, his wife} and the said L. W. Brown be made parties defendant to this bill and required to answer the same as fully and particularly in all respects as if the same were here repeated and they specially interrogated with reference

thereto, an answer under oath, however, being hereby expressly waived; that this Court will require and decree the specific performance of the said written agreement and will require and compel the said B. P. Chapman to accept from the complainant the said balance of said purchase money and to deliver to the complainant upon the receipt of said balance of said purchase money, a good and sufficient deed of general warranty with full covenants of title, conveying to the complainant the said tract of land with the improvements and the timber thereon as described in said written agreement; and that complainant may have all such other further and general relief in the premises as the nature of its case requires and to equity may seem meet. Let process issue.

And complainant will ever pray.

Shaw Land and Timber Company.

by

L. H. Brown

A. H. M. H. E.

p.q.

Shaw Land and Timber Company.

vs

B. P. Chapman et al.

Answer of L. W. Brown.

*Filed 1st Apr 1906
Test Johnson
& Co.*

H. H. RUMBLE
ATTORNEY AND COUNSELLOR AT LAW
NORFOLK, VA.

JEWELL & COMPANY, PHILADELPHIA

VIRGINIA,

In the Circuit Court of Isle of Wight County.

Shaw Land and Timber Company, *
a Corporation etc., *
vs *
B. P. Chapman et al. *

In Chancery.

The separate answer of L. W. Brown to the bill of complaint filed by Shaw Land and Timber Company, a Corporation etc., against him and others in the Circuit Court of Isle of Wight County.

This respondent reserving unto himself the benefit of all exceptions which may be had or taken to the said bill, nevertheless for answer thereto or to so much thereof as he is advised it is material he should answer, answering says, that he believes the allegations contained in said bill of complaint to be true and accordingly admits the same; that it is true as alleged in said bill that in purchasing the tract of land described in the written agreement filed as Exhibit A with said bill, and in making the said written agreement, this respondent acted solely as the agent of said complainant; that the money paid to defendant Chapman as recited in said written agreement was the money of said complainant; and the said contract was in truth and in fact the contract of complainant.

L. W. Brown p.d.

L. W. Brown

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Memorandum.

Shaw Land & Timber

Co.

St. J

G. O. Chapman

Filed June 1st 1908

Dist. Attorney

JAMES U. BURGESS,
ATTORNEY AT LAW,
POST OFFICE BUILDING,
SUFFOLK, VA.

ALVAN BUSHNELL CO., LAW STATIONERS, 342 MARKET ST., PHILADELPHIA, PA.

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Shaw Land and Timber Company, a corporation,...Complainant.

Vs.

B. P. Chapman.....Defendant.

DEMURRER.

The said defendant says that complainant's bill is not sufficient in law:

1st. Because the bill does not show a contract in which there is that mutuality in both obligation and remedy required by law to justify a Court of equity in decreeing the specific performance thereof in favor of complainant.

2nd. Because the bill shows that L. W. Brown in making the alleged contract with defendant concealed from him the fact that he was not acting for himself, but for an undisclosed principal, thereby inducing defendant to enter into the agreement under a misapprehension caused by the misrepresentations of the said L. W. Brown.

3rd. Because if any contract was executed between complainant and defendant that the complainant has been negligent and guilty of laches in performing its part of the contract.

James A. Burgess
p.d.

Shaw Trust & Insurance
Company
B - Assets
B. P. Chapman

Answer of B P Chapman
Filed July 15th 1908

Dist. Chapman

JAMES U. BURGESS,
ATTORNEY AT LAW,
POST OFFICE BUILDING,
SUFFOLK, VA.

Shaw Land & Timber Company, a corporation.....Complainant.

vs.....Answer.

B. P. Chapman et al.....Defendants.

The ~~separate~~ answer of F. O. Chapman to a bill of complaint filed against her and another in the Circuit Court of Isle of Wight County by the Shaw Land & Timber Company, complainant.

