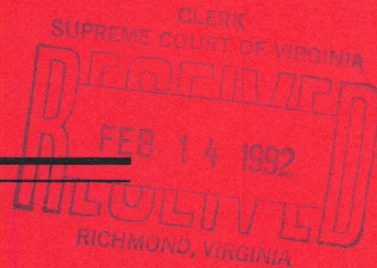


244V294



---

IN THE  
**Supreme Court of Virginia**

AT RICHMOND

RECORD NO. 911413

---

**EDWARD W. MAYNARD, et al.,**

*Appellants,*

v.

**H.F. HIBBLE,**

*Appellee.*

---

**JOINT APPENDIX**

---

Michael T. Soberick  
BUXTON, LASRIS, SOBERICK  
& VANNAN  
U.S. Route 17  
Post Office Box 976  
Hayes, Virginia 23072  
(804) 642-5050

C. Flipppo Hicks  
MARTIN, HICK & INGLES  
Post Office Box 708  
Gloucester, Virginia 23601  
(804) 693-2500

*Counsel for Appellants*

*Counsel for Appellee*



## TABLE OF CONTENTS

### Appendix Page

Bill of Complaint filed 4/7/88 . . . . .	1
Answer filed 6/20/88 . . . . .	4
Transcript of Trial Proceedings before the Honorable Russell M. Carneal on 6/7/91 . . . . .	7
Testimony of H.F. Hibble . . . . .	34
Testimony of Charles Stubblefield . . . . .	71
Testimony of Elizabeth Harwood . . . . .	80
Testimony of Ethel B. Mischue . . . . .	89
Testimony of Raymond Kellum . . . . .	92
Testimony of Harold W. Smith . . . . .	98
Testimony of Charles J. Kerns, Jr. . . . .	113
Testimony of Catesby G. Jones, Jr. . . . .	140
Testimony of Charles J. Kerns, Sr. . . . .	187
Testimony of H.F. Hibble . . . . .	205
Decree entered 6/7/91 . . . . .	254
Notice of Appeal filed 7/5/91 . . . . .	256
Assignment of Error . . . . .	258
<u>Exhibits</u>	
Plaintiff's No.:	
1- Tax Map* . . . . .	258a
2- 5/31/51 Deed . . . . .	259
3- 6/2/51 Deed . . . . .	261



Page 2

4- 2/22/64 Timber Deed . . . . .	263
5- Plat* . . . . .	265a
6- Affidavit . . . . .	266
7- Real Estate Tax Statement . . . . .	268
8- Land Record of Thomas Griffin . . . . .	269
9- Land Record of H.F. Hibble . . . . .	272
10- 5/17/21 Deed . . . . .	274
11- Diagram . . . . .	276
Defendant's No.:	
A- Plat* . . . . .	276a
B- Statement of Hylton Auction dated 6/25/82 . . . . .	277
C- Governor Deed . . . . .	278
D- 4/17/77 Deed . . . . .	279
E- Tax Record . . . . .	281
F- Escheat Deeds . . . . .	282
G- Chain of Title of Hibble . . . . .	310
H- Road Deeds . . . . .	320
I- Plat . . . . .	322

\* These exhibits are too large to be reasonably reproduced and can be located in the Clerk's office of the Supreme Court of Virginia



VIRGINIA: IN THE CIRCUIT COURT OF GLOUCESTER COUNTY

H. F. HIBBLE,

Plaintiff,

v.

CHANCERY NO. 4966  
4/7/88

EDWARD W. MAYNARD, IV,  
Route 5, Box 950  
Gloucester, Virginia 23061

and

HAROLD W. SMITH,  
~~Route 5, Box 950~~  
Gloucester, Virginia 23061

and

THOMAS GRIFFIN,  
Address Unknown, and Unknown  
Heirs at law of Thomas Griffin,  
Parties Unknown,

Defendants.

BILL OF COMPLAINT

To the Honorable Judge of said Court:

Your plaintiff respectfully represents as follows:

1. That on the 31st day of May, 1951, he purchased thirty (30) acres more or less of land from Mary Catherine Cooke Wilson. This deed is of record in the office of the Clerk, Circuit Court of Gloucester County, in Deed Book 91, Page 35. At the time he purchased the property it was located on both sides of State Highway leading from Clay Bank fork to Clay Bank. The property is shown on the tax maps of Gloucester County as Parcel 37-85 in two parcels; that on the 22nd day of February, 1964, he entered into a timber deed with S. R. Ashley and sold them the timber on



the portion containing approximately six (6) acres more or less, being bounded on the northwest by State Route 616, on the northeast by State Route 631, on the southeast by stream separating the land from other lands of Hibble and from the lands of Rosa Carter and the lands which Walter Leigh died seized and on the southwest by stream separating this property from lands of Seldon and other said timber was cut off the approximately six (6) acres or more. In the years 1968, 1969, 1970 and 1971 he sold shad net poles off of the property to Raymond Kellum and Edgar West for \$1.00 per pole. In the year 1987 he sold pulp wood off of said property to Mike Pointer, and he has posted the property on and off ever since he acquired the property 1951, and he has had exclusive and notorious use of the property.

2. That at the escheat sale held in Gloucester County, the defendants Edward W. Maynard, IV and Harold W. Smith each owning a one-half undivided interest as tenants in common acquired by a grant from the Governor of Virginia land described as 7.66 acres lying in the County of Gloucester, White Marsh, Gloucester Point Magisterial District, shown as tax map no. 37-82. That as a result of said deed, the said Edward W. Maynard, IV and Harold W. Smith claim that this deed is for land which is a portion of the land which your plaintiff acquired by deed dated the 31st of May, 1951 from Mary Catherine Cooke Wilson, unmarried, which was listed on the tax maps of Gloucester County as parcels 37-85, two pieces.

3. That your plaintiff has been familiar with the land ever since 1940. That your plaintiff has never seen any signs of any building or well or any signs of any habitation on the property; that your plaintiff



has checked with persons who lived in the neighborhood ever since the early 1900's and no known has ever known of a Thomas Griffin to have owned or lived on this property. After the escheat deed or escheat grant was put on record, the office of the Commissioner of Revenue of Gloucester County changed the tax map designation of part of the property which your plaintiff purchased from being parcel 37-85 to 37-82.

4. It is avered that your plaintiff has maintained exclusive, notorious, open, adverse possession and claim of title of the said property ever since May 31, 1951, and for more than 20 years.

WHEREFORE, your plaintiff respectfully requests an Order of Publication be issued against Thomas Griffin and the heirs at law and devisees of Thomas Griffin and made parties to the suit under the term of parties unknown; that process be served on the other defendants and that the Court finds as a matter of law that your plaintiff is the sole owner of said property in fee simple and title in said property is vested solely in your plaintiff, H. F. Hibble and that your plaintiff have such other relief as equity deem proper.

H. F. HIBBLE

By

Of Counsel

C. Flippo Hicks  
Martin, Hicks & Ingles, Ltd.  
P. O. Box 708  
Gloucester, Virginia 23061

MARTIN, HICKS & INGLES, Ltd.  
ATTORNEYS AT LAW  
GLOUCESTER, VIRGINIA 23061

FILED

County of Gloucester

In the Clerk's Office of the Circuit Court

7 day of April, 1988.

1988 APR -7 PM 3:19

Court Tax \$ 5.00  
Clerk's Office 40.00  
Gloucester, Virginia Sheriff 20.00  
Charles E. King, Jr. Clerk Total Paid \$ 65.00

Teste: Charles E. King, Jr., Clerk

\_\_\_\_\_, Clerk  
\_\_\_\_\_, D. C.

Receipt No. 1286



V I R G I N I A :

IN THE CIRCUIT COURT FOR THE COUNTY OF GLOUCESTER

H.E. HIBBLE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Chancery No. 4966
	)	
EDWARD W. MAYNARD, IV, ET AL.	)	
	)	
Defendants.	)	

ANSWER

COMES NOW Defendants, Edward W. Maynard, IV and Harold W. Smith, by counsel, and as for their Answer to Plaintiff's Bill of Complaint says as follows:

1. In response to Paragraph 1 of Plaintiff's Bill of Complaint, the court records of the Circuit Court of the County of Gloucester, Virginia and the tax records of said County speak for themselves with regard to the property allegedly conveyed to Plaintiff. As to the balance of the allegations set forth in said paragraph, Defendants, having insufficient knowledge of the said allegations, neither admit nor deny the same and call for strict proof thereof.

2. In response to Paragraph 2 of Plaintiff's Bill of Complaint, Defendants admit that they acquired land at an escheat sale by grant from the Commonwealth of Virginia, and state further that they deny said property, so acquired, is or ever has been part of any property acquired by Plaintiff as alleged. Defendants further state that the county records referenced speak for themselves.



3. In response to Paragraph 3 of Plaintiff's Bill of Complaint, Defendants neither admit nor deny the allegations regarding Plaintiff's alleged familiarity and knowledge concerning the property and alleged communications with persons in the neighborhood and alleged knowledge gained therefrom and call for strict proof thereof. As to the balance of the allegations contained therein, Defendants further state that the county records referenced speak for themselves.

4. In response to Paragraph 4 of Plaintiff's Bill of Complaint, Defendants deny the allegations as set forth therein.

5. Neither Plaintiff nor any person under whom Plaintiff claims was seized or possessed of the subject property or any part thereof within 15 years before commencement of this suit.

6. Defendants and those under whom he claims entered into and have been in actual, continuous, open, notorious, hostile, exclusive and adverse occupation and possession of the subject property, and further claim title under the chain of progression of deed through and including the grant or deed by the Commonwealth of Virginia unto them following the escheat sale, all adversely to the alleged title claimed by Plaintiff for more than 15 years.

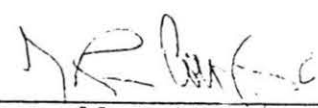
7. That no action was commenced by Plaintiff or anyone under whom he claims within 15 years from any alleged right to commence such an action accrued.

WHEREFORE, Defendants demand judgment in their favor and their costs in this behalf expended.

EDWARD W. MAYNARD, IV  
HAROLD W. SMITH

By

  
Counsel

  
\_\_\_\_\_  
G. Russell Cottingham, III  
P.O. Box 550  
Hayes, Virginia 23072

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of June, 1988, I hand-delivered a copy of the foregoing Answer to C.F. Hicks, Esquire at the law offices of C.F. Hick, Esquire, Martin, Hick and Ingles, Ltd., Gloucester, Virginia 23061.

  
\_\_\_\_\_  
G. Russell Cottingham, III



V I R G I N I A:  
IN THE CIRCUIT COURT FOR THE COUNTY OF GLOUCESTER

H. F. HIBBLE,

Plaintiff,

vs.

CHANCERY NO.  
4966

EDWARD W. MAYNARD, IV and HAROLD W. SMITH,  
and THOMAS GRIFFIN,

Defendants.

BEFORE: The Honorable Russell M. Carneal Judge  
DATE: Friday, June 7, 1991

-----oOo-----

APPEARANCES: C. FLIPPO HICKS, ESQ.  
Martin, Hicks and Ingles  
Courthouse Circle  
Gloucester, Virginia 23061  
Counsel on Behalf of the Plaintiff

MICHAEL T. SOBERICK, ESQ.  
Buxton, Lasris, Soberick & Vannan  
Abingdon Square, Route 17  
Suite 15  
Hayes, Virginia 23072  
Counsel on Behalf of the Defendants

Reported by: Jan M. Baldensperger, RPR

- - -

COPY

I N D E X

- - -

WITNESS

PAGE

H. F. HIBBLE

Direct Examination by Mr. Hicks.....	28
Cross-Examination by Mr. Soberick.....	44
Examination by The Court.....	63

CHARLES STUBBLEFIELD

Direct Examination by Mr. Hicks.....	65
Cross-examination by Mr. Soberick.....	67
Redirect Examination by Mr. Hicks.....	71

ELIZABETH HARWOOD

Direct Examination by Mr. Hicks.....	74
Cross-examination by Mr. Soberick.....	78
Redirect Examination by Mr. Hicks.....	81
Recross-examination by Mr. Soberick.....	82

ETHEL B. MISCHUE

Direct Examination by Mr. Hicks.....	83
Cross-examination by Mr. Soberick.....	85

RAYMOND KELLUM

Direct Examination by Mr. Hicks.....	86
Cross-examination by Mr. Soberick.....	89
Redirect Examination by Mr. Hicks.....	90

HAROLD W. SMITH

Direct Examination by Mr. Soberick.....	92
Cross-examination by Mr. Hicks.....	101

CHARLES J. KERNS, JR.

Direct Examination by Mr. Soberick.....	107
Cross-examination by Mr. Hicks.....	125
Redirect Examination by Mr. Soberick.....	131
Recross-examination by Mr. Hicks.....	132
Examination by The Court.....	132

CATESBY G. JONES, JR.

Direct Examination by Mr. Soberick.....	134
Cross-Examination by Mr. Hicks.....	155
Redirect Examination by Mr. Soberick.....	167
Recross-examination by Mr. Hicks.....	170
Examination by The Court.....	173
Further Recross-examination by Mr. Hicks.....	175
Further Redirect Examination by Mr. Soberick.....	177



I N D E X (Continued)

- - -

WITNESS

PAGE

CHARLES J. KERNS, SR.

Direct Examination by Mr. Soberick.....181

Cross-examination by Mr. Hicks.....191

Examination by The Court.....196

H. F. HIBBLE (Rebuttal)

Direct Examination by Mr. Hicks.....199

EXHIBITS

MARKED

RECEIVED

Plaintiff's Exhibit No. 1.....	4	4
Plaintiff's Exhibit No. 2.....	4	4
Plaintiff's Exhibit No. 3.....	4	4
Plaintiff's Exhibit No. 4.....	34	34
Plaintiff's Exhibit No. 5.....	40	40
Plaintiff's Exhibit No. 6.....	40	40
Plaintiff's Exhibit No. 7.....	43	43
Plaintiff's Exhibit No. 8.....	67	67
Plaintiff's Exhibit No. 9.....	67	67
Plaintiff's Exhibit No. 10.....	127	127
Plaintiff's Exhibit No. 11.....	170	170
Defendants' Exhibit A.....	4	4
Defendants' Exhibit B.....	4	4
Defendants' Exhibit C.....	4	4
Defendants' Exhibit D.....		
Defendants' Exhibit E.....	69	69
Defendants' Exhibit F.....	144	144
Defendants' Exhibit G.....	150	150
Defendants' Exhibit H.....	151	151
Defendants' Exhibit I.....	190	190

- - -

P R O C E E D I N G S

(Whereupon, the court reporter was previously sworn.)

THE COURT: By agreement of the parties, the Court has admitted into evidence as Plaintiff's Exhibit 1 a tax map indicating Section 37. As Plaintiff's Exhibit 2, a deed dated the 31st of May 1951, between Mary Wilson and H. F. Hibble. And No. 3, a deed of trust dated the 2nd day of June, 1951, between H. F. Hibble and Mary Lee Hibble and Catesby G. Jones, Trustee.

Also by agreement of the parties, the Court has admitted into evidence a plat indicating that it was recorded in Plat Book 20, page 438, containing 9.58 more or less, as Defendants' Exhibit A. The Court also admitted into evidence a statement from Hylton, H-y-l-t-o-n, Auction dated 25 June 1982, concerning 7.66 acres at White Marsh as Defendants' Exhibit B. And also, the Court has by agreement of the parties admitted into evidence as Defendants' Exhibit C what they call a Governor Deed, where Charles Robb, governor of Virginia, has conveyed to Edward W. Maynard certain interest in certain real estate. That's Defendants' Exhibit C.

(Whereupon, Plaintiff's Exhibit Nos. 1 through 3 were marked for identification purposes and received into evidence.)

(Whereupon, Defendants' Exhibits A through C were



1 marked for identification purposes and received into evidence.)

2

3 THE COURT: All right, gentlemen, is that it?  
4 See if we can get a jury. Call the jury.

5 MR. SOBERICK: Yes, Your Honor.

6 THE COURT: Is the plaintiff ready?

7 MR. HICKS: Yes, Your Honor.

8 THE COURT: Defendant ready?

9 MR. SOBERICK: Yes, Your Honor.

10 THE CLERK: Would the following jurors please  
11 come forward when your names are called, and you can have a  
12 seat on the first two rows. Dorothy Anderson. Paul Bauer.  
13 Errol Egolf. David Emerson. Thomas Haywood. Marian Henry.  
14 Jerome Hiza. Marilyn Jeffers. Benjamin Jones. Evelyn Minton.  
15 Dale Montague. Penny Parker. Francis Razinha.