This respondent reserving to herself the benefit of all just exception to the said bill of complaint for answer thereto, or to so much thereof as she is advised that it is material she should answer, answers and says that she knows nothing of the allegations contained in complainant's bill; that she has never contracted ~~nor~~ agreed to sell the land in the bill and proceedings mentioned either to the Shaw Land & Timber Company or L. W. Brown; that no demand has been made on her; and that she is not liable to complainant.

And now having fully answered the complainant's bill, this respondent prays to be hence dismissed with her reasonable costs by her in this behalf expended.

F. O. Chapman

by
Secured.

H. H. Rogers
ad.

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Shaw Land Timber Co

vs {
B. P. Chapman & Co

Answer of B. P. Chapman

Filed July 29th 1908
Dist. of Columbia

Shaw Land Timber Co

Chapman & Co
B. P. Chapman

Shaw Land and Timber Company,
a corporation.....Complainant.
vs.....Answer.
B. P. Chapman.....Defendant.

The answer of B. P. Chapman to a bill of
complaint filed against him in the Circuit Court of
Isle of Wight County by the Shaw Land and Timber Company,
a corporation, complainant.

This respondent reserving to himself the
benefit of all just exceptions to the said bill of
complaint, for answer thereto, or to so much thereof
as he is advised that it is material he should answer,
answers and says:

(1) That it is true that on the 22nd day of
April, 1905, that your respondent was the owner of
the tract of land in the bill and proceedings mentioned.

(2) That it is not true that on the 22nd
day of April, 1905, that your respondent sold to com-
plainant, through its agent L. W. Brown, the said
tract of land. On the other hand your respondent
alleges that on the 22nd day of April, 1905, he made an
agreement with L. W. Brown, through his agent, John S.
Gale, to sell to him the said tract of land for the sum
of \$700.00, provided the same was done promptly and as
soon as possible after an examination of the title.
Said agreement in writing is filed with complainant's
bill marked Exhibit "A".

(3) This respondent does not admit that said L. W. Brown in offering to purchase said property was acting for complainant, or that he had authority to do so, and demands strict proof thereof.

(4) It is true that this respondent agreed to furnish the said L. W. Brown within thirty days from the date of said agreement an abstract of the title to the said land, which was not done. Your respondent's reason therefor being that on the second Tuesday in May, 1905, when he was preparing to have said abstract made, he was informed that Mr. H. H. Rumble, Counsel for L. W. Brown, was on that day examining the title to said land in the Clerk's Office of Surry County, and soon afterwards being informed that the said title had been examined and approved with some minor objections, hereinafter mentioned, concluded that it would be unnecessary to have the abstract made.

(5, 6 and 7) The allegations contained in paragraphs 5, 6 and 7 are true. And this respondent avers that all delinquent taxes were paid on the 14th day of July, 1905, as shown by the certificate of Mr. A. S. Edwards, Clerk, herewith filed marked "Exhibit 1" and made a part of this answer, and that the corrected deed was duly recorded on the 11th day of August, 1905, as shown by original deed herewith filed marked "Exhibit 2" and made a part of this answer. The delay in the reformation of said deed from the 2nd day of June, to the 8th day of August was due to the fact that the parties whose re-acknowledgments were required were non-residents of the state and it was impossible to secure said acknowledgments at an earlier date.

(8 and 9) This respondent alleges that he was ad-

vised by said John S. Gale that a deed conveying said land would be prepared by said H. H. Rumble and that after the recordation of the corrected deed and the payment of all of the delinquent taxes he waited from the 11th day of August, 1905, expecting daily to receive said deed, until some time in the month of September, when he notified said John S. Gale, with whom he made the agreement of sale, that he was ready to execute the said deed. And again in the month of October, 1905, he again approached the said John S. Gale and asked him why he did not bring him the deed to sign, to which said John S. Gale replied that that was 'Brown's business or Brown's affair and none of his'. This respondent alleges that he heard nothing more, either from said John S. Gale or said L. W. Brown, until march 1906, at which time the said J. S. Gale, with whom he had heretofore dealt, asked him if he would then sign a deed, but feeling that there had been an unreasonable and unnecessary delay in view of the fact that the value of timbered lands had greatly increased since he had offered to deliver the deed, this respondent demanded of said John S. Gale that he pay him the difference between the value of the land at the time he offered to deliver the deed and its present value, which the said John S. Gale declined to do, saying: "If you don't sign the deed as it is it is all right" and walked off. After that time this respondent heard nothing more from either said John S. Gale or L. W. Brown until fifteen months had elapsed when, in the month of June, 1907, a deed was sent to him for execution. During said period there had been great activity in the lumber markets and timber lands were in great demand and being readily sold for fancy prices. Sometime in the

spring of 1907, the value of lumber having fallen timbered lands greatly depreciated in value and this respondent concluded that in order to save himself from great loss it would be necessary for him to dispose of said land. This was especially true by reason of the fact that either the Cumberland Lumber Company or Shaw Land & Timber Company had purchased most of the timber in the vicinity of this land so that there was not sufficient timber unsold to justify the location of even a small mill for the cutting of this and surrounding timber, and therefore, this respondent would have been forced to sell, if at all, either to the Cumberland Lumber Company or the Shaw Land & Timber Company at any price that they might offer. Knowing this to be true this respondent sold the timber on said land (which constituted practically all of its value) to the Cumberland Lumber Company on the _____ day of April, 1907, for the same price that he had offered to dispose of the same to the said D. W. Brown as shown by deed herewith filed marked "exhibit 3" and made a part of this answer. . This respondent therefore avers that this sale was made for the protection of his interests and under the honest belief that the said D. W. Brown did not propose to carry out said agreement. That said sale was not made until after he had notified the said John S. Gale, with whom he had had all his dealings, in September and October, 1905, that he was ready to deliver the deed, and after he had been informed by said John S. Gale that if he did not choose to sign the deed as it was it was all right.

(10) This respondent denies that the complainant had been at all times ready and willing to perform its said contract and on the other hand alleges that he only disposed of the property after he had become convinced by the

words and actions of the said John S. Gale that the agreement of sale would not be carried out.

It is true that this respondent has never returned the \$10.00 paid on said agreement for the reason that complainant, or L. W. Brown, or whoever claims under the contract, is indebted to this respondent in a much greater sum, for besides the expenses incurred in carrying out the instructions and complying with the wishes of their counsel, this respondent is entitled to the use of the purchase price, to-wit: \$700.00 for two years, of which he was deprived by reason of the great delay on the part of the complainant.

All other allegations in said bill, except as herein particularly described, are denied and strict proof of the same is hereby called for.

And now having fully answered the complainant's bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.

D. P. Chapman -
by
C. J. [unclear]

J. H. Deergis p.d.

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU that you summon *B. P. Chapman, J. O. Chapman*
his wife, and L. H. Brown

to appear at the Clerk's office of the *Circuit* Court of the *County* of *Isle of Wight*
at the rules to be held for the said Court, on the *1st* Monday in *April* 1908,
to answer a bill in chancery, exhibited against *them* in our said court for
by Shaw Land & Timber Company, a Corporation char-
tered and existing under the laws of the State of Iowa

And have then there this writ. Witness *A. S. Johnson*
NATHANIEL E. YOUNG, Clerk of our said court, at
the court-house, the *18* day of *March* 1908, and in the *18* ~~13~~¹⁸ year of the Commonwealth.

Test, Johnson C. C.

1
Shaw Land & Timber Co
+c

vs.

}

SUBPOENA
IN
CHANCERY.

B.P. Chapman et al

H.H. Rumble p. q

To 1st April Rules,

Circuit Court.

1908
B 33119

Executed, th Mch. 19th 1908
by delivering a true copy
of the within process to B.P.
Chapman & F.O. Chapman
in person, in the County
of Isoufright
W.A. Edwards
Sheriff
of the County of Isoufright.

A copy for L. H. Brown

vs.

}

**SUBPOENA
IN
CHANCERY.**

p. 7

To..... Rules,

..... Court.

B 33119

Due and legal service of
the within process is hereby
accepted and acknowledged
this 20th March, 1908.