16 Can I get all of you to stand, please, raise  
17 your right hand?

18 (Whereupon, the jury panel was sworn.)

19 THE COURT: Ladies and gentlemen, we are  
20 about to try a civil matter. It's a chancery matter, really,  
21 between Mr. H. F. Hibble, who is the plaintiff -- this is Mr.  
22 Hibble sitting over here by Mr. Hicks -- and the suit is  
23 against Edward W. Maynard, IV. I assume this is Mr. Maynard.

24 MR. SOBERICK: This is Mr. Smith, Your Honor.

25 THE COURT: Mr. Smith. Mr. Maynard is not

1 here. And Mr. Griffin is not here.

2 MR. SOBERICK: He's deceased.

3 THE COURT: This is a suit against Mr. Edward  
4 W. Maynard, Harold W. Smith, and Thomas Griffin, who I  
5 understand is deceased. It's a matter in which Mr. Hibble  
6 seeks to clarify or verify that he owns 7.6 acres of land more  
7 or less in Gloucester Point Magisterial District of Gloucester  
8 County, shown on Map 37-85A, which was formerly shown on the  
9 tax map.

10 Now, this is an issue out of chancery, ladies  
11 and gentlemen, and at the conclusion of the evidence and all of  
12 the instructions of the Court, you will be called upon to make  
13 the determination as to who is the legal owner of this 7.6  
14 acres of land. And basically what the pleadings consist of,  
15 apparently in 1951 Mr. Hibble purchased from one Mary Catherine  
16 Cooke Wilson some land, which is recorded. The deed is  
17 recorded in Deed Book 91, page 35. Apparently there was  
18 property on both sides of the road, which road was -- does it  
19 say which road it was?

20 MR. HICKS: 613, I think.

21 MR. SOBERICK: 616 and 631, Your Honor.

22 THE COURT: 616 and 631.

23 MR. SOBERICK: At the intersection of that.

24 THE COURT: Apparently during the years '68,  
25 '69, '70, and '71 he sold some timber off of the property for



1 shad net poles to Kellum and Edgar West. Then apparently there  
2 was an escheat sale, meaning that the property was sold at  
3 public auction for one reason or another, usually failure to  
4 pay taxes. Mr. Smith and Mr. Maynard obtained a half interest  
5 in 7.6 acres of land from the governor of Virginia, which said  
6 land was seated in the County of Gloucester, in White Marsh  
7 Magisterial District. And the deed, apparently, from the  
8 governor was a portion of land which -- alleged that the  
9 portion of the land is for which the plaintiff had acquired  
10 from Mrs. Cooke Wilson back in 1951.

11               Plaintiff has been familiar with the land  
12 since 1940, never saw any signs of anybody inheriting,  
13 inhabiting the property, any building signs, or whatever, going  
14 on on the property, or any use thereof by anyone in the  
15 neighborhood. Also alleged, that there's been no activity of  
16 any kind on the property since the early 1900s. That the  
17 escheat deed was put on record in the clerk's office, and the  
18 Commissioner of the Revenue of Gloucester County changed the  
19 tax map designation of this property from Parcel 37-85 to  
20 37-82. And it's further alleged by the plaintiff that the  
21 plaintiff has maintained exclusive, notorious, open, adverse  
22 possession, and claim of title to the said property ever since  
23 May 31, 1951, which is for more than 20 years.

24               Gentlemen, have I given them a -- if you want  
25 to add something, I'll permit you to do it. But that's

1 basically what it's all about.

2 I assume during the course of this trial --

3 MR. SOBERICK: Opening statements.

4 MR. HICKS: Opening statement, too.

5 THE COURT: -- witnesses and opening  
6 statements, they'll enlighten you a little bit more as to what  
7 they intend. Like I say, at the end of this, ladies and  
8 gentlemen, you will be asked to determine who is the legal  
9 owner of this 7.6 acres of land, whether Mr. Maynard is, or Mr.  
10 Smith, or Mr. Hibble. All right.

11 Are any of you ladies and gentlemen related  
12 by blood or marriage to H. F. Hibble?

13 JURY PANEL: No.

14 THE COURT: Related by blood or marriage to  
15 Harold W. Smith?

16 JURY PANEL: No.

17 THE COURT: Related by blood or marriage to  
18 Edward W. Maynard, IV?

19 JURY PANEL: No.

20 THE COURT: And were you related by blood or  
21 marriage to the late Thomas Griffin?

22 JURY PANEL: No.

23 THE COURT: Are there any other key people  
24 involved in this suit?

25 MR. SOBERICK: Some of the witnesses, Your

1 Honor. Mr. Edgar West --

2 MR. HICKS: He's not going to be here. Mr.

3 West is ill, so he won't be here.

4 MR. SOBERICK: How about Mr. Kellum?

5 MR. HICKS: Mr. Kellum is here.

6 MR. SOBERICK: What's his full name?

7 MR. HICKS: Raymond.

8 MR. SOBERICK: Raymond Kellum.

9 THE COURT: Raymond Kellum, are any of you

10 ladies and gentlemen related by blood or marriage?

11 JURY PANEL: No.

12 MR. SOBERICK: Elizabeth Harwood.

13 THE COURT: And Elizabeth Harwood.

14 JURY PANEL: No.

15 MR. SOBERICK: Ethel Mischue.

16 THE COURT: Ethel Mischue.

17 JURY PANEL: No.

18 MR. SOBERICK: That's all. That's the key

19 people.

20 THE COURT: Are any of you ladies and

21 gentlemen employees, employers, agents of, have any contractual

22 obligations with of any kind to any one of these people I've

23 just named?

24 JURY PANEL: No.

25 THE COURT: Do they work for you or you work



1 for them, or anything of that kind?

2 JURY PANEL: No.

3 THE COURT: Do you have any close social  
4 ties, activities with these people I've just named?

5 JURY PANEL: No.

6 THE COURT: Do you have any interest in the  
7 outcome of this case?

8 JURY PANEL: No.

9 THE COURT: Have you expressed or formed any  
10 opinion of this case?

11 JURY PANEL: No.

12 THE COURT: Are you sensitive of any bias or  
13 prejudice in this case?

14 JURY PANEL: No.

15 THE COURT: Do you know of any reason  
16 whatsoever why you should not give a fair and impartial trial  
17 to the parties in this case based solely on the law and the  
18 evidence?

19 JURY PANEL: No.

20 THE COURT: All right. Mr. Hicks, any  
21 relevant questions you wish to ask the jury?

22 MR. HICKS: Yes, sir, Your Honor. Whether  
23 any of the parties hereto have used Mr. Catesby G. Jones, who  
24 is an expert witness for the defendants, in the examination of  
25 title to property.

1 THE COURT: Have any of you ladies and  
2 gentlemen used Mr. Catesby G. Jones, who is a practicing lawyer  
3 here in Gloucester, as an expert witness or for any property  
4 matter?

5 MR. HICKS: Property matter, yes, sir. And  
6 also, whether they've used Mr. Charles Kerns as a surveyor on  
7 any property matter.

8 THE COURT: Have you used Mr. Charles --  
9 Curran?

10 MR. HICKS: Kerns.

11 THE COURT: -- Kerns as a surveyor, land  
12 surveyor?

13 MR. HICKS: Mr. Haywood.

14 THE COURT: Mr. Haywood, have you used him,  
15 sir?

16 MR. HAYWOOD: Yeah, he done some property for  
17 me.

18 MR. HICKS: How long ago?

19 MR. HAYWOOD: Five years?

20 THE COURT: Well, I'll let you follow-up on  
21 that at the proper time.

22 Anyone else?

23 Anything further, Mr. Hicks?

24 MR. HICKS: No, sir.

25 THE COURT: All right. Mr. --

1 MR. SOBERICK: I just want to ask one  
2 question. Anybody presently being represented by the law firm  
3 of Martin, Hicks and Ingles, or have you in the past been  
4 represented by anybody in the firm?

5 MR. EGOLF: Yes, sir.

6 THE COURT: State your name, sir, please.

7 MR. EGOLF: My name is Errol Egolf. I had a  
8 will done by Mr. Hicks.

9 MR. SOBERICK: And when was --

10 MR. EGOLF: A will done, I think it was  
11 November. And I was also a witness in a case that he had back  
12 in, I think it was September or October somewhere.

13 MR. SOBERICK: Were you a witness for him or --

14 MR. EGOLF: For him, yes, sir.

15 MR. SOBERICK: Okay.

16 THE COURT: Anyone else? Same is true: Has  
17 anybody been represented by him?

18 MR. HICKS: By Mr. Soberick.

19 MR. HICKS: Ms. Minton.

20 THE COURT: What's your name, ma'am?

21 MS. MINTON: Evelyn Minton.

22 THE COURT: How did he represent you?

23 MS. MINTON: My divorce.

24 MR. SOBERICK: Your Honor, I represent to the  
25 Court that I did her divorce, and the decree was entered this



1 morning at 9:00.

2 THE COURT: Anybody else?

3 Any other relevant questions, gentlemen, to  
4 the jury?

5 (No response.)

6 THE COURT: No. All right.

7 (Whereupon, striking of the jury panel occurred.)

8 THE CLERK: Will the following jurors please  
9 step aside? Dorothy Anderson. Paul Bauer. Errol Egolf.  
10 Jerome Hiza. Marilyn Jeffers. Evelyn Minton.

11 THE COURT: Have a seat temporarily back  
12 where you were, ladies and gentlemen.

13 Would the rest of you folks come on up and  
14 have seats up here?

15 Would you swear them, please?

16 THE CLERK: Stand, please, and raise your  
17 right hands.

18 (Whereupon, the jury was sworn.)

19 THE COURT: Now, you ladies and gentlemen who  
20 were called to jury duty and not called up here and those of  
21 you who were called and excused will please report upstairs to  
22 the Circuit Court.

23 Gentlemen, call your witnesses, please, that  
24 you expect to testify.

25 (Whereupon, the witnesses were sworn.)

1 THE COURT: Motion to separate?

2 MR. SOBERICK: Yes, Your Honor.

3 THE COURT: All right, except for Mr. Smith  
4 and Mr. Hibble, would the rest of you ladies and gentlemen  
5 please leave the hearing of the Court with the sheriff, please?

6 MR. HICKS: Your Honor, I would ask if Mr.  
7 Stubblefield, the Commissioner of Revenue, if he could go back  
8 in his office, which is up on the next floor.

9 THE COURT: Do you have any problem with  
10 that, Mr. Soberick?

11 MR. SOBERICK: No, Your Honor, I don't.

12 THE COURT: All right. Mr. Hicks, would you  
13 look about the courtroom, sir, and see if there is anyone  
14 present that you expect to call as a witness on behalf of the  
15 plaintiff?

16 MR. HICKS: No, Your Honor.

17 THE COURT: Mr. Soberick, would you do  
18 likewise?

19 MR. SOBERICK: Yes, Your Honor. There's no  
20 one.

21 THE COURT: Now, ladies and gentlemen of the  
22 jury, I know that some of you have sat as jurors before and  
23 perhaps some of you have not. It's my policy at the beginning  
24 of each one of these cases to give certain instructions as to  
25 the duties and responsibilities of jurors, as well as to the

1 procedure that is followed in a case of this kind.

2 The case will proceed in the following order.

3 The plaintiff may make an opening statement to you outlining

4 his case. The defendant may also make an opening statement.

5 Neither party is required to do this. The plaintiff will first

6 introduce evidence. At the conclusion of the plaintiff's

7 evidence, the defendant has the right to introduce evidence.

8 And at the conclusion of that, rebuttal evidence may be

9 introduced. At the conclusion of all the evidence, further

10 instructions will be given you, after which you will select a

11 foreman -- I beg your pardon -- further instructions will be

12 given to you, after which the attorneys will make their closing

13 arguments. Then you will select a foreman and deliberate and

14 arrive at your verdict.

15 Now, ladies and gentlemen, faithful

16 performance by you of your duties is vital to the

17 administration of justice. You must not be influenced in any

18 degree by any personal feelings or sympathy for or prejudice

19 against any party to this suit, for each party is entitled to

20 the same fair and impartial consideration. The law applicable

21 to this suit is given to you in these instructions and in other

22 instructions that you will receive at the close of all the

23 evidence in the case, and it's your duty, ladies and gentlemen,

24 to follow all such instructions. It's your duty to determine

25 the facts and to determine them from the evidence and the



1 reasonable inferences arising from such evidence. And in so  
2 doing, you must not indulge in guesswork or speculation.

3 Now, the evidence which you ought to consider  
4 consists of the testimony of witnesses and the exhibits, if  
5 any, admitted in evidence. The term "witness" means anyone who  
6 testifies in person. Now, the admission of evidence in Court  
7 is governed by rules of law. From time to time it may be the  
8 duty of the attorney to make objections and my duty as judge to  
9 rule on these objections as to whether you may consider certain  
10 evidence. You must not concern yourself with the objections or  
11 the Court's reason for these rules. You must not consider  
12 evidence to which the Court has sustained an objection or which  
13 has been ordered stricken from the record.

14 Now, ladies and gentlemen, opening statements  
15 and closing arguments of the attorneys are intended to help you  
16 in understanding the evidence and in applying the law, but they  
17 are not evidence. I will repeat that to you. What Mr. Hicks  
18 says to you today or what Mr. Soberick says to you today is not  
19 to be considered by you as evidence in this case. The evidence  
20 you will consider will come from the witnesses who sit here and  
21 tell you what they saw, what they know, and what they heard,  
22 plus whatever documents that may be introduced into evidence.

23 Now, no statement or ruling or remark which I  
24 may make during the course of the trial is intended to indicate  
25 my opinion as to what the facts are. In this determination,

1 you alone must decide upon the believability of the evidence  
2 and its weight and value. And in considering the weight and  
3 value of the testimony of any witness, you may take into  
4 consideration the appearance, attitude and behavior of the  
5 witness, the interest of the witness in the outcome of the  
6 suit, the relation of the witness to any parties to the suit,  
7 the inclination of the witness to speak truthfully, or to the  
8 probability or improbability of the witness' statements, and  
9 all other facts and circumstances in evidence. Thus, you may  
10 give the testimony of any witness just such weight and value as  
11 you believe the testimony of such witness is entitled to  
12 receive.

13                   Until the case is submitted to you for your  
14 deliberation, you must not discuss the case with anyone or  
15 remain within hearing of anyone discussing it. After the case  
16 has been submitted to you, you must discuss the case only in  
17 the jury room when all members of the jury are present. You  
18 must keep an open mind. You shall not decide any issue in this  
19 case until the case is submitted to you for your deliberation  
20 under the instructions of the Court.

21                   One last thing, ladies and gentlemen. Some  
22 people have a tendency to speak very softly when they testify.  
23 If at any time you cannot hear what any witness is saying,  
24 please let me know by speaking out or raising your hand,  
25 because, of course, it's very important that you hear all the

1 testimony in the case.

2 Mr. Hicks, you may make an opening statement.

3 MR. HICKS: Thank you, Your Honor. May it  
4 please the Court and ladies and gentlemen of the jury. As most  
5 of you know, I'm C. F. Hicks. I practice right across the  
6 street. We have a fairly unusual case today. It's a case  
7 involving real estate. I represent Mr. H. F. Hibble, who is a  
8 native of Middlesex County but came to Gloucester around 19 --  
9 in the late '30s, around 1940, and bought a home and lives down  
10 in what we call -- near -- between Gloucester and Clay Bank.

11 In 1951 he purchased property from a Mary  
12 Catherine Cooke Wilson, who was the daughter and heir of Joseph  
13 C. Cooke. He purchased by deed, which has already been  
14 introduced into evidence as our Exhibit No. 2, he purchased 30  
15 acres. And that deed, which you will have before you,  
16 describes that land as being -- as to how it's bounded. And  
17 one of the important things that we ask you to consider as you  
18 hear this testimony is how it was bounded on the south, because  
19 you'll see that the property, we're claiming it's still bounded  
20 on the south.

21 Now, when he purchased this property there  
22 was some open land, and then there's a road, 631, that goes  
23 through, and on the other side of 631 it was timberland and  
24 some small pines. He purchased it in 1951, and he'll show you  
25 -- he also at that time borrowed money. There's a deed of



1 trust where he borrowed money from the Bank of Gloucester.

2 It's interesting that the trustee was Catesby G. Jones, who is  
3 a gentleman who's the father of Mr. Catesby Jones, who is going  
4 to be testifying here for the defendants in this case, was a  
5 lawyer and the trustee for the bank Mr. Hibble borrowed the  
6 money to buy this property.