L. H. Brown

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU that you summon *B P Chapman, F O Chapman,*
his wife and L W Brown

to appear at the Clerk's office of the *Circuit* Court of the *County* of *Isle of Wight*
at the rules to be held for the said Court, on the *10th* Monday in *April* 1908,
to answer a bill in chancery, exhibited against *them* in our said court ~~for~~
by Shaw Lumber and Timber Company, a corporation char-
tered and existing under the laws of the State of Iowa

And have then there this writ. Witness *A S Johnson* NATHANIEL F. YOUNG, Clerk of our said court, at
the court-house, the *18* day of *March* 1908, and in the *12182nd*
year of the Commonwealth.

A copy

Dist. A S Johnson, CC

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Shaw Land and Timber Company.

vs

B. P. Chapman et al.

We consent to this decree.

M. P. Chapman p.q.

J. H. Burger p.d.

1908
June 1st
Enter this.

B. D. C.

C. O. B. No. 6, page 554.

VIRGINIA,

In the Circuit Court of Isle of Wight County.

Shaw Land and Timber Company,*
a Corporation etc. *

vs

* In Chancery.
*
*

B. P. Chapman et al. *

This day came the defendants, B. P. Chapman and F. O. Chapman by James U. Burges, their Attorney, and asked leave to file their demurrer to the complainant's bill, which leave being granted the Court on motion of the plaintiff doth require the grounds of said demurrer to be specifically stated therein, and thereupon said demurrer is accordingly filed.

By consent of all the parties hereby entered of record the Court doth ADJUDGE, ORDER and DECREE that this cause be and the same is hereby made a vacation cause and may be submitted to the Judge of this Court for such decision and decree therein in vacation as might be made in term.

VIRGINIA,

In the Circuit Court of Isle of Wight County.

Shaw Land and Timber Company, a *
corporation etc. *

vs. *

B.P. Chapman, et al. *

This cause came on this day to be ~~again~~ heard on the
papers formerly read, and it appearing to the Court that all mat-
ters involved in said cause have been fully compromised and set-
tled, the Court, with the consent of the parties doth ADJUDGE,
ORDER and DECREE, that said cause be and the same is hereby
dismissed from the docket without costs to either party.

Shaw Land Timber Co

to

Chapman real

We Consent to
this Deed
M. M. M. Co. pgs

James H. Rango

1910

Pl. 3

Enter

J. D. W.

C. O. B. 7 - Page 40

96

This Agreement, Made this 22.....day of April....., A. D. 1905,
between L. W. Brown B. P. Chapman party of the first part;
and B. P. Chapman L. W. Brown party of the second part;

WITNESSETH, That said party of the first part doth sell unto the party of the
second part, and said second party doth buy, that certain tract of land with all the im-
provements and timber thereon, situated in the county of ~~Surry~~ ~~known as the Sam~~
~~Star~~ in the State of Virginia, and bounded and described as follows:

Fifty acres of Land known as the
Sam Spratley tract of land, and
bounded as follows on the South and
East by the Lands of B. P. Chapman
on the West by W. P. Wilson & Co. on
the North by Greenville Timber Co.

At and for the price of Seven hundred.....dollars of which
the sum of Ten dollars.....dollars has this day been paid, the re-
ceipt thereof being hereby acknowledged; and the balance Six hundred
Twenty.....dollars, is to be paid in cash upon the approval of the title to said property
and delivery of a good and sufficient deed of general warranty with full covenants of
title, conveying said property to the purchaser. The party of the first part shall furn-
ish to the party of the second part within 30 days from the date hereof an abstract
of the title to said property; and thereafter the said party of the second part shall have
a reasonable time in which to verify said abstract and examine said title.

Witness the following signatures and seals.

Exhibit A.

..... (Seal)
B. P. Chapman (Seal)
L. W. Brown

Paid in full July 14 1905. p. 123
 Chapman: the firm
 Chapman
 Delinquent Tax
 1903
 1705
 1703
 1705
 074
 79
 05
 128
 187
 75
 \$2.03

Dear Sir,
 On 15 July 1904. you
 paid me all delinquent
 tax on this land then shown
 by the records of this office.
 At same time 1905 the abn
 tax of 1903 was received.
 The abn sum of \$2.03 leave
 up my books so far as this
 land is concerned.
 Respt.
 A. S. Corns all
 July 3 1905

Blizzard et als
To | B & S
Chapman B. P.