7 In 1964 Mr. Hibble sold the timber off of  
8 this property, not the young pines, but the mature timber off  
9 this property, and he will show you a timber deed to a Mr.  
10 Ashley. It's interesting in that transaction, Mr. Catesby G.  
11 Jones, Jr., the gentleman who is going to be a witness for the  
12 defendant here, prepared that -- prepared that contract as a  
13 lawyer for Mr. Ashley when he purchased timber from Mr. Hibble.

14 Mr. Hibble, later in 1968, '69, '70 and '71  
15 sold some -- every year sold pound net poles off of this  
16 property to Mr. Raymond Kellum and Mr. Edgar West. Mr. Raymond  
17 Kellum is here, and he will be testifying as a witness. Also  
18 later on, we're not sure the exact year but sometime in the  
19 '70s, there was an ice storm, and some of the young pines were  
20 broken down by the ice storm, and Mr. Hibble will testify that  
21 he sold pulp wood out at that time to a Mr. Mike Pointer. And  
22 all down through these years he's the only person that he's  
23 ever seen taking any control or anything over this property and  
24 that he was the one that people would come to to get permission  
25 when they wanted to hunt on the property. Occasionally posted

1 no trespassing signs, but most of the time he didn't. And that  
2 he's been paying taxes on 30 acres from 1951 to the present.  
3 That the total land that he has, according to what he feels he  
4 owns, comes to 30.6 acres by survey.

5           There was a man, Thomas Griffin, there's no  
6 question, that owned property in the area, who died sometime  
7 shortly after the turn of the century. In 19 -- in the early  
8 1980s, the State of Virginia set up what we call an escheat  
9 process whereby properties that taxes hadn't been paid on for  
10 more than 20 years, there's a process where it's escheated to  
11 the State. You will see from the tax map and you'll hear the  
12 testimony of the Commissioner of Revenue that at the time the  
13 escheat process was initiated and at the time -- and Hibble  
14 will testify at the time he purchased the property he looked at  
15 the tax map, and the tax map showed Parcel 85, which was his,  
16 as being two parts: one part here, and the other part this  
17 piece on the road, on the other side of the road. And this  
18 piece on the other side of the road is what's in contention  
19 now. But together they make up the 30 acres. You take this  
20 half, it's only like 21 acres over here.

21           At the time that the escheat process was  
22 started, Mr. Thomas Griffin was listed on the tax map as owning  
23 Parcel 82. At the time of the escheat sale, I don't think  
24 there's any question that Parcel 82 probably was not the  
25 parcel, and Thomas Griffin's parcel was sold, and Mr. Maynard

1 and Mr. Smith bought it at an escheat sale, public auction, as  
2 unknown. But later Mr. Maynard and Mr. Smith got a grant from  
3 the governor, it's the same as a deed, and it called for 7.66  
4 acres and said Tax Map Parcel 37-82.

5 About a year after the escheat sale, Mr.  
6 Maynard and Mr. Griffin had Mr. Charles Kerns do research in  
7 the clerk's office, and Mr. Kerns surveyed this part of 85,  
8 which is across the road from the main portion, and had Maynard  
9 and Smith put a plat on record. And at that time in the  
10 Commissioner of Revenue's office they changed this from 85 to  
11 85-A. But the whole issue is who owns this parcel which was  
12 part of 85 and which is now known as 85-A. Whether it's Mr.  
13 Hibble, who got a deed in 1951, and what he did, or whether  
14 it's Mr. Maynard and Mr. Smith, who received a grant from the  
15 governor.

16 And all I ask you is that after you hear all  
17 the evidence from both sides -- and as His Honor has told you,  
18 nothing I say is evidence. I will try to bring out through my  
19 witnesses what I think is pertinent to our claim, and Mr.  
20 Soberick will try to bring out through his witnesses what he  
21 feels is pertinent to his claim. And then the Court will  
22 instruct you, give you the instructions, and we will argue. I  
23 ask at that time, when you return to your jury room, that you  
24 make the decision which you yourself feel is fair, the decision  
25 which you yourself feel is one that you can go home and live



1 with, and that's all I can ask you to do as a jury. Thank you.

2 THE COURT: Mr. Soberick.

3 MR. SOBERICK: Thank you. Your Honor,  
4 members of the jury, as Mr. Hicks told you, my name is Mike  
5 Soberick. I represent Harold Smith. Just at the outset, let  
6 me just clarify. The lawsuit was styled Mr. Hibble versus  
7 Maynard, Smith, and Thomas Griffin. Since this controversy  
8 started in 1982, when Mr. Maynard and Mr. Smith bought it, Mr.  
9 Smith has now purchased Mr. Maynard's one-half interest. They  
10 both had a half interest. So the person with the sole interest  
11 in this property now is Harold Smith. Thomas Griffin was  
12 identified as a defendant in the lawsuit simply because Mr.  
13 Smith purchased the property which was identified as the Thomas  
14 Griffin Estate at the escheat sale.

15 Now, the property that we're dealing with in  
16 this case -- and I really will tell you this. There will be a  
17 lot of documents, and it might get too difficult to understand.  
18 This is the piece of property we're talking about, Mr. Hicks  
19 and I have both agreed, and it actually contains 9.58 acres. I  
20 don't think the acreage is all that critical simply because we  
21 both agree this is the survey and this is the property that  
22 we're talking about. Who owns this piece of property? Mr.  
23 Hibble owns the piece up here, and the property to the south is  
24 Selden. The property to the east is the Woodberry Real Estate  
25 Trust. The question is who owns this 9.58 acres of land.

1                   When you establish -- when you determine  
2 ownership of land, it's customary to do what they call a title  
3 examination and to run the chain of title to find out who  
4 bought what from what and run it down the -- you know, when the  
5 property was first conveyed, who sold it to whom when, when did  
6 he sell it to this person, when did he sell it to this person.  
7 What has happened in Mr. Hibble's title is that he purchased,  
8 as the deed shows, from Mr. Cooke. And he says in this deed  
9 that he's bounded on the south by James Selden. But what's  
10 interesting is that when Mr. Cooke acquired the property, he  
11 acquired it from a man by the name of Stubblefield, and  
12 Stubblefield's deed into Cooke, who then sold to Hibble, says  
13 it's bounded on the south by the Thomas Griffin Estate. And  
14 this land is the Thomas Griffin Estate. This is the Selden  
15 property. Cooke can't sell any more than he got. He got land  
16 bounded on the south by the Thomas Griffin Estate.

17                   Our evidence will be, and it will come from  
18 Mr. Kerns and from Catesby Jones, that this land is the Thomas  
19 Griffin Estate, and there was an error in Mr. Hibble's deed  
20 identifying the southern boundary. They skipped over this.  
21 And that might be reasonable because it's a fairly narrow tract  
22 at this portion. But they skipped over it and said bounded on  
23 the south by Selden. That's why he claims he owns to the  
24 Selden property. That's what our expert, Catesby Jones, will  
25 testify to. They don't have an expert witness who's going to

1 identify the chain of title. We have an expert witness, Mr.  
2 Jones, who is a lawyer in the county, who has examined  
3 thousands of titles, probably. He's going to testify that the  
4 Hibble tract never included this property, the Hibble chain of  
5 title should not have this property in it. That Hibble's deed  
6 has got an erroneous description. And that's where we're all  
7 caught up on, is the southern boundary.

8               Mr. Charles Kerns -- when Mr. Smith bought  
9 the property he went and had Mr. Kerns do a survey. Mr. Kerns  
10 said, I'll do a survey after you have the title examined. They  
11 went and got Mr. Jones. Mr. Kerns, both senior and junior,  
12 will testify that they identified and they located this  
13 property as being the Thomas Griffin property.

14               One other thing that's interesting. As I  
15 said, Stubblefield sold to Cooke, Cooke sold to Hibble. In  
16 Griffin's deed it says bounded on the north by Stubblefield.  
17 So those properties are right next to each other. There is no  
18 mention of Selden. The properties were right next to each  
19 other, the Griffin Estate and the Hibble Estate. That's what  
20 our expert's going to testify to.

21               They're not going to have an expert to say  
22 that this is in Hibble's chain of title because there's no  
23 expert who will say that that's how they acquired the property.  
24 They're also going to try to convince you, and the evidence  
25 will be, that they are -- well, if we don't have it by legal



1 title in the chain of title, we have it by what is called  
2 adverse possession. Adverse possession is a doctrine or a  
3 theory in law which is not designed to reward a persevering  
4 trespasser. It's designed to protect property. And in order  
5 to establish adverse possession, which they're relying on, it's  
6 in their Bill of Complaint, they're going to have to show that  
7 over the time that Mr. Hibble had the property, his ownership  
8 was open and hostile and exclusive and lasting and visible, and  
9 basically the world could see that somebody was claiming this  
10 property. It's also interesting to note that this claim of  
11 adverse possession has just recently come up. They don't have  
12 the evidence to show it. Our evidence is going to be that we  
13 purchased the property as the Thomas Griffin Estate, that this  
14 is the Thomas Griffin Estate.

15           While Mr. Hicks was correct in saying that  
16 the property was escheated as Tax Map 37-82, that's not  
17 correct. This is the contract of purchase. It says -- and  
18 it's been identified as the -- as our Exhibit No. B -- it says,  
19 "Thomas Griffin Estate, official tax map unknown." It was  
20 originally advertised when the process started as 37-82. On  
21 the day of sale, the escheator announced that this property was  
22 now being sold as unknown. So Mr. Smith bought it as being  
23 unknown. He didn't buy it as 37-82. The problem was when this  
24 thing got transcribed, it said 37-82. But what's critical in  
25 this deed is it says the property of the Thomas Griffin Estate.

1 That's what you buy. You buy the property of the Thomas  
2 Griffin Estate, wherever it is. The contract of purchase shows  
3 it as tax map unknown. We have located it now. The deeds  
4 establish clearly that this is the Thomas Griffin Estate, and  
5 that is what my clients bought.

6 Not only is the deed from Hibble and Thomas  
7 Griffin, but we also have the road deed in here. This road  
8 deed was given by Theophilis Stubblefield, who sold to Cooke,  
9 who sold to Hibble. He says the road is bounded by the land of  
10 Thomas Griffin. So this is the Thomas Griffin Estate, there's  
11 no question about it. Their burden on the adverse possession  
12 claim is the only way they can go, I believe, according to the  
13 evidence, and I believe that's going to be insufficient to  
14 show. Just because you pay taxes for 15 years, big deal. You  
15 don't acquire land -- or 20 years or 40 years -- you don't  
16 acquire ownership to land because you pay taxes over a long  
17 period of time. You acquire ownership to land under adverse  
18 possession under very, very, very strict guidelines, because  
19 the law does not want somebody who lives in Charlottesville who  
20 doesn't come down very often and then sees his property and  
21 there's no changes to lose his property like that. It doesn't  
22 want to reward a trespasser. It rewards ownership of land. So  
23 they've got a very difficult burden to prove adverse  
24 possession, and it's their burden to prove it. They're going  
25 to have to show that what they did met the requirements of

1 being hostile, exclusive, lasting, visible, uninterrupted, and  
2 actual or adverse. And I don't believe that they're going to  
3 be able to do that.

4 At the end of this trial, you're going to be  
5 asked to decide. While the instruction said 7.66, it's the  
6 Thomas Griffin Estate, and it's this 9.5 acre tract. That's  
7 what we're dealing with. Thank you very much.

8 THE COURT: Call your first witness, Mr.  
9 Hicks.

10 MR. HICKS: Mr. Hibble, take the witness  
11 stand, please.

12 Mr. Hibble, as you can see, is hard of  
13 hearing, so I will have to speak fairly loudly and clearly.

14 - - -  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25



1 H. F. HIBBLE

2 called as a witness, having been first  
3 duly sworn, was examined and testified  
4 as follows:

5  
6 DIRECT EXAMINATION

7  
8 BY MR. HICKS:

9 Q. Mr. Hibble, as you can see, is hard of  
10 hearing so I will have to speak fairly loudly and clearly.

11 Please tell the ladies and gentlemen of the  
12 jury your name and where you live. Speak up so they can hear  
13 you now.

14 A. My name is Fleet Hibble. I live on 616 over  
15 at Clay Bank. Route 1, Box 143, Gloucester, Virginia.

16 Q. How long have you been living there, Mr.  
17 Hibble?

18 A. Fifty years.

19 Q. How old are you now?

20 A. Seventy-six.

21 Q. When did you come to Gloucester?

22 A. 1940.

23 Q. And where did you come from?

24 A. Middlesex County.

25 Q. So you've been living in this location since

1 1940 when you moved here?

2 A. Yes, sir.

3 Q. Did there come a time that you were familiar  
4 with the piece of land that's in dispute now, after you moved  
5 to Gloucester? This piece --

6 A. Not that I know of there wasn't any dispute.

7 Q. No, I'm not talking about yours. But when  
8 did you first become -- have any dealings with this piece of  
9 land that we're here over today?

10 A. What dealings I had --

11 Q. Take your hand away from your mouth so they  
12 can hear you.

13 A. I moved watermelons off a small piece of it,  
14 which was about between two and three acres.

15 Q. Who was raising the watermelons?

16 A. A fellow by the name of Amos Lee.

17 Q. Amos Lee? And did he own the land? Did he  
18 claim he owned the land, or was he renting it?

19 A. He was renting it from Joe Cooke.

20 Q. So Amos Lee was raising watermelons on two to  
21 three acres of this land that he was renting from Joe Cooke?

22 A. Yes, sir.

23 Q. And this was in the '40s?

24 A. In the late '40s.

25 Q. All right, sir. Did you purchase some land

1 from either Joe Cooke or his estate?

2 A. I purchased it from his sister, Catherine  
3 Cooke.

4 Q. Catherine Cooke?

5 A. Wilson.

6 Q. Wilson. I show you here an exhibit that's  
7 already been marked as Plaintiff's Exhibit No. 2. The deed  
8 from Mary Catherine Cooke Wilson, unmarried, to H. F. Hibble.  
9 You're H. Fleet Hibble; is that correct?

10 A. Yes, sir. Yes, sir.

11 Q. And that deed calls for 30 acres; is that  
12 correct?

13 A. Yes, sir.

14 Q. Will you read the boundaries on the piece of  
15 property which you purchased?

16 A. The boundaries. I'm slow at reading. I  
17 don't have much education.

18 Q. Start there: It's containing 30 acres more  
19 or less.

20 A. That's right.

21 Q. It's bounded on the north by the land of  
22 which Edmond Gregory died seized?

23 A. Yes, sir.

24 Q. On the east by the land of Hal D. Leigh.

25 A. Yes, sir.



1 Q. On the south by the land of James Selden?

2 A. Yes, sir.

3 Q. And on the west by the public highway leading  
4 from Clay Bank Fork to Clay Bank.

5 A. Right.

6 Q. And the land by J. Hairston Seawell and  
7 Edmond Taylor. Is that --

8 A. That's correct.

9 MR. HICKS: You will have this to take back  
10 in the jury room.

11

12 BY MR. HICKS:

13 Q. How did you pay -- how did you get the money  
14 to pay for that land?

15 A. I bought it through the Bank of Gloucester.

16 Q. I show you here a deed of trust dated the 2nd  
17 day of June 1951, which is Plaintiff's Exhibit No. 3. And is  
18 that H. F. Hibble and Mary Lee Hibble? Is that your wife?

19 A. That's my wife.

20 Q. Catesby G. Jones, trustee?

21 A. Yes, sir.

22 Q. Was he trustee for the Bank of Gloucester?

23 A. I guess he was. The older Jones.

24 Q. Older Jones.

25 A. Yes, sir.

1 Q. Mr. Graham Jones, we call him.  
2 A. Yes, sir.  
3 Q. Did he handle this transaction for you?  
4 A. He handled it for her and me, too.  
5 Q. And did he examine title for you?  
6 A. Yes, sir. He carried me over there and  
7 showed me the tax map.  
8 Q. He carried you over and showed you the tax  
9 map?  
10 A. Yes, sir.  
11 Q. Mr. Graham Jones.  
12 A. Yes, sir.  
13 Q. Or Catesby G. Jones, Sr. Here's a tax map  
14 which is later, but this is -- this is Plaintiff's Exhibit No. 1,  
15 and this shows -- this is the 1980. Could you come over to the  
16 jury?  
17 This is Tax Map No. 37; is that right?  
18 A. Yes, sir.  
19 Q. And you bought Parcel 85; is that correct?  
20 A. Yes, sir.  
21 Q. It showed 85, and it showed it in two pieces?  
22 A. That's right.  
23 Q. And Mr. Graham Jones was the one that carried  
24 you over and showed it to you?  
25 A. Yes, sir.