1904
Jan 27. Presented, and
with certificates a. r.
at nine o'clock a. m.
A. S. Edwards clk

Recorded D. B. No. 30
Page 70 and verified,
A. S. Edwards, Clerk

Fee
Tax
Transfer

1.20
.50
1.00
\$2.70

1905.
Aug 11. Presented and
with certificates a. r.
at 5 o'clock p. m.
A. S. Edwards, clk

Recorded, D. B. No. 30 -
Page 623, and verified,
A. S. Edwards, Clerk

Fee
\$1.50

T H I S D E E D, made this 21st., day of September in the year of our Lord 1901 by and between Parthena Elizzard and William Elizzard, her husband, both of the city of Newport News in the state of Virginia, Samuel Spratley and Mary, his wife, Adele Franklin and William, her husband, all of the city of New York in the state of New York, Joana Gray and William Gray, her husband, both of the town of Smithfield in the state of Virginia, and Lucy Thurston and Charles Thurston, her husband, of Middlesex County, Virginia, parties of the first part, being the heirs and children of Samuel Spratley., and B. P. Chapman of the town of Smithfield in the state of Virginia, party of the second part.

WITNESSETH:-That for and in consideration of the sum of One Hundred ^{Twenty Five} ~~and~~ Dollars, cash in hand paid at and before the signing and sealing of these presents, the receipt whereof is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents doth bargain, sell and convey, with General Warranty unto the said B. P. Chapman and his heirs and assigns, forever, all of that certain piece or parcel of land situate and being in the County of Surry in the state of Virginia and which is bounded and described as follows, to-wit:-Adjoining the lands of Robert Jones decd., W. T. Fergusson et als. It being a portion of the land bought by W. T. Fergusson from Albert Jones and containing by estimation 50 acres, be the same more or less. It being the same tract or parcel of land sold and conveyed to the said Samuel Spratley by W. T. Fergusson and wife by their deed bearing date on the 26th., day of June 1885 as evidenced by their Deed which is duly recorded in the Clerks Office of the County Court of Surry County in Deed Book No. 21 Page 455 to which said Deed reference is here and now made for a more particular description of the said land hereby conveyed.

And the said parties of the first part doth covenant and agree that

William L. Folk,
Attorney and Counsellor,
Smithfield, Va.

they are seised in fee simple of the aforesaid tract or parcel of land; That they have the right to convey the same to the said B.P. Chapman; That they have done no act to encumber the said land; That the grantee shall have quiet and peaceable possession of the said tract or parcel of land, and that they, the said parties of the first part, will execute such other and further assurances of said land as may be requisite to make the title of the said grantee thereto sure and complete forever.

Witness the following signatures and seals the day and year above written.

Samuel Slocum (SEAL) ✓
Harry E. Spratley (SEAL) ✓
Adelle Franklin (SEAL) ✓
William L. Franklin (SEAL) ✓
Lucy A. Thurston (SEAL) ✓
Charles Thurston (SEAL) ✓
Joana Gray (SEAL) ✓
William Gray (SEAL) ✓
Willie Blizzard (SEAL) ✓
Parthenia Blizzard (SEAL) ✓
W. H. Blizzard (SEAL) ✓

State of Virginia,

County of Isle of Wight, to-wit:

IX I, W. L. Folk a Notary Public in and for the County afore said in the state of Virginia do hereby certify that Joana Gray and Willie Gray whose names are signed to the above writing bearing date on the 21st., day of September 1903 have personally appeared before me and acknowledged the same in my said County.

Given under my hand this 21st., day of September 1903

W. L. Folk Notary Public
My Commission expires Oct., 19th., 1903

William L. Folk.
Attorney and Counsellor,
Smithfield, Va.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

I, THOMAS L. HAMILTON, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, that

W. E. Duffey
whose name is subscribed to the Certificate of Proof or Acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a COMMISSIONER OF DEEDS in and for The City of New York, dwelling in the said City, commissioned and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Commissioner, and verily believe that the signature to the said Certificate of Proof or Acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand, and affixed the Seal of the said Court and County, the

28th day of *September* 190*3*

Thos L Hamilton Clerk.

State of New York } ss:
County of New York }

On this 28th day of September
1903 before me personally appeared
Samuel Spratley, Adele Franklin, Mary
E. Spratley and William Franklin to me
known and known to me to be the
individuals herein and they severally
duly acknowledged to me that they
executed the foregoing instrument

W. E. Duffay
Commissioner of deeds
New York City



State of New York } ss:
County of New York }

Governor of the State of Virginia for the said State of New York, do hereby certify that
William Franklin and Samuel Spratley whose names are signed to the above writing
hereto annexed bearing date on the 21st day of September A.D. 1903 have personally
appeared before me this day and acknowledged the same before me in my said City,
County and State of New York.

In Witness Whereof I have hereunto set My Hand and affixed My
Official Seal this eighth day of July A.D. 1905.
Joseph B. Braman
COMMISSIONER of the State of Virginia
in and for the State of New York, resident in said City of New York.



William L. Folk,
Attorney and Counsel
Smithfield, Va.

BRAMAN LAW COMPANY,
LAWYERS, Passport Agents & Commissioners for EVERY State.
Offices. DAY, EQUITABLE BUILDING, 120 Broadway, New York City.
DAY & NIGHT, ALWAYS OPEN, 127 1/2

Virginia
County of Middlesex to-wit

I John Hardy a Notary Public in
and for the County and State aforesaid
do certify that Lucy A. Thurston and Charles
Thurston her husband whose names are signed
to the writ in writing bearing date 20th day of Sept.,
1903 have personally appeared before me in my
County aforesaid and acknowledged the
same to be their voluntary acts given under
my hand this 13 day of January 1904

John Hardy N. P.
My Comm. Expires Dec 6-1906

Virginia, City of Newport News to-wit:

I, J. Thomas Newsome, a Notary Public
for the City of Newport News, Virginia do hereby
certify that William Blizzard and Porthemia Blizzard
his wife, whose names are signed to
the writing above, bearing date 21st day of
Sept. 19 1904 have acknowledged the same
before me in my City aforesaid this 23rd day
Jan: 1904. My commission expires Nov. 29, 1906.

J. Thomas Newsome
Notary Public

William L. Folk,
Attorney and Counsellor,
Smithfield, Va.

Virginia: In Surry County Court Clerk's Office, January 27, 1904.

This deed was presented and with the certificate annexed
admitted to record at nine o'clock a. m.

Teste,

A. J. Edwards, Clerk.

State of New York,
County of New York. } ss.
City of New York. }
I, Joseph B. Braman, a
Commissioner appointed by the Governor of the State
of Virginia for the said State of New York,
do hereby Certify that Adele Franklin
wife of William Franklin, whose name is
signed to the writing hereto annexed bearing
date on the 21st day of September A.D. 1903, has
personally appeared before me this day and acknowl-
edged the same before me in my said City, County
and State of New York.

In Witness Whereof I have hereunto set My Hand and affixed My
Official Seal this first day of August A.D. 1905.
Joseph B. Braman
COMMISSIONER of the State of Virginia
in and for the State of New York, resident in said City of New York
BRAMAN LAW COMPANY,
LAWYERS, Passport Agents & Commissioners for EVERY State.
Offices. DAY, EQUITABLE BUILDING, 120 Broadway, New York City.
DAY & NIGHT, ALWAYS OPEN, 127 1/2

Virginia: In Surry Circuit Court Clerk's Office, Aug. 11, 1905.

This deed was presented, and with the certificates annexed,
admitted to record at five o'clock P. M.