1 Q. And that's what you --

2 A. I bought these two pieces of land.

3 Q. Where was Selden property at that time? This  
4 is '83.

5 A. '83. Selden property.

6 Q. At the time you purchased this land, Selden  
7 -- Selden owned this piece?

8 A. Still owns it. He didn't sell it.

9 Q. It's still in Selden's name?

10 A. That's right.

11 Q. And that was 30 acres that your deed called  
12 for?

13 A. Yes, sir.

14 MR. HICKS: You'll have all this back.

15

16 BY MR. HICKS:

17 Q. Have a seat back here. Have you ever sold  
18 any off of this piece of land?

19 A. Sold timber off it.

20 Q. Timber. But have you ever sold any part of  
21 the land?

22 A. No, sir.

23 Q. What did you do after you purchased the land?  
24 After you purchased the land in 1981, what did you do with the  
25 land? 1991



1 MR. SOBERICK: 1951.

2  
3 BY MR. HICKS:

4 Q. '51 I mean. I'm sorry.

5 A. '51, right. I just took it and went on with  
6 it. The land on the opposite side of the road, the big piece,  
7 I farmed that.

8 Q. Did you --

9 A. On the right-hand side, the piece in  
10 question, I never done anything with but let timber grow until  
11 I cut timber off and sold it.

12 Q. When did you cut the timber off it and sell  
13 it? You got the timber deed there?

14 A. Yes, sir. That's the timber deed.

15 MR. SOBERICK: No objection, Your Honor.

16 MR. HICKS: This will be Plaintiff's Exhibit  
17 No. 4.

18 THE COURT: All right, introduced and marked  
19 as Plaintiff's Exhibit No. 4.

20  
21 (Whereupon, Plaintiff's Exhibit No. 4 was marked for  
22 identification purposes and received into evidence.)  
23

24 BY MR. HICKS:

25 Q. This is a timber deed?

1 A. Yes, sir.

2 Q. And it's from you, dated the 22nd of February  
3 1964, from H. F. Hibble, party of the first part, to S. R.  
4 Ashley, party of the second part.

5 A. Yes, sir.

6 Q. And timber on six acres more or less; is that  
7 right?

8 A. Yes, sir.

9 Q. On which side of the road was that?

10 A. That was on the side that's in question right  
11 now.

12 Q. Side next to the Seldens?

13 A. That's right, adjoining Seldens.

14 Q. Is that the same side where Lee had been  
15 raising watermelons?

16 A. That's correct. On three acres.

17 Q. On three acres.

18 A. Or two acres.

19 Q. Who handled this transaction?

20 A. Jones.

21 Q. Mr. Catesby Jones?

22 A. Yes, sir.

23 Q. The --

24 A. His name is on there.

25 Q. It's on his --

1 A. Yes, sir, he's the one that handled it.

2 Q. All right. Did you -- what else did you do  
3 with the property?

4 A. I sold shad net poles off of it four years in  
5 a row.

6 Q. Who did you sell those to?

7 A. Mr. Kellum and Mr. West.

8 Q. Is Mr. Kellum one of the witnesses here  
9 today?

10 A. Yes, sir.

11 Q. Do you know what years they were?

12 A. Yes, it was -- I got it down. 1968, 1969,  
13 and 1970, and 1971 were the four years that they cut shad net  
14 poles off of it.

15 Q. Mr. Hibble, in the interim time, did anyone  
16 ever request of you permission to hunt on the property?

17 A. Oh, yeah, I gave people permission to hunt on  
18 it. I posted it, also.

19 Q. And you posted it, also?

20 A. Yes, sir. Kept those. Still got those.

21 Q. All right, sir. Then when is the next time  
22 that you removed anything from the property?

23 A. The year that they had the ice storm, Mr.  
24 Pointer went in there and salvaged.

25 Q. What was his first name?



1 A. Mike.

2 Q. All right, sir.

3 A. The pulp wood. He just salvaged it, the bad  
4 wood that the ice storm broke down the tops.

5 Q. Do you know what year this was?

6 A. I don't know exactly, no, sir. I think it  
7 was in the late '70s or mid '70s.

8 Q. This was after you sold the shad net poles  
9 off of it?

10 A. Yes, sir.

11 Q. But this entire time you were keeping it  
12 posted and you were the one giving people permission to hunt?

13 A. Yes, sir.

14 Q. Did anyone ever come to you claiming any part  
15 of that land during this period of time?

16 A. No, sir.

17 Q. Mr. Hibble, you have been in Gloucester since  
18 1940.

19 A. Yes, sir.

20 Q. You've been familiar with this property since  
21 shortly after you came to Gloucester.

22 A. Yes, sir.

23 Q. Have you ever known any Thomas Griffin or any  
24 relatives of Thomas Griffin in this area?

25 A. No, sir.

1 Q. When you purchased this property, did you  
2 walk over it at the time you purchased it?

3 A. Yes, sir, I walked over both pieces of it.

4 Q. And have you walked over --

5 A. A number of times since.

6 Q. Since. This piece here?

7 A. Yes.

8 Q. Have you ever seen any signs of a dwelling  
9 house, or anything of that kind, on the property?

10 A. No, sir.

11 Q. Any signs whatsoever?

12 A. No, sir.

13 Q. Was there any kind of a clearing where a  
14 dwelling house --

15 A. The open field that the watermelons was in  
16 was the only place because the other timber was big.

17 Q. So it was open field where the watermelons  
18 were in, but --

19 A. That's right.

20 Q. -- but did you ever see any --

21 A. That was before I bought it.

22 Q. But you hauled the watermelons off there for  
23 Mr. Lee?

24 A. Yes, sir. When I bought it it was set in  
25 new, young pines about head-high.

1 Q. But before that, when you bought it, it was  
2 to farm and raise watermelons?

3 A. Yes, that was the last crop I put in, was the  
4 watermelons.

5 Q. Did you see any evidence of any -- anything  
6 where there had been a house?

7 A. No, sir, I didn't.

8 Q. Mr. Hibble, did you have this property  
9 surveyed?

10 A. No, sir, I didn't until '83 or '84.

11 Q. After this dispute arose?

12 A. Yes, sir.

13 (Discussion had off the record.)  
14

15 BY MR. HICKS:

16 Q. And then did you put what you had surveyed on  
17 record?

18 A. Yes, sir, put on record.

19 Q. Look at that plat and see if you can  
20 recognize that.

21 A. Yes, sir, that's 21.02, and this is 9.58.

22 MR. HICKS: That would be Plaintiff's Exhibit  
23 No. 5.

24 MR. SOBERICK: We have no objection, Your  
25 Honor.



1 THE COURT: All right, introduced and marked  
2 as Plaintiff's Exhibit No. 5, and the accompanying affidavit  
3 will be No. 6.  
4

5 (Whereupon, Plaintiff's Exhibits No. 5 and 6 were  
6 marked for identification purposes and received into evidence.)  
7

8 BY MR. HICKS:

9 Q. I show you this plat. Who did you have make  
10 that plat?

11 A. Mr. Ward out of Middlesex.

12 Q. And come over to the jury. This is your  
13 signature on the affidavit when you recorded the plat?

14 A. Yes, sir, that's my signature.

15 Q. And you took it up and had the plat recorded?  
16 You took the plat up to the clerk's office?

17 A. Yeah. Mr. Ward or Mr. Simmons, one or the  
18 other. Jack Simmons. I believe Jack did.

19 Q. But that's your signature --

20 A. Yes, that's my signature.

21 Q. -- on the affidavit? Now, this is Route 616;  
22 is that correct?

23 A. Yes, sir.

24 Q. Called Clay Bank Road, goes all the way down  
25 to Clay Bank?

- 1           A.           Yes, sir.
- 2           Q.           And then this is Route 631. What is that
- 3 road? What do you call that road? Is that --
- 4           A.           That's a hard surface road.
- 5           Q.           Hard surface road. A state road. That's
- 6 631?
- 7           A.           That's right. When that road was first put
- 8 there, it was just a pig path.
- 9           Q.           But you weren't there?
- 10          A.           No, I wasn't there.
- 11          Q.           It was already a county road when you came
- 12 there?
- 13          A.           Yes, sir.
- 14          Q.           Show on this map, is this the land you have
- 15 on the other side of the road?
- 16          A.           Yes, sir.
- 17          Q.           And that shows 21.02 acres; is that right?
- 18          A.           Yes, sir, that's right.
- 19          Q.           And the 30 acres that you bought you're
- 20 claiming is that plus --
- 21          A.           This.
- 22          Q.           -- this 9.58 acres across the road?
- 23          A.           Yes, sir. Been paying taxes on it since
- 24 1951. Still paying taxes on it.
- 25          Q.           Where was the watermelon field?

1           A.           In this corner right here. You can see the  
2 light place on the map. Right in here. This odd-shaped thing.

3           Q.           Back in this area back in there.

4           A.           See, this part was in woods.

5           Q.           The field was back up --

6           A.           And then the field was right in here.

7           Q.           All right, sir. Where is the Seldens'  
8 property?

9           A.           Right here.

10          Q.           So it's still shown down there --

11          A.           Yes, sir.

12          Q.           -- as the Selden?

13          A.           And he owns this piece right here, then on  
14 down.

15          Q.           In the Selden family?

16          A.           That's right, still in the Selden family.

17          Q.           Do you have your current tax bill?

18          A.           Yes, sir.

19                       MR. HICKS: Your Honor, this will be our last  
20 exhibit.

21                       THE WITNESS: Both of them. I haven't paid  
22 them yet. I got to the end of this month.

23                       MR. HICKS: You keep that one.

24                       MR. SOBERICK: I have no objection.

25                       MR. HICKS: This will be Exhibit No. 7.



1 THE COURT: Introduced and marked as  
2 Plaintiff's Exhibit No. 7, current tax bill.

3  
4 (Whereupon, Plaintiff's Exhibit No. 7 was marked for  
5 identification purposes and received into evidence.)  
6

7 BY MR. HICKS:

8 Q. You can have a seat back there, Mr. Hibble.  
9 This is Plaintiff's Exhibit No. 7. Is that  
10 the tax bill which you received this year?

11 A. Yes, sir.

12 Q. How many acres does that call for?

13 A. Thirty acres.

14 Q. And what is the tax parcel shown on there?

15 A. Tax parcel?

16 Q. Right here. That is the map number. What  
17 does it say?

18 A. 37-85.

19 Q. And you're still paying on the 30 acres, what  
20 you've been paying on ever since you owned it?

21 A. Yes, sir, since 1951.

22 Q. Mr. Hibble, since 195 -- from 1951 up until  
23 the time of the escheat sale, did anyone ever come to you and  
24 question who owned this property?

25 A. No, sir.

1 Q. Were you present at the escheat sale?

2 A. Yes, sir.

3 Q. Take your hand away from your mouth, sir. I  
4 said take your hand away from your mouth.

5 A. I can't hear very good. I'm sorry.

6 Q. Do you remember when the Thomas Griffin  
7 property came up for auction at the escheat sale?

8 A. I was at the sale, yes, sir.

9 Q. How was it described when it went up at the  
10 escheat sale?

11 A. They sold it as unknown.

12 Q. As unknown. How long was it after the  
13 escheat sale before anybody questioned you about your ownership  
14 of the property?

15 A. I don't know the exact date, but when I found  
16 out about it, the surveyor, Mr. Kerns, put down a survey, and a  
17 fellow by the name of Maynard was there with him.

18 Q. So that's the first notice you had that  
19 anybody --

20 A. Yeah. And I ran them off. Of course, they  
21 had me in court on it.

22 MR. HICKS: No further questions.

23

24 CROSS-EXAMINATION

25

1 BY MR. SOBERICK:

2 Q. Mr. Hibble, just talking about this survey  
3 very briefly. This survey done by Mr. Ward, do you see the  
4 note up here?

5 A. Yes, sir.

6 Q. And can you read it?

7 A. Yes, sir.

8 Q. Would you mind reading it to the jury, what  
9 that note says?

10 A. I need my glasses. I'd rather for you to  
11 read it, if you like.

12 Q. If you don't mind. This note, "This 9.5 acre  
13 parcel as shown hereon is taken from a survey by Charles Kerns,  
14 dated October 27, 1983. This survey was performed without the  
15 benefit of a title report." Is that correct? You didn't  
16 authorize a title exam?

17 A. No, sir, I didn't.

18 Q. And this is your own survey, and you have no  
19 reason to doubt what he put on there.

20 A. I -- I --

21 Q. So when you hired Mr. Ward to do this, it was  
22 after Mr. Kerns had put his plat to record; is that correct?

23 A. Beg your pardon, let's go back on that.

24 Q. Yes, sir.

25 A. Mr. Simmons represented me, and he's the one



1 that got me to do it because he wanted a survey.

2 Q. That was after Mr. Kerns had put the survey  
3 to record for Mr. Smith; isn't that correct?

4 A. I don't think so. I don't think it had been  
5 to record. Maybe it was. I don't know. I don't know that  
6 now.

7 Q. Are you familiar with recording notations?  
8 You can read the date this was recorded, can you not? The 18th  
9 day of December 1984?

10 A. Yes, sir.

11 Q. The exhibit I'm showing you now is  
12 Defendants' Exhibit A. What day was -- this was December 1984.  
13 What day was this plat of Mr. Kerns put to record?

14 A. The 25th day of November 1983.

15 Q. So it's 12 months -- your plat went to record  
16 12 months after Mr. Kerns' and Mr. Smith's plat went to record;  
17 isn't that correct?

18 Now, your deed that you have to the property  
19 says south to the Selden line; is that correct?

20 A. Say what?

21 Q. Bordered on the south by the land of Selden.

22 A. Yes, sir.

23 Q. Is that what it says?

24 A. Yes, sir. I think that's what -- yes, sir.

25 Q. Why don't you take a look at it, make sure

1 we're right.

2 A. Correct me if I'm wrong.

3 MR. HICKS: It's there. It speaks for  
4 itself.

5

6 BY MR. SOBERICK:

7 Q. On the south by the land of James Selden; is  
8 that correct?

9 A. Yes, sir.

10 Q. Okay. And that's the reason that you  
11 originally laid claim to the property, is that correct, because  
12 your deed said it was in there?

13 A. Yeah.

14 Q. That's the reason you're doing it, because  
15 your deed says it was to the land of Selden?

16 A. Well, before I bought it I looked at it, and  
17 he said that was his land.

18 Q. I understand. But the reason that you're  
19 laying claim or that you originally laid claim to this 9.5 acre  
20 tract is because it was in Mr. Cooke's deed, right?

21 A. I guess so.

22 Q. Okay.

23 A. I took possession of it and went on with it.

24 Q. When you bought the property, you never had  
25 it surveyed, did you, sir?

1           A.           I did not have it surveyed again. I took it  
2 as it was.

3           Q.           And if Mr. Cooke didn't own that 9.5 acre  
4 tract for whatever reasons, then you're not claiming that you  
5 own it; is that correct? You're claiming you own what Mr.  
6 Cooke owned; is that correct?

7           A.           I'm claiming that I own what the deed was  
8 wrote and passed over to me for.

9           Q.           All right. And if --

10          A.           I didn't write the deed.

11          Q.           And if the deed is mistaken, then what you're  
12 owning is a mistake, also; is that correct?

13                   MR. HICKS: Your Honor, that's calling for a  
14 conclusion of law.

15                   THE COURT: I sustain the objection.

16                   MR. HICKS: That's a conclusion of law.

17                   THE COURT: That's a conclusion of law.

18                   MR. HICKS: This is a lay witness.

19                   THE WITNESS: I thought he was trying to mess  
20 me up.

21                   THE COURT: You can't argue facts to the  
22 jury, sir.

23                   MR. SOBERICK: I understand, Your Honor, but  
24 intent is an essential element of adverse possession. And if  
25 he didn't intend to lay adverse possession claim to that

1 property, was only claiming through a mistake in the boundary,  
2 he has no --

3 THE COURT: Regardless of how it's claimed,  
4 if he claims open ownership for a period of time, he claims it.  
5 That's a matter of fact for the jury to determine.

6 MR. SOBERICK: Your Honor, I would --

7 THE COURT: I sustain the objection, Mr.  
8 Soberick. Let's get on, sir.

9 MR. SOBERICK: Yes, sir. All right.

10

11 BY MR. SOBERICK:

12 Q. And you're claiming what Mr. Cooke owned, is  
13 that right, and nothing else? Is that correct?

14 A. That's what my deed said.

15 Q. And you only -- when you acquired the  
16 property. And you still only intend to claim to the true  
17 boundary line of the Cooke property; is that correct?

18 MR. HICKS: That's not what he's testified  
19 to.

20 THE COURT: Mr. Soberick, does the deed that  
21 he's got speak for itself?

22 MR. SOBERICK: No, Your Honor. If there's a  
23 mistake in the deed, which it's clear that there is, then the  
24 intent is an essential element to adverse possession. That's  
25 their whole case. And if he doesn't intend to claim any more



1 than what he got in the deed and what he acquired, he can't  
2 adverse possess it. Now, that's a state of law.

3 THE WITNESS: Well, I paid taxes on 30 acres  
4 all these years.

5 MR. SOBERICK: Yes, sir, I don't dispute that  
6 at all.

7 My question to you, Your Honor --

8 THE WITNESS: I'm not a lawyer, I didn't  
9 touch the deed, I didn't touch anything.

10 MR. SOBERICK: Right. Yes, sir.

11 THE WITNESS: I had it done.

12

13 BY MR. SOBERICK:

14 Q. My question to you, Mr. Hibble, is you don't  
15 intend to take somebody else's land that doesn't belong to you;  
16 is that correct?

17 A. I don't want to take nothing that belongs to  
18 nobody, no, sir.

19 Q. And you didn't -- if Mr. Cooke didn't own the  
20 land, you didn't intend to own the land; is that correct?

21 A. I intended to own what that deed called for.

22 THE COURT: I think he's answered.

23 MR. HICKS: He's answered three times.

24 THE COURT: Yes, sir.

25

1 BY MR. SOBERICK:

2 Q. When you bought the property, Mr. Hibble --  
3 you're a farmer; is that correct?

4 A. Yes, sir.

5 Q. There was a -- and you were farming this  
6 piece of land right next to you, you were farming your tract,  
7 right? The tract on this side, the larger tract, you're  
8 farming that; is that correct?

9 A. Yes, sir. That was all open land with that  
10 farm when I bought it.

11 Q. And this land originally had an open space on  
12 it, did it not?

13 A. Yeah, but that was grewed up in pines when I  
14 bought it. Pines maybe as high as the ceiling.

15 Q. So it didn't have an open -- it wasn't open  
16 anymore.

17 A. There was a separation in timber there.

18 Q. Now, since you've owned the property, have ✓  
19 you ever fenced the property, Mr. Hibble?

20 A. No, sir.

21 Q. Ever put a fence up? Never put a fence up? ✓

22 A. No.

23 Q. And you say you posted the property; is that  
24 correct?

25 A. Kept it posted, yes, until '83. I'd put the

1 signs up, somebody would pull them down.

2 Q. How did you post it?

3 A. I had posted signs there at the hard surface.

4 And then I had aluminum painted signs there. Put my name on  
5 the sign.

6 Q. And exactly where on the property did you  
7 post?

8 A. I posted all of it, the whole 30 acres.

9 Q. The 21 acres here and the 9.5 acres?

10 A. Yes, sir.

11 Q. Around the entire boundary?

12 A. No, not around the entire -- I put it on the  
13 road side of it.

14 Q. So you didn't post the back side of the  
15 property or the side that wasn't fronted on the road?

16 A. I put some posted signs over there once, but  
17 I didn't put them there every time I posted signs.

18 Q. Did you make any change to that 9.5 acre  
19 tract? Did you put any improvements on the property?

20 A. Any what?

21 Q. Any improvements. Did you build anything on  
22 the property?

23 A. No, sir.

24 Q. You never fenced the property?

25 A. No, sir.

1 Q. Never clear-cut the property; is that  
2 correct?

3 A. Clear-cut it? I clear-cut a portion of it up  
4 -- other than seed trees. I left seed trees.

5 Q. And that was done one time? ✓ *clear cut*

6 A. That was when Mr. Ashley bought that.

7 Q. How long did it take him to clear-cut it?

8 A. He had, I think, 90 days on the contract.

9 Q. It says it in the deed, does it not?

10 A. That was about six acres that he cut off it.  
11 That was down beside the swamp.

12 Q. That timber deed you've identified, you never  
13 recorded that, did you, sir?

14 A. I didn't need to record it.

15 Q. My question was did you ever record it. Did  
16 you ever record the deed? Was it --

17 A. I didn't. No, I didn't record the deed, no.

18 Q. Okay. That's right. Okay. Now, you  
19 testified that you --

20 A. I didn't know you could record a timber deed.

21 MR. HICKS: Just answer his question, Mr.  
22 Hibble.

23

24 BY MR. SOBERICK:

25 Q. Mr. Hibble, you said that you had never heard



1 about Thomas Griffin -- or when did you first hear of Thomas  
2 Griffin?

3 A. My hearing of it I think was when we came to  
4 court, something about it was the land of Thomas Griffin, at  
5 the first hearing. Which Mr. Hicks was representing me at that  
6 time.

7 Q. That was in '84 or '85, mid '80s?

8 A. Must have been '84.

9 Q. That's the first time you say you've heard of  
10 Thomas Griffin?

11 A. That's the first time I ever heard of him.  
12 And I've asked a lot of people around there that lived --  
13 older. They've never heard of him.

14 Q. Could you have possibly heard of him when you  
15 went to see Mr. Jones about the timber deed?

16 A. No, sir. He didn't put nothing on there  
17 about it.

18 Q. All right. So your testimony is you never  
19 heard of him before?

20 A. I never heard of Thomas Griffin before that.

21 Q. All right. All right.

22 A. Didn't know of a man in Gloucester by that  
23 name. Of course, I've only been here 50 years.

24 Q. Are you part of the Woodberry -- are you now  
25 part of the Woodberry Real Estate Trust?

- 1           A.           No, sir.
- 2           Q.           Have you ever been part of that, sir?
- 3           A.           Yes, sir.
- 4           Q.           When were you part of the Woodberry Real  
5 Estate Trust?
- 6           A.           From '70 to '86.
- 7           Q.           '70 to '86. The property adjacent to this  
8 9.8 acres is owned by the Woodberry Land Trust; is that  
9 correct?
- 10          A.           Not now, no, sir.
- 11          Q.           But it was?
- 12          A.           It was, yes, sir. It was bought after we  
13 bought Woodberry. It was added on. That was the Leigh  
14 property.
- 15          Q.           And you were deeded that property?
- 16          A.           I wasn't deeded it, no. Woodberry --
- 17          Q.           You were part of the Woodberry Land Trust?
- 18          A.           Yes, sir.
- 19          Q.           I'm going to show you a deed -- Mr. Hibble,  
20 have you ever seen the deed that was adjacent to this property,  
21 or the Woodberry Land --
- 22          A.           No, sir.
- 23          Q.           -- Deed?
- 24          A.           No, sir.
- 25          Q.           Conway Shield was the trustee?

1           A.           Yes, sir.

2           Q.           I'm going to show you this deed dated April  
3 19, 1977, which is conveyed from Richard A. Crews and Elizabeth  
4 Crews, his wife, parties of the first part, and Conway H.  
5 Shield, III, Trustee of Woodberry Real Estate Trust and ask you  
6 if you could read the description of Parcel 2, where it says  
7 that the property is bounded, or the boundaries of the  
8 property. Could you read it to the jury, please?

9           A.           Just a minute. Bounded on the north by land  
10 now or formerly owned by W. E. Lawson.

11          Q.           Where would that be on this plat, sir? Where  
12 would that be?

13          A.           It ain't on that plat.

14          Q.           Okay. Generally speaking, would it be up  
15 here?

16          A.           It's on this side of the swamp. It's an  
17 L-shaped piece of land.

18          Q.           Where are you pointing to? Where is it  
19 located, sir?

20          A.           On this side of the swamp, adjoining this.

21          Q.           Continue reading your description, if you  
22 would. On the north --

23          A.           Just a minute. South by the land now or  
24 formerly of L-i-c-k-e-y, Lickey Carter, the land formerly owned  
25 by Billy Riley.

1 Q. Where would that be, sir?  
2 A. That's another piece of land adjoining that.  
3 Q. Okay, it's down here, sir?  
4 A. Way down there, yeah.  
5 Q. All right, continue.  
6 A. I know where that's at.  
7 Q. All right, continue.  
8 A. On the east by land now or formerly William  
9 Harvey.  
10 Q. Where would that be, sir?  
11 A. I don't know. You've gone too far for me.  
12 Q. Is it in this direction?  
13 A. I don't know where that's at.  
14 Q. Can you tell where east is from this plat?  
15 Is east in this direction?  
16 A. You're trying to tie me up.  
17 Q. No, I'm not, sir.  
18 A. Let me see now. I would say it's down in  
19 this road right here now. That's the road going to Clay Bank.  
20 Q. And if you could continue.  
21 A. Clay Bank is there.  
22 Q. Yes, sir.  
23 A. West is over here someplace.  
24 Q. West is on this side, correct?  
25 A. Yes.



1 Q. And east would be on that side?

2 A. The sun sets on that side of the road.

3 Q. That's right. Okay. Continue, sir, if you  
4 will, with the description. And bounded on the west by what?

5 A. On the west by land now or formerly of Thomas  
6 Griffin, together with --

7 Q. Who was that, Thomas Griffin?

8 A. That's the first time I've ever seen that,  
9 really, before it was --

10 Q. But it's the land to this side of -- as you  
11 said, this is the west. Is that correct? It's this piece of  
12 land, isn't it, sir? That's the Woodberry tract?

13 A. Well, that would be east. I'm confused  
14 there.

15 Q. This would be the land of the Thomas Griffin  
16 Estate --

17 A. No, sir.

18 Q. -- identified --

19 A. No, not by that. Not by this. Not by my  
20 reading. I can be mistaken.

21 Q. You might be mistaken. If Mr. Kerns or  
22 somebody says it is, you'll accept that you made a mistake, I  
23 assume.

24 A. Well, Mr. Kerns, it wasn't my land that he  
25 surveyed.

1 Q. When did you first start claiming the  
2 property by adverse possession? Did you ever -- have you ever --

3 A. I claim to own this by the deed being made to  
4 me, no adverse possession. That wasn't brought up until this  
5 started.

6 Q. So you never claimed it by adverse possession  
7 until '83 or '84?

8 A. I don't know. I don't know whether I did.

9 THE WITNESS: Explain that, Mr. Hicks. What  
10 is he asking me?

11 MR. SOBERICK: Wait a second, Your Honor.

12 THE COURT: Mr. Soberick, would you tell him,  
13 please, sir, what the legal term of "adverse possession" means  
14 because I'm sure the gentleman doesn't know.

15 THE WITNESS: No, I don't know, that's right.

16 MR. SOBERICK: Adverse possession, Mr.

17 Hibble, is that you're claiming property which is not yours  
18 under a color of --

19 MR. HICKS: No, no, no, it's not necessarily  
20 that.

21

22 BY MR. SOBERICK:

23 Q. All right, Mr. Hibble, property -- adverse  
24 possession is a legal doctrine. It says that if somebody holds  
25 property openly, hostilely, exclusively, lasting -- meaning for

1 a period of time -- uninterrupted, visible, and under color of  
2 title, that that's their property. It's a way of acquiring  
3 property through a long continuous use of the property. Okay?

4 A. No, I didn't own it --

5 THE COURT: Mr. Soberick, the simple fact  
6 that a person claims property that way doesn't say that I'm  
7 going to take this piece of property, I'm going to get the deed  
8 to this piece of property, and right beginning from the very  
9 beginning I'm going to claim it notoriously, openly, and so on  
10 and so forth. That's a matter of accumulation over the years  
11 as to the conduct of the person that has the property, and  
12 that's what you're here to show or not show.

13 MR. SOBERICK: Jude, may I respond to that?  
14 You can't accidentally adverse property. You have to --

15 THE COURT: No, sir, but you can talk to  
16 people in terms that they understand, and he doesn't understand  
17 adverse possession.

18 MR. SOBERICK: But, Your Honor, he said --

19 THE WITNESS: I'm poorly educated.

20 THE COURT: Mr. Hibble, sit down, please,  
21 sir. Thank you.

22 MR. SOBERICK: If I may, he said he doesn't  
23 intend to claim it. He's only claiming what his deed gives  
24 him. Bottom line.

25 THE COURT: By adverse possession.

1 MR. SOBERICK: But you have to have an intent  
2 to claim adversely.

3 THE COURT: He doesn't have to have an intent  
4 from the very beginning, Mr. Soberick.

5 MR. SOBERICK: But he hasn't had the intent  
6 except when this thing started, which --

7 THE COURT: All right, all right, that's when  
8 it developed.

9  
10 BY MR. SOBERICK:

11 Q. All right, Mr. Hibble, when did you first  
12 start claiming this property by adverse possession?

13 MR. HICKS: Your Honor, that's a matter of  
14 law. Color of title. We've shown his deed, then we've shown  
15 what he's done with it. But to talk about intent of adverse  
16 possession, Your Honor, I don't think that -- I haven't found  
17 any cases that go into that.

18 THE COURT: No, and neither have I.

19 MR. SOBERICK: Judge, you can't back into  
20 adverse possession.

21 THE COURT: You can't back into into it, but  
22 you can show the conduct of the person claiming the property.  
23 Not that he sat down and said to a lawyer or anybody else I  
24 intend to do this. You show the conduct of the party over the  
25 period of years, Mr. Soberick. And that's what -- if you want



1 to ask him about that conduct, you have every right to. If  
2 that accumulates in what amounts to a legal term of adverse  
3 possession, so be it.

4  
5 BY MR. SOBERICK:

6 Q. All right. Mr. Hibble -- and I apologize for  
7 using terms that you don't understand. If you'd please --

8 A. Sir?

9 Q. If you don't understand a term, please ask  
10 me, okay?

11 When you acquired the property, you never,  
12 ever went on that property attempting to claim anybody else's  
13 land; is that correct?

14 A. No, I didn't go and claim --

15 Q. -- anybody else's land.

16 A. I don't want nobody's land to claim I own.

17 Q. All right.

18 A. I don't steal no land. I never bought  
19 nothing through taxes.

20 Q. Thank you.

21 A. All I ever bought I bought legally. The only  
22 way I've wanted it.

23 MR. SOBERICK: I have no other questions,  
24 Your Honor.

25 Thank you, Mr. Hibble.

1 MR. HICKS: No further questions.

2  
3 EXAMINATION  
4

5 BY THE COURT:

6 Q. Let me ask you this, Mr. Hibble. When you  
7 bought this property back in 1951 and you went to Mr. Jones,  
8 Sr. to draw up the necessary papers for you to borrow the  
9 money, did you pay him a fee for examining the title? Did he  
10 examine the title?

11 A. I paid him a fee, but I don't know whether I  
12 paid him --

13 Q. Did he ever give a certificate of title to  
14 you?

15 A. Yes, sir, I got that in my safety deposit  
16 box.

17 MR. SOBERICK: He's got his deed in his  
18 safety deposit box.

19 THE WITNESS: Deed. Deed. I'm sorry. Deed.  
20

21 BY THE COURT:

22 Q. Did he ever give you a letter saying or  
23 certifying that you actually owned this property, or did he  
24 give it to the bank?

25 A. Maybe he give it to the bank.

1 THE COURT: All right. I have no further  
2 questions.

3 THE WITNESS: He told me that I owned it, and  
4 I may have gotten that and destroyed it. I kept the deed, but  
5 I didn't keep any papers that I paid him on.

6 THE COURT: All right. Do you have any  
7 further questions, either one of you?

8 MR. HICKS: No, sir, Your Honor.

9 MR. SOBERICK: No, Your Honor.

10 THE COURT: All right, you can have a seat  
11 back by your attorney.

12 (Whereupon, the witness was excused.)

13 THE COURT: Ladies and gentlemen, it's now  
14 approximately five minutes to twelve, give or take a minute or  
15 two. We're going to be here a good portion of the afternoon,  
16 if not all of it. Unless you've got some objection, either one  
17 of you, I think now is the proper time in this case to go get a  
18 little bite to eat. Anybody got any objection? Would an hour  
19 give you sufficient time to get something to eat and come back?  
20 Suppose I ask you to come back about 1:00, give or take a  
21 minute or two? Now, I would admonish you, ladies and  
22 gentlemen, not to discuss the case with anyone or permit anyone  
23 to talk to you concerning the matter. Thank you very much.  
24 Recess until 1:00.

25 (Whereupon, a lunch recess was taken.)