Teste,

A. J. Edwards, Clerk.

T H I S D E E D, Made and entered into this sixteenth day of April, nineteen hundred and seven, by and between B. P. Chapman and Florence O. Chapman, his wife, parties of the first part, and the Cumberland Lumber Company, a corporation under the laws of the State of West Virginia, party of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the covenants and agreements of the party of the second part herein contained, and on its part to be kept and performed, and the sum of seven hundred dollars, to they cash in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, do hereby grant, and convey with general warranty unto the said party of the second part, its successors and assigns, all the timber and trees upon the following tract of land, lying and being in the County of Surry, in the State of Virginia, bounded and described as follows: being that tract known as the Sam Spratley tract, and containing fifty-five acres more or less, adjoining the lands of the Tunis Lumber Company, the Cumberland Lumber Company, Holdinger and others. Also the right of ingress to the said party of the second part, its successors and assigns, their agents and servants, with their teams, tools and appliances, over and upon said land; with free right of way for roads, tram roads and rail roads, over, through and across said lands, and the right to erect thereon mills, factories and buildings, or other fixtures deemed necessary or useful in conducting a lumber business, and the manufacture of timber trees into lumber, and carrying the same to market, and to remove at pleasure any such building, factory or fixture so placed upon said land, or any part thereof by the said party of the second part, its successors or assigns. Also a right of way over and across said land, of the ordinary width, on which to construct and operate a temporary or permanent railroad to be operated by the said party of the second part, its successors or assigns.

And in order to provide against damage by fire, the said party of the second part, its successors and assigns, shall have the right to burn off the trash, tree-laps, grass and other light substances, for a distance of fifty yards on each side of any railway track or right of way herein granted; provided, however, such burning must be done carefully and in such manner as to prevent any damage occurring from the spread of such fire on said land, and so as not to cause any unnecessary damage to said land, or to any building or trees standing thereon.

It is expressly understood and agreed between the parties that the said party of the second part, its successors and assigns, shall not cut or remove from said land any tree that does not measure as much as ten inches across the stump, outside measurement, at the time of cutting; but the said party of the second part, its successors and assigns, may cut, without limit, as to size, such logs or trees as may be required by them for the purpose of constructing maintaining and operating tram roads and railroads across said land, as herein provided for, or for opening or cleaning roads, and for other purposes connected with the cutting, manufacturing and removing the timber hereby conveyed, or any other timber now owned by them, or which they may hereafter acquire.

It is further understood and agreed, that the said party of the second part, its successors or assigns, shall have the full term of ten years from the date hereof, within which to cut and remove the timber from said land; and if at the expiration of said term of ten years, the said party of the second part, its successors or assign, may so desire, they shall be entitled to a further period not exceeding five years from the end of said first mentioned term within which to cut and remove said timber; and shall pay to the parties of the first part, their legal representatives or assigns, at the rate of forty-two dollars per year for each year during which they shall exercise said privilege, over and beyond

said term of ten years first above limited.

The parties of the first part covenant that they are seized in fee of the property hereby conveyed; that they have the right to convey the same to the said party of the second part; that they have done no act to encumber the same; that the said party of the second part shall have quiet possession of the said property, free from all encumbrances; and that they will execute such further assurances of the same as may be requisite.

It is further agreed that if any damage shall result to the parties of the first part, or their assigns, by reason of the carelessness or negligence of the party of the second part, its successors or assigns, in conducting said business, the whole matter shall be submitted to the arbitration of disinterested parties, one selected by each of the parties hereto, and upon the failure of the parties so selected to agree, they shall call in a third party, and their decision shall be final and binding upon the parties.

Witness the following signatures and seals.

B. P. Chapman (SEAL)

Florence O. Chapman (SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, M. F. Jordan, a Justice of the Peace for the County aforesaid, in the State of Virginia, do hereby certify that B. P. Chapman and Florence O. Chapman, whose names are signed to the writing above, bearing date the sixteenth day of April, nineteen hundred and seven, have each of them acknowledged the same before me in my County aforesaid.

Given under my hand this seventeenth day of April, nineteen hundred and seven.

M. F. Jordan,

Justice of the Peace.

Virginia: In Surry Circuit Court Clerk's Office, April 19, 1907.

This deed was presented, and with the certificate annexed,
admitted to record at one o'clock p. m.

Teste,

A. S. Edwards,

Clerk.

A Copy,

Teste:

A. S. Edwards. Clerk.

B. P. Chapman et ux.,

TO - - - - - / COPY DEED B.&S.

Cumberland Lumber Company.

Recorded in deed book number
thirty-one, at page five hun-
dred and twenty-six.....

Footnote \$1.00