FRIDAY AFTERNOON SESSION

JUNE 7, 1991

(Whereupon, the proceedings were commenced out of the presence of the court reporter and continued as follows:)

CHARLES STUBBLEFIELD

called as a witness, having been first  
duly sworn, was examined and testified  
as follows:

DIRECT EXAMINATION

BY MR. HICKS:

Q. Would you come over and show the jury?

A. Sure. Where this 82 is.

Q. Where this 82 is. This is 37-82 there.

Where is 37-85?

A. Right here and here.

Q. And does that, in 1980, show that in -- being  
in two parcels?

A. Yes, sir.

Q. Now, do you have the tax records there for  
Mr. Hibble?

A. Um-hum. Okay, let me get the bottom two.

Q. What do your tax records show for Mr. Hibble?



1           A.           Thirty acres, Lot No. 37-85.

2           Q.           And what's the first date on that?

3           A.           19th of June of '51.

4           Q.           All right, sir. And does that show on down?

5           A.           It continues on down, yes, sir.

6           Q.           As 37-85?

7           A.           Um-hum.

8           Q.           And what is Mr. Hibble presently being -- how

9 much acres is he presently being taxed?

10          A.           Thirty.

11          Q.           He's taxed on 30 acres from June of 1951, and

12 he's still being taxed for 30 acres?

13          A.           That's correct.

14          Q.           And those are the official records of the

15 Commissioner of Revenue's office.

16                       MR. HICKS: Your Honor, rather than

17 introducing his records -- I talked to Mr. Deiter before we got

18 here -- I'd like to substitute the originals. Griffin is the

19 first exhibit, Hibble is the second.

20                       MR. SOBERICK: We have no objection, Your

21 Honor.

22                       THE COURT: That will be Plaintiff's Exhibits 8

23 and 9. Mr. Griffin's land record will be 8, and the record on

24 Mr. Hibble will be No. 9.

25

1           (Whereupon, Plaintiff's Exhibits No. 8 and 9 were  
2 marked for identification purposes and received into evidence.)

3  
4 BY MR. HICKS:

5           Q.           I'd ask you if you'll look at that. Is that  
6 a true copy --

7           A.           This is a copy.

8           MR. SOBERICK: I have no objection, Your  
9 Honor.

10           MR. HICKS: This will be an exhibit which  
11 you'll get in a little bit to take back with you.

12  
13 BY MR. HICKS:

14           Q.           This is Mr. Hibble's. Is that a true copy of  
15 his?

16           A.           Yes, sir.

17           MR. HICKS: This will be an exhibit you'll be  
18 able to take back with you.

19           Thank you, Mr. Stubblefield. If you'll  
20 answer any questions Mr. Soberick has.

21

22                           CROSS-EXAMINATION

23

24 BY MR. SOBERICK:

25           Q.           Mr. Stubblefield, your records show that Tax

1 Map 85 -- 37-85 has now been divided into 85 and 85-A. Is that  
2 correct?

3 A. That's correct.

4 Q. And who is being taxed on Tax Map Parcel  
5 35-A? I mean 85-A.

6 A. I don't have that with me. 85-A? Is that  
7 the Maynard?

8 Q. I'm going to show you a copy of this and ask  
9 if that's an official record --

10 A. Yes, that's it.

11 Q. Who is being taxed on that parcel now?

12 A. Edward Maynard and Harold W. Smith.

13 Q. How big is that parcel now?

14 A. 85-A, 9.58.

15 Q. Originally that parcel was shown as 7.66  
16 acres?

17 A. That's correct. The plat was put to record.

18 Q. Why was that changed?

19 A. Plat put to record.

20 Q. Plat put to record?

21 A. Um-hum.

22 Q. Have you found any other mistakes --

23 MR. SOBERICK: Your Honor, I'd like to have  
24 this introduced.

25 THE COURT: All right. Introduced as

1 Defendants' Exhibit E.

2  
3 (Whereupon, Defendants' Exhibit E was marked for  
4 identification purposes and received into evidence.)

5  
6 BY MR. SOBERICK:

7 Q. Have you found any other records in your  
8 record books since the tax maps have been prepared?

9 A. Yes, sir.

10 Q. More than once?

11 A. Yes, sir, quite often.

12 Q. What do you do when you find a mistake?

13 A. We try to correct them. In this case we had  
14 a plat, so we went ahead and corrected it.

15 Q. You say you're still taxing Mr. Hibble on 30  
16 acres. Is that correct?

17 A. Um-hum, that's correct.

18 Q. Why is that?

19 A. I imagine when my deputy did it, she did not  
20 see a plat for his portion of it, so who was to say whether he  
21 had 30, or whether he had 20, or what.

22 Q. Did he ever ask you to change it?

23 A. I don't remember. I better not say. I don't  
24 know.

25 Q. Okay.



1 A. I really don't.

2 Q. Okay. And is it -- are you allowed to give  
3 refunds for taxes erroneously paid?

4 A. Yes, up to three years.

5 Q. Now, you listed Thomas Griffin Estate as  
6 37-82; is that correct?

7 A. Um-hum.

8 Q. Was that a mistake in your records?

9 A. We seem to think in the 1977 general  
10 reassessment that they through some way -- I mean, it didn't  
11 happen in my office, it was done in the reassessment. It was  
12 dropped to an unknown. And when this plat came through with  
13 half of what we said was Mr. Hibble's, or a portion of it, then  
14 we had to take that plat and put it in where it belonged.  
15 That's why we're here today. I have to record them, you know.

16 Q. Right. Right. And you're not taxing Mr.  
17 Hibble for the same piece of property -- you're not taxing Mr.  
18 Hibble today on Parcel 37-85-A, are you?

19 A. No, sir.

20 Q. So you're not taxing him on that 9.58 acre  
21 tract?

22 A. No, sir, not that piece that's taken off.

23 Q. When's the last time you taxed him on that  
24 piece, do you know? If you don't know, that's fine.

25 A. No, I don't know. It was whenever that plat

1 was put to record.

2 MR. SOBERICK: All right, I have no more  
3 questions.

4

5 REDIRECT EXAMINATION

6

7 BY MR. HICKS:

8 Q. Mr. Stubblefield, when that plat was put to  
9 record and you said you started taxing Maynard for the nine  
10 point --

11 MR. SOBERICK: Five eight.

12

13 BY MR. HICKS:

14 Q. -- five eight acres, that left Mr. Hibble  
15 with just 21 acres. You didn't reduce the taxes -- the acreage  
16 on his piece of property.

17 A. I did not. Now, do I have this plat?

18 Q. This is the one that's recorded in the  
19 clerk's office. Yes, sir.

20 A. When?

21 Q. It was recorded in the clerk's office 1984.

22 A. I don't know why. I can't answer that.

23 Q. Because that still shows Mr. Hibble claiming  
24 both pieces.

25 A. Right. Right.

77

1 Q. So the County has been collecting taxes from  
2 two people.

3 A. From two people, that's correct. That's  
4 correct.

5 Q. But up until the reassessment in 1977, Thomas  
6 Griffin's piece was shown as 37-82.

7 A. A separate piece, right.

8 Q. And from '77 until Mr. Kerns' plat was put on  
9 record, it was shown as unknown.

10 A. That's right.

11 Q. And that was after the grant from the  
12 government.

13 A. Okay. Right.

14 Q. And then later, when --

15 MR. SOBERICK: Judge, I think -- this is his  
16 witness. He's leading him now. I think he needs to ask him  
17 questions. He's been leading him all along. I haven't made  
18 any objections, but I think it's inappropriate.

19

20 BY MR. HICKS:

21 Q. Between the time of 1977 and the time that  
22 the Kerns' plat went on record, how was the Griffin property  
23 described?

24 A. Unknown.

25 Q. And then from the time the Kerns' plat went on

1 record, where was the Griffin property put?

2 A. It was put -- you got me mixed up now. It  
3 was put to Maynard and Smith.

4 Q. Maynard and Smith.

5 MR. HICKS: No further questions.

6 MR. SOBERICK: I have no more questions.

7 THE COURT: Any further need for Mr.

8 Stubblefield?

9 MR. HICKS: No, sir.

10 THE COURT: Any further need for him, Mr.

11 Soberick?

12 MR. SOBERICK: No, Your Honor.

13 THE COURT: All right, Mr. Stubblefield, you  
14 may leave or you may have a seat in the courtroom, whatever you  
15 see fit. Next witness.

16 (Whereupon, the witness was excused.)

17 MR. HICKS: Ms. Harwood.

18 THE COURT: Is this lady a witness over here?

19 MR. SOBERICK: No, Your Honor.

20 - - -

21

22

23

24

25



1 ELIZABETH HARWOOD

2 called as a witness, having been first  
3 duly sworn, was examined and testified  
4 as follows:

5  
6 DIRECT EXAMINATION

7  
8 BY MR. HICKS:

9 Q. Please tell the Court your name and where you  
10 live, Ms. Harwood.

11 A. My name is --

12 Q. To the ladies and gentlemen of the jury,  
13 please.

14 A. -- Elizabeth Harwood, and I live about one  
15 mile away from the Clay Bank Road.

16 Q. How far do you live from the intersection of  
17 the Clay Bank Road and Route 631, where 631 comes into Route 616?

18 A. Well, from 631 I'm one mile down the road.

19 Q. On 631?

20 A. Um-hum.

21 Q. And were you at one time -- did you at one  
22 time work in the post office at Clay Bank?

23 A. Yes.

24 Q. When was that?

25 A. I worked at Clay Bank from 1941 until 1964.

EO

LEWIS & CLARK

HARWOOD E DIRECT

1 Q. All right. But you've lived in the area  
2 continuously even since then?

3 A. Um-hum. And I went to school, I had to walk  
4 to Clay Bank Road. That was in 1928 I started going over there  
5 to get on the bus.

6 Q. You started getting on the bus in 1928?

7 A. Um-hum.

8 Q. And was that past the intersection of what is  
9 now 631 and 616?

10 A. Yes.

11 Q. So since 1928 you've been regularly passing  
12 that area?

13 A. That's right.

14 Q. Have you ever known of a family of Thomas  
15 Griffin living in that area?

16 A. Never heard the name at all in connection  
17 with that.

18 Q. There where Route 631 comes into 616 -- 616  
19 is the main road to Clay Bank; is that correct?

20 A. Um-hum.

21 Q. And 631 is the road that comes into that.  
22 When you first were familiar with that property going back, who  
23 was there occupying or using that property?

24 MR. SOBERICK: I'm going to object to that  
25 question, Your Honor. That's the ultimate issue in the case,

1 who's in possession of that property. That's an improper  
2 question.

3 THE COURT: I think if she knows --

4 MR. HICKS: I said occupying. I'm not  
5 saying --

6 THE COURT: Excuse me, Mr. Hicks. If she  
7 knows who was occupying the property at the time, I think she  
8 has a right to say so. If she knows.

9 MR. SOBERICK: I would respectfully disagree  
10 because --

11 THE COURT: Well, that doesn't mean the  
12 person owns it, sir.

13 MR. SOBERICK: No, but whoever's in  
14 possession, Your Honor, that's the ultimate --

15 THE COURT: Doesn't mean they're in  
16 possession. It means who's occupying it. That's a big  
17 difference.

18 MR. SOBERICK: Between possession and  
19 occupying it?

20 THE COURT: Of course.

21 MR. SOBERICK: All right, I'll let her answer  
22 the question.

23 THE COURT: Well, certainly. It's a proper  
24 question. Nothing wrong with it.

25 MR. SOBERICK: Yes, Your Honor.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

BY MR. HICKS:

Q. Do you know who was occupying that property back in the '28s and '30s and into the '40s?

A. You're talking about this place that you were discussing here, the Griffin place?

Q. Yes, ma'am.

A. Well, I never heard of it in that way, you know, and I don't really know anyone who could have been back there other than the Seldens.

Q. All right, so you knew the Seldens were there?

A. That's right.

Q. Did you ever know of a Cooke family?

A. Cooke?

Q. Yes, ma'am.

A. No.

Q. Now, who have you seen occupying --

A. The Cooke was on the other side of the road. Yeah, Cooke lived down below us at one time, but he married and lived on the other side of the road.

Q. You know Mr. Fleet Hibble?

A. Yes.

Q. Have you ever seen him occupying any of this property at this intersection?



1           A.           I don't think I've ever seen him occupying  
2 any of the property, or anything like that, um-um.

3           Q.           Have you seen him farm and --

4           A.           Yes, I have.

5           Q.           -- cutting timber? But you've haven't seen  
6 him living on it?

7           A.           Yes, um-hum.

8           MR. HICKS: No further questions.

9           THE COURT: All right.

10  
11                           CROSS-EXAMINATION  
12

13 BY MR. SOBERICK:

14           Q.           Mrs. Harwood, just for the jury's  
15 understanding. I think you've already answered the question  
16 very well. This is 616, ma'am, and this is 631, kown as  
17 Lawson's Lane. Your property is down this road farther; is  
18 that correct?

19           A.           Let's see.

20           Q.           This is Clay Bank Road. The water is down  
21 here.

22           A.           Now --

23           Q.           Your home is way down here; is that correct?

24           A.           That's right.

25           Q.           Okay. Now --

1           A.           We are between Aberdeen Creek and -- we're on  
2 a point in Aberdeen Creek.

3           Q.           Yes, ma'am. And while you were living down  
4 there, did you ever know of the Cookes to claim this property  
5 as theirs? This piece right on this side -- on this side of  
6 631.

7           A.           That's the Ann Selden side, isn't it?

8           Q.           It's the Selden side. It's shown as the  
9 Selden side, that's right, and also the 9.5 acres. Did you  
10 ever know Cooke to claim any land on the other side of the  
11 road?

12          A.           He claimed this. This was his --

13          Q.           Whose?

14          A.           Joseph Cooke.

15          Q.           This is his 21 acres.

16          A.           Well, that's his land there.

17                   THE COURT: Sir, she answered your question.

18                   MR. SOBERICK: Judge --

19                   THE COURT: Don't try to explain it away.

20 She's answered it. Now go ahead and ask her another one.

21                   MR. SOBERICK: Your Honor, I would ask the  
22 Court to please let me question her --

23                   THE COURT: You can ask the question, but she  
24 answered your question. The question you posed to her was did  
25 she ever know of the Cookes occupying that property. She said

1 she did, pointed to it on the map.

2 MR. SOBERICK: Mrs. Harwood --

3 THE WITNESS: This is the land that the Cooke  
4 man owned and occupied.

5  
6 BY MR. SOBERICK:

7 Q. Did Mr. Cooke ever occupy the property on the  
8 other side of the road? Did he ever claim that property on the  
9 other side of the road?

10 THE COURT: Excuse me, sir. Mr. Soberick,  
11 there's a big difference between occupying and claiming.

12 MR. SOBERICK: I'll ask both questions, Your  
13 Honor.

14 THE COURT: Well, you ask one question at a  
15 time.

16  
17 BY MR. SOBERICK:

18 Q. Mrs. Harwood, Mr. Cooke, did he own this  
19 piece of property?

20 A. Yes, he did.

21 Q. Do you know if he ever occupied this piece of  
22 property down here?

23 A. Not to my knowledge.

24 Q. Do you know if he ever claimed this piece of  
25 property down here?

1 A. Not to my knowledge.

2 Q. The only property that you know he claimed on  
3 was on this side of the road?

4 A. That's right.

5 MR. SOBERICK: Thank you, Mrs. Harwood. No  
6 more questions.

7

8 REDIRECT EXAMINATION

9

10 BY MR. HICKS:

11 Q. Mrs. Harwood, were you ever familiar with  
12 watermelons being raised anywhere along on this side of the  
13 road?

14 A. Watermelons?

15 Q. Yes, ma'am.

16 A. Can't believe I ever did.

17 Q. But you were under the impression that the  
18 Seldens owned on the --

19 A. That's right.

20 Q. Along that side of the road. You've never  
21 heard of Thomas Griffin?

22 A. No.

23 Q. But that the Seldens owned on that side of  
24 the road?

25 A. That's right.



1 MR. HICKS: No further questions.

2  
3 RECROSS-EXAMINATION  
4

5 BY MR. SOBERICK:

6 Q. And you knew Mr. Cooke, did you not, Mrs.  
7 Harwood?

8 A. Yes, I did.

9 MR. SOBERICK: That's all the questions I  
10 have.

11 THE COURT: Any further need for Mrs.  
12 Harwood?

13 MR. HICKS: No, sir.

14 THE COURT: Any further need for her?

15 MR. SOBERICK: No, sir.

16 THE COURT: You may have a seat in the  
17 courtroom, Ms. Harwood, or you may leave. Next witness.

18 MR. HICKS: Mrs. Mischue.

19 (Whereupon, the witness was excused.)  
20 - - -  
21  
22  
23  
24  
25

1                   ETHEL BRAXTON MISCHUE

2                   called as a witness, having been first  
3                   duly sworn, was examined and testified  
4                   as follows:

5  
6                   DIRECT EXAMINATION

7  
8       BY MR. HICKS:

9           Q.           Please tell us your name and where you live.

10          A.           My name is Ethel Braxton Mischue.

11          Q.           To the ladies and gentlemen of the jury. And  
12          where do you live, Ms. Mischue?

13          A.           On 616, Clay Bank, used to be the Clay Bank  
14          Road, in Gloucester.

15          Q.           In Gloucester. And are you familiar where  
16          631 comes into 616, the Clay Bank Road?

17          A.           Yes, I am.

18          Q.           How long have you been familiar with that  
19          area?

20          A.           All my life.

21          Q.           I hate to ask a lady how long that is, but  
22          approximately how long is that?

23          A.           Well, since 1912, I guess.

24          Q.           Since 1912?

25                   THE COURT: That's close enough.

1 BY MR. HICKS:

2 Q. Have you ever known of a Thomas Griffin in  
3 that area?

4 A. I never knew of a Thomas Griffin, but I heard  
5 of the wife, Mrs. Griffin.

6 Q. Mrs. Griffin, you heard of her?

7 A. Yes.

8 Q. Do you know where she lived in that area?

9 A. Well, according to my father's story, that  
10 she lived in that area --

11 MR. SOBERICK: Objection to her father's --  
12 objection.

13 THE COURT: Do you want to object to that? I  
14 sustain the objection.

15 MR. SOBERICK: Thank you.

16

17 BY MR. HICKS:

18 Q. Do you know Mr. Fleet Hibble?

19 A. Yes, I do.

20 Q. Have you seen him occupying or using the land  
21 where this intersection is?

22 A. No, I haven't seen him using it because it  
23 has grewed up.

24 Q. It's grewed up. But you --

25 MR. HICKS: No further questions.

1 MR. SOBERICK: No questions. This is Mrs.  
2 Mischue. I'm sorry.

3  
4 CROSS-EXAMINATION

5  
6 BY MR. SOBERICK:

7 Q. Have you ever seen any signs on that property  
8 saying posted, no trespassing? On that corner piece, this  
9 tract right here, 9.5 acres. Have you seen any no trespassing  
10 signs on anything out there?

11 A. Yes, I have seen some.

12 Q. How long ago?

13 A. On the trees.

14 Q. How long ago?

15 A. Not too long ago. I'd say about a month or  
16 so ago.

17 Q. A month or so ago. Have you seen any --

18 MR. SOBERICK: I don't have any further  
19 questions. Thank you.

20 THE COURT: Any further need for the witness?

21 MR. HICKS: No further need.

22 THE COURT: Any further need?

23 MR. SOBERICK: No, Your Honor.

24 THE COURT: All right, you may have a seat in  
25 the courtroom, or you may leave.



1 (Whereupon, the witness was excused.)

2 MR. HICKS: Raymond Kellum.

3 - - -

4 RAYMOND KELLUM

5 called as a witness, having been first  
6 duly sworn, was examined and testified  
7 as follows:

8  
9 DIRECT EXAMINATION

10  
11 BY MR. HICKS:

12 Q. Please tell the Court your name and address.

13 A. Raymond Kellum, Route 2, Hayes.

14 Q. Mr. Kellum, what's your occupation?

15 A. Commercial fisherman.

16 Q. And, Mr. Kellum, do you know Mr. Fleet

17 Hibble, H. F. Hibble here?

18 A. Very well.

19 Q. How long have you known him?

20 A. Over 25 years.

21 Q. And what -- have you had any dealings with

22 Mr. Hibble?

23 A. Buying poles from him.

24 Q. Buying poles. What kind of poles was that?

25 A. Shad net poles.

1           Q.           And Mr. Kellum, describe to the jury what  
2 shad net poles are.

3           A.           They're poles about that big around at the  
4 biggest end of them, and they run from 35 to 40 feet. And we  
5 just cut them and stick them in the river.

6           Q.           You did the cutting?

7           A.           Oh, yes.

8           Q.           Where did you cut these poles?

9           A.           I don't know what the name of the road is. I  
10 know it's down in the Clay Bank area.

11          Q.           Let me show you a map. This is where Route  
12 631 comes into the Clay Bank Road. Did you cut poles in the  
13 vicinity?

14          A.           I did, yes.

15          Q.           This is a swamp along here?

16          A.           Right. It's a --

17          Q.           Come over here to the jury.

18          A.           It's a ditch. There is a ditch that goes  
19 down through on that road, and the boundary line --

20          Q.           The ditch is up here.

21          A.           All right. The ditch is from here then. Mr.  
22 Hibble showed me that the ditch -- that the boundary line runs  
23 from this ditch to the stop sign to the hill and back to the  
24 swamp again. And that's where I cut them at. We cut along the  
25 edge. And I cut them there for about -- I don't know, three or

1 four years in a row.

2 Q. When was that?

3 A. I think it was '68 and '69 me and Mr. West  
4 were together. And then 1970 and '71 is when my brother and  
5 myself went fishing together. That's why I knew it was in '70.

6 Q. When you cut those poles, what would you do,  
7 would you immediately take them out of the woods, or would you  
8 bring them --

9 A. Most of the time -- we used to cut about 100  
10 a year. We'd cut about 100 like a day. And the next morning  
11 we'd tote them out and put about 20, 25 in a pile on the side  
12 of the road. And then we'd haul them to the creek.

13 Q. Who did you pay for these?

14 A. Mr. Hibble.

15 Q. Did anyone at any time when you were cutting  
16 come to you and ask you whose permission you had to cut them,  
17 or anything?

18 A. No, at no time.

19 Q. But Mr. Hibble is the one --

20 A. He's the one that showed me where the  
21 boundaries is at and told me where to cut the poles at, and  
22 he's the one that I paid. Now, who owns the land, I don't  
23 know. But Mr. Hibble is the one that I paid for the poles.

24 MR. HICKS: Thank you, sir.

25

## CROSS-EXAMINATION

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

BY MR. SOBERICK:

Q. What's the time frame that you go through in cutting pound poles? If you cut them one day -- do you cut them all in one day, sir?

A. Yeah.

Q. All right. And then how long does it take you to get them out?

A. One day.

Q. So you're on there two days?

A. Yeah.

Q. So you cut in '68, and '69, and '70, and '71. You spent a total of eight days, roughly.

A. Well, you know, that all depends on the weather, too, you know. But on the average -- on the average, see, if the weather is pretty so my brother and myself can get in the woods, we can cut 100 in like a day and the next day get them out.

Q. Did you see -- did you have to cross any fences or knock any fences down to get those poles out?

A. No.

Q. Did you see any no trespassing signs on any of the poles you took down?

A. I think there was. I think he had no



1 hunting, or something or other.

2 Q. No hunting?

3 A. I won't say that they were new signs, but I  
4 know that there were signs on them, no hunting and stuff like  
5 that on them.

6 Q. Did you see any improvements, a house or any  
7 kind of construction?

8 A. No.

9 Q. How would you describe the land? Would you  
10 describe it as cleared, or wooded, or wild?

11 A. We had to cut the briars and stuff down to  
12 get into them to get the poles.

13 Q. Would you say it was wild and uncultivated?  
14 Is that correct?

15 A. Yes, the closer you got to the stop sign, the  
16 wilder it got.

17 MR. SOBERICK: Okay. I don't have any more  
18 questions. Thank you.

19

20 REDIRECT EXAMINATION

21

22 BY MR. HICKS:

23 Q. But as I understand, you cut all along that  
24 road.

25 A. Yeah, because we had to tote them out, and we

1 wouldn't go back in there but so far because them things is --  
2 100 of them a day for two people to tote out gets heavy after a  
3 while.

4 Q. So where you were cutting them, though, was  
5 pretty close to the road?

6 A. Yeah, along the edge of the road most of the  
7 time. You know, we had to skip about to get the kinds of poles  
8 we needed because some were small, some were big ones. You  
9 know, we tried to get the ones 35 to 40, 42 foot, like that.

10 MR. HICKS: No further questions.

11 THE COURT: Any further need for Mr. Kellum?

12 MR. HICKS: I ask he be excused.

13 THE COURT: Any further need?

14 MR. SOBERICK: No, sir.

15 THE COURT: All right, Mr. Kellum, you may  
16 have a seat in the courtroom or you may leave, sir, as you see  
17 fit.

18 THE WITNESS: I think I'll leave.

19 THE COURT: All right.

20 (Whereupon, the witness was excused.)

21 MR. HICKS: The plaintiff rests, Your Honor.

22 THE COURT: The plaintiff rests. All right,  
23 sir.

24 Who is your first witness?

25 MR. SOBERICK: I want to call Charles Kerns,

1 Sr., sir. Well, I'll call Mr. Smith, then, while we're waiting  
2 for him.

3 Mr. Smith, please take the stand.

4 - - -

5 HAROLD W. SMITH

6 called as a witness, having been first  
7 duly sworn, was examined and testified  
8 as follows:

9  
10 DIRECT EXAMINATION

11  
12 BY MR. SOBERICK:

13 Q. Would you state your name for the Court,  
14 please?

15 A. Harold Smith.

16 Q. And, Mr. Smith, in 1982 did you go to the  
17 escheat sale that was held in Gloucester County?

18 A. I didn't go to it myself. Charlie Maynard  
19 went.

20 Q. Did you purchase a piece of property at the  
21 sale?

22 A. Yes, sir.

23 Q. And was the piece of -- is this -- I'm going  
24 to show you a -- Plaintiff's Exhibit No. B and ask you is this  
25 the sales contract for the property that you purchased, that

1 was purchased on your behalf.

2 A. Yes, sir.

3 Q. And what's the description of the property  
4 that you purchased?

5 A. 7.6 acres -- 66 acres, White Marsh,  
6 Gloucester Point Magisterial District; Tax Map Number: Unknown.

7 Q. And who does it say the property is in the  
8 name of?

9 A. Edward Maynard and Harold --

10 Q. No, who is the owner of the property?

11 A. Thomas Griffin Estate.

12 Q. And did you later receive a grant from the  
13 governor for this property?

14 A. Yes.

15 Q. I'm going to show you Plaintiff's Exhibit C  
16 -- Defendants' Exhibit C and ask you is this a copy of the  
17 grant that you received.

18 A. Yes, sir.

19 Q. Now, it says on there -- how did the sequence  
20 go, did this occur before you received this?

21 A. Yes.

22 Q. What is the date on this contract?

23 A. This is the one we bought, and that was the  
24 25th day of June '82.

25 Q. And what is the date of the grant?



1           A.           And the date of the grant, the 13th of August  
2    '82.

3           Q.           All right. And the property identified there  
4    is 37-82. Have you ever taken possession of Tax Map Parcel  
5    37-82?

6           A.           No, sir. 37-82 at the time showed as Taylor  
7    property.

8           Q.           Okay. So you purchased the Tax Map Parcel  
9    Unknown; is that correct?

10          A.           Yes, sir.

11          Q.           All right. And after you purchased the  
12   property of the Thomas Griffin Estate, what did you do then,  
13   sir?

14          A.           We researched -- after we purchased it? We  
15   took and found out -- went to the courthouse to find out where  
16   the Thomas Griffin Estate was and found it and came back after  
17   we found it --

18          Q.           Let me ask you this. Where did you find it?  
19   Was it found to be this tract which is identified as 9.5 acres?

20          A.           Yes, sir. It was 7.62, and there's another  
21   small piece of about two acres up on it that was on the same  
22   side of the road that Howard owned, and it was combined into  
23   the Thomas Griffin Estate right there.

24          Q.           After you located it, what did you do?

25          A.           We went and searched it out in the

1 courthouse.

2 Q. Did you hire anybody to examine the title for  
3 you?

4 A. Yes. After we had found it and searched it  
5 out and knew that it was the Thomas Griffin Estate, we went and  
6 had Catesby Jones certify the title.

7 Q. Did you talk to a surveyor at any time?

8 A. During that time?

9 Q. A surveyor, did you talk to a surveyor at any  
10 time at all from the time you purchased it -- did you hire Mr.  
11 Kerns to do a survey?

12 A. Yes. Yes.

13 Q. When did you hire Mr. Kerns to do the survey?

14 A. I don't know the date. I mean --

15 Q. All right. Is that -- is Defendants'

16 Exhibit 1, Defendants' Exhibit No. A, is this a copy of the  
17 survey that Mr. Kerns did for you?

18 A. Yes, sir.

19 Q. Now, did he do the survey before Mr. Jones'  
20 report or after Mr. Jones' report?

21 A. After.

22 Q. All right. So you went -- you went to Mr.  
23 Jones, and Mr. Jones did a title examination; is that correct?

24 A. Yes, sir.

25 Q. And after that title examination you went to

1 Mr. Kerns and had the survey done?

2 A. Yes, sir.

3 Q. And then what did you do with the survey?

4 A. Had it registered.

5 Q. Recorded?

6 A. Recorded.

7 Q. Upstairs in the clerk's office?

8 A. Yes, sir.

9 Q. And have you been paying taxes on that  
10 property since you acquired the property at the escheat sale?

11 A. Yes, sir.

12 Q. Okay. And did Mr. Kerns -- Mr. Jones certify  
13 title to you?

14 A. That that was the piece of property that we  
15 bought?

16 Q. Yes. Is that correct?

17 A. Yes.

18 Q. And you now own the entire tract; is that  
19 correct?

20 A. Yes, sir.

21 Q. And you purchased Mr. Maynard out; is that  
22 correct?

23 A. Right.

24 Q. Where do you live, sir?

25 A. Down right off of 616 and 708.

1 Q. How close is it to this piece of property?

2 A. About a mile, because from my house to the  
3 hard surface is about a mile.

4 Q. How long have you lived down at the Clay Bank  
5 area?

6 A. All my life.

7 Q. All your life?

8 A. Yes, sir.

9 Q. How old are you?

10 A. Forty-six.

11 Q. All right. At the time up until 1982 or '83,  
12 when you purchased this property, had you ever seen any fencing  
13 on this piece of land?

14 A. No, sir.

15 Q. Had you ever seen any improvements, any  
16 construction, any housing built?

17 A. No, sir.

18 Q. Had you seen any signs that anybody was  
19 claiming ownership to it?

20 A. I had seen people digging sand out of the  
21 bank down there, but that would be -- might be somebody today  
22 and somebody next week or next year. I mean, it wasn't  
23 anything every day or every year.

24 Q. Did you ever see Mr. Hibble down there on the  
25 property?



1           A.           I've seen him on the Cooke property.  
2           Q.           That's the property -- the 21 acres across  
3 the street?  
4           A.           Right.  
5           Q.           Have you ever seen him on this tract prior to  
6 buying it?  
7           A.           No, sir.  
8           Q.           Did you ever see any posted or no trespassing  
9 signs on the property for the entire life that you lived down  
10 there?  
11          A.           Not until this came up to question.  
12          Q.           When did this come to question?  
13          A.           Back in '82.  
14          Q.           Prior to that time you saw no --  
15          A.           No, sir.  
16          Q.           Prior to that did you see any no hunting, no  
17 trespassing signs?  
18          A.           I have not, no sir. I hunted on it, and I've  
19 hunted on the Selden property, and all that property on down  
20 there.  
21          Q.           And you've walked the entire tract?  
22          A.           Yes, sir.  
23          Q.           When did you -- how often did you hunt the  
24 property, sir?  
25          A.           Well, as a kid I hunted Weaver's, which was

1 right next to me. And Mr. William Weaver owned that. I hunted  
2 that and all the whole neighborhood basically, all the way.

3 Q. Was this part of the land that you hunted?

4 A. Yes, sir, that and --

5 Q. In your hunting, did you have to go into the  
6 tract or onto the property?

7 A. Of course.

8 Q. Okay. Now --

9 A. Across the stream and back over and back down  
10 toward Clay Bank.

11 Q. Do you recall a time when this property was  
12 being cultivated, or was there any open areas on this property?

13 A. No, sir.

14 Q. What's the present state of this property  
15 right now?

16 A. Natural state. Trees, vines.

17 Q. It's uncultivated?

18 A. Uncultivated.

19 Q. What's your occupation, Mr. Smith?

20 A. I work over at Anheuser-Busch, and raise some  
21 pigs, and farm some.

22 Q. Did you at all -- any time at all know of the  
23 Cooke family, Mr. Cooke family at all?

24 A. No, sir.

25 Q. Did you know Elizabeth Harwood?

1 A. Yes.

2 Q. And you know Ethel Mischue?

3 A. Right.

4 Q. And in relation to this property, would you  
5 show the jurors where Mrs. Harwood lives and Mrs. Mischue  
6 lives, if you just hold the plat up and show on this? Just  
7 show them on this in relation. Just generally speaking, where  
8 does Mrs. Harwood live?

9 A. Ms. Harwood, about a mile, a mile and a half  
10 on through this road and back down on the point, which is on  
11 Aberdeen.

12 Q. How about Mrs. Mischue?

13 A. Ethel Mischue lives -- which this is another  
14 Selden property comes up here, and lives right up in here about  
15 100 yards.

16 Q. She lives on Tax Map 37-82, doesn't she?

17 A. Right.

18 Q. And you never acquired that piece of  
19 property, did you?

20 A. No. I went to Walter Taylor and told him  
21 that that was going to be up for escheat sale.

22 Q. So you knew it was going up for an escheat  
23 sale?

24 A. 37-82 was where Ethel Mischue lives.

25 Q. This property was advertised as 37-82 at the

1 escheat, for the advertisement purpose was advertised as Thomas  
2 Griffin Estate; is that correct?

3 A. Right.

4 Q. But when it was sold, it was sold as unknown?

5 A. Right.

6 Q. Do you know if there was an announcement at  
7 the auction that said property unknown?

8 A. I wasn't there, but Maynard --

9 Q. Okay, that's fine. Don't tell me that.

10 MR. SOBERICK: I have no more questions.

11 THE COURT: Mr. Hicks.

12

13 CROSS-EXAMINATION

14

15 BY MR. HICKS:

16 Q. So, Mr. Smith, you didn't know the Cooke  
17 family, you're not familiar with people raising watermelons in  
18 this area back in the '40s?

19 A. No, sir.

20 Q. When were you born?

21 A. In '45.

22 Q. So anything -- it would be in the '50s before  
23 you --

24 A. Right.

25 Q. Had you ever seen anybody cutting any timber



1 on this property in the '60s?

2 A. I had seen somebody cutting pound poles off  
3 of it.

4 Q. You've seen people cutting pound poles on  
5 this property?

6 A. Right.

7 Q. Did you ever see any before that, when timber  
8 was cut, when you would have been a teenager?

9 A. No.

10 Q. You don't remember?

11 A. No.

12 Q. When you went hunting, you'd come across the  
13 swamp to get to the farm?

14 A. Yeah.

15 Q. Not from the road, but across the swamp?

16 A. It would be -- yeah, because where I lived  
17 I'd walk across the field and back.

18 Q. Now, you didn't go to the escheat sale?

19 A. No, sir.

20 Q. Had you, prior to the escheat sale, checked  
21 out properties in your area that were being escheated?

22 A. We did, and there was one, George Washington  
23 property, that was up the road, which I knew where the old  
24 house was and everything. We had walked over it. And that was  
25 sold. And this other one that was to be sold, which I looked

1 at the tax map number, is where Ethel Mischue lived, or the  
2 trailer was on the Taylor property, and I went to Walter and  
3 told him about that.

4 Q. So you knew that 37-82 was incorrect?

5 A. Right.

6 Q. But did you know where the Thomas Griffin  
7 property was at the time prior --

8 A. Not exact location, no, sir.

9 Q. So at the time of the escheat sale, when your  
10 partner -- because you and Mr. Maynard were partners at that  
11 time, even though you didn't go --

12 A. Right.

13 Q. -- bought this property as unknown, you did  
14 not know where this property was.

15 A. Not exactly, no, sir.

16 Q. So you and Mr. Maynard paid \$2,700 for a  
17 piece of property you didn't know where it was.

18 A. Right.

19 Q. And that's what you-all paid, \$2,700. Then  
20 you -- this is your exhibit, and this is a grant you got from  
21 the governor.

22 A. Yes, sir.

23 Q. And that grant says 37-82; is that correct?

24 A. Right.

25 Q. Did you see that at the time it was delivered

1 to you?

2 A. Yes, sir.

3 Q. And you knew, you said, that 37-82 wasn't  
4 right. Is that right?

5 A. Right. And it was the Thomas Griffin Estate,  
6 and I was trying to get --

7 Q. But it says shown as Tax Parcel No. 37-82.  
8 Did you ever do anything at that time to --

9 A. I was trying to get my other lawyer to change  
10 that.

11 Q. You didn't go back to the governor and say  
12 you gave me a deed to the wrong piece of property, did you?

13 A. I went to my lawyer, and my lawyer never did.

14 Q. So you knew when you got this piece of paper  
15 from the governor that 37-82 was incorrect?

16 A. Right, and that was sent straight on up.

17 Q. And that's the only thing you've ever gotten  
18 from the governor, isn't it?

19 A. Right.

20 Q. The only deed you have to this property, or  
21 you and Mr. Maynard have to this property, is this one that's  
22 put in here, which is a grant from the governor for 37-82.

23 A. Thomas Griffin Estate.

24 Q. Shown as Tax Map 37-82. And you admit that  
25 when you-all paid \$2,700, you were buying a pig in a poke. You

1 didn't know what -- you didn't know where it was, did you?

2 A. Not exactly.

3 Q. And you're now paying taxes on how much  
4 property?

5 A. Almost ten acres, 9.58.

6 Q. What you got from the grant from the governor  
7 only calls for 7.66 acres; isn't that right?

8 A. Right.

9 Q. And you never knew Thomas Griffin to live on  
10 this property, did you?

11 A. No, sir.

12 Q. And you used to walk it and hunt it?

13 A. Yes, sir.

14 Q. Never saw any signs that anybody ever lived  
15 on it, did you?

16 A. No.

17 MR. HICKS: No further questions.

18 THE COURT: Any redirect?

19 MR. SOBERICK: No, sir.

20 THE COURT: All right, have a seat by your  
21 attorney.

22 (Whereupon, the witness was excused.)

23 MR. SOBERICK: Call Catesby Jones, if he's  
24 here.

25 THE COURT: You got somebody else?



1 MR. SOBERICK: Charles Kerns.

2 THE COURT: Do you want somebody to notify  
3 Jones to come over here?

4 MR. SOBERICK: I think she already has, Your  
5 Honor. If he's not here, we can do Charles Kerns right now.

6 BALIFF: Senior or Junior?

7 MR. SOBERICK: Senior is fine. Junior --  
8 let's go with Charles Kerns, Jr. They all surveyed it.

9 - - -

1 CHARLES J. KERNS, JR.

2 called as a witness, having been first  
3 duly sworn, was examined and testified  
4 as follows:

5  
6 DIRECT EXAMINATION

7  
8 BY MR. SOBERICK:

9 Q. Just take a seat, sir. You've been sworn in,  
10 correct?

11 A. Yes.

12 Q. Would you please state your name, your age,  
13 and your occupation?

14 A. My name is Charles Kerns, Jr. I'm a surveyor  
15 for Chesapeake Corporation. My license is in the state of  
16 Virginia, Maryland, and Delaware.

17 Q. How old are you, Mr. Kerns?

18 A. Thirty-eight years old.

19 Q. What's your educational background?

20 A. Degree in civil engineering, background in  
21 surveying, and been surveying for 15 years.

22 Q. And what's your present position with  
23 Chesapeake?

24 A. I'm supervisor of their surveying department.

25 Q. How many surveys have you conducted in your

1 career, sir?

2 A. It's hard to put a number on.

3 Q. Over 1,000?

4 A. Probably close to it.

5 Q. Okay. And have you ever testified in court  
6 as an expert witness in surveying matters?

7 A. Yes, sir.

8 Q. More than one time?

9 A. Yes, sir.

10 Q. Have you ever qualified as an expert in this  
11 court in matters related to land surveying?

12 A. Yes, sir.

13 Q. And as a surveyor, Mr. Kerns, are you called  
14 upon to locate properties?

15 A. Yes, sir.

16 Q. Is that part of what a surveyor does? What  
17 else does a surveyor do besides locate properties?

18 A. Basically our job is to prepare the evidence  
19 that's on the ground, and through research and through ground  
20 evidence interpret where the property lines are.

21 MR. SOBERICK: Your Honor, I would ask that  
22 he be qualified as an expert in matters --

23 MR. HICKS: No problem with that, Your Honor.

24 THE COURT: All right, sir.

25 MR. SOBERICK: Thank you.

1 BY MR. SOBERICK:

2 Q. Mr. Kerns, were you engaged in 1983 by Harold  
3 Smith to locate certain property?

4 A. Yes, sir.

5 Q. Known as the Thomas Griffin Estate?

6 A. Yes, sir.

7 Q. And did you personally go out and do the  
8 legwork on that job?

9 A. Yes, sir.

10 Q. Would you tell the jury and His Honor what  
11 exactly was involved and what conclusions you reached?

12 A. Initially this same fellow, Mr. Ed Maynard,  
13 the other part owner of this property, had done some research  
14 and was interested in us surveying it. He brought what  
15 information he had to us, and my father -- I was working for  
16 him at the time -- basically did the original -- the research  
17 work and came to the conclusion as to where the property was.  
18 At that time we told Mr. Maynard to get an attorney to verify  
19 our work and get a title opinion. Which at that time we got  
20 Mr. Jones to do so.

21 Q. Why did you do that?

22 A. There was a question if this was escheated  
23 properly. The location of it was in question. We verified  
24 that as best we could in paper records, and also had Mr. Jones  
25 verify us, basically.



1 Q. Did Mr. Jones render an opinion concerning  
2 the title to this property?

3 A. His opinion --

4 MR. HICKS: Your Honor, I object to what his  
5 opinion was.

6 THE COURT: I sustain the objection.  
7

8 BY MR. SOBERICK:

9 Q. Just tell me, did he render an opinion?

10 A. Yes, he did.

11 Q. After you received that opinion, did you go  
12 out and finalize the survey?

13 A. Yes, we did. We started almost immediately.

14 Q. What did you do after receiving Mr. Jones'  
15 decision -- opinion, what did you physically do in order to  
16 establish a location definitively of this property?

17 A. Basically we had two old surveys that  
18 established boundaries on the property, and the first thing we  
19 did is just rough it in, try to find what we could on the  
20 ground to match these old surveys.

21 Q. And you were looking for the property which  
22 was known as the Thomas Griffin Estate?

23 A. Yes. We located evidence which was described  
24 on the two surveys on the ground and proceeded to set up our  
25 original traverse around the property.

1 Q. Okay. Did you see any fences on the property  
2 when you were out there? At any time at all, have you ever  
3 seen any fences on the property?

4 A. No. There's been no evidence of any  
5 occupation along the outside of the boundaries of the property.

6 Q. Have you walked the entire tract of the  
7 property, the entire boundaries?

8 A. Over the last ten years, several times. Or  
9 eight years.

10 Q. Okay. I'm going to show you a document which  
11 is identified as Defendants' Exhibit A and ask you if you can  
12 identify this survey.

13 A. This is the survey which we performed at that  
14 time. The line in question that was shown on the two plats  
15 would be this gray line.

16 A. What two plats?

17 A. The two old plates.

18 Q. That you used --

19 A. That we used. One dating 1874, Survey Plat  
20 Book 3, page 13, and one dating 1881, Survey Plat Book 3,  
21 page 69.

22 Q. Where do they line up?

23 A. They both have a common line across this  
24 grain. We even found calls on the plats that agreed right here  
25 and right at this grain, which showed up.

1 Q. What do you mean "calls"?

2 A. The previous surveyor called for trees on the  
3 ground, and we found stumps, and the distances between them  
4 checked and matched the two old plats.

5 Q. Is it commonly accepted surveying technique  
6 to match natural boundaries and trees to locate points?

7 A. Dealing with this age of survey, yes, sir.

8 Q. Okay, continue with what you did.

9 A. We continued on down the swamp, which the  
10 survey on this property showed as a line, and the survey on  
11 this tract here actually started right there and came on down  
12 the swamp, up the swamp to the road, and actually crossed the  
13 road in a little area and went back. There is a deed of record  
14 which describes this road as a boundary line.

15 Q. What road, 631?

16 A. 631 or Lawson's Lane, as it's referred to.

17 Q. Who was that deed from?

18 A. That deed was from Theophilis Stubblefield, I  
19 believe.

20 Q. What did he own?

21 A. He owned the property -- by description, all  
22 this property north of the road.

23 Q. Which is now identified as H. F. Hibble?

24 A. And W. D. Taylor property.

25 Q. Okay.

1           Q.           There were two deeds from Mr. Stubblefield  
2 describing this road, one in 1893, which described the road as  
3 a strip of land 15 feet wide, beginning at Mr. Lawson's  
4 property here and in a straight line to the Clay Bank Road.

5           Q.           Is that 616, the Clay Bank Road?

6           A.           That would be the Clay Bank Road.

7           Q.           All right.

8           A.           And it was described as a straight line. He  
9 then -- the parties in this deed were Thomas Griffin, or was  
10 one of the parties, and W. E. Lawson and Thomas Griffin and  
11 other parties over in this area were parties to this deed. He  
12 then came back in 1901, Mr. T. J. Stubblefield, and conveyed  
13 again a road which was described as a certain piece of land for  
14 a road to Clay Bank wharf, said road beginning at the same  
15 point, W. E. Lawson's land --

16          Q.           Where is that point?

17          A.           Beginning over here, beginning at Mr.  
18 Lawson's land and running on the line of the land of Thomas  
19 Griffin's estate.

20          Q.           What year was that deed?

21          A.           This was in 1901.

22          Q.           Where did it run out to?

23          A.           He described it leading out to the main road  
24 leading to Clay Bank wharf. So it began here on Mr. Lawson's  
25 property and followed Mr. Griffin's property line by this deed



1 to Clay Bank Road.

2 Q. How did that assist you in locating this  
3 property?

4 A. Basically, I interpret this thing as --  
5 almost as a boundary agreement that Mr. Stubblefield owned the  
6 land to the north, established this road, or this road was  
7 established along that line, which separated the two  
8 properties.

9 Q. The Stubblefield property and --

10 A. And the Griffin property. And this strip of  
11 land was conveyed in fee. It's a separate piece of land  
12 itself, which is now owned by the state.

13 Q. In your research, did you find what Mr.  
14 Stubblefield did with this land? Did he ever convey his tract  
15 of land out to anybody?

16 A. Mr. Stubblefield made two conveyances. One  
17 was a four acre tract, which is -- is this piece in question,  
18 right across the road from us, and the other one is a one acre  
19 tract which is in the -- out of the very northern corner of his  
20 tract of land, pretty much removed from the Griffin property.

21 Q. And who did he convey the remainder of the  
22 property to?

23 A. It originally went to -- Mr. Stubblefield  
24 conveyed 35 acres to Joseph Cooke in 1903, which is basically  
25 two years after he had conveyed this road. He conveys a piece

1 of land to Mr. Joseph Cooke.

2 Q. And what's the southern boundary of that  
3 conveyance?

4 A. In that description the southern boundary is  
5 Thomas Griffin died seized.

6 Q. It's not -- is the Selden tract mentioned in  
7 that deed at all?

8 A. Not in that deed at all.

9 Q. Okay. And in your research did you find out  
10 where the property went from Cooke, who it went to next?

11 A. Mr. Joseph C. Cooke conveyed his land to --  
12 or Joseph Cooke et aux, which would be Joseph and his wife --  
13 I'm sorry. Joseph Cooke and Louisa A. Cooke, his wife,  
14 conveyed their property to Joseph C. Cooke. This is 35 acres.  
15 And in that deed the description changed on the southern  
16 boundary calling for James Selden.

17 Q. Was there any reference to the Griffin  
18 property?

19 A. No reference at all. This was also done in  
20 1921. And there is no reference to the Griffin property or the  
21 road, either one of them.

22 Q. Did you find anything in your research to  
23 show whether Griffin had conveyed the property to Selden,  
24 perhaps?

25 A. There is no -- there is nothing of record

1 that takes any conveyances from Griffin.

2 Q. So on the date prior to the escheat of this  
3 property, that 9.5 acres of land, in your opinion, was whose  
4 property?

5 A. Thomas Griffin's estate.

6 Q. Okay. Was it ever a part of the Hibble  
7 property?

8 A. Based on our information and the title work  
9 that was done, it was never a part of the Hibble property, or  
10 Stubblefield, or any of them.

11 Q. Was it ever part of the Selden property?

12 A. No, it was never a part of the Selden  
13 property.

14 Q. Okay. Now, there is property to the east of  
15 this property which is identified as Woodberry Land Real Estate  
16 Trust. Did you have occasion to survey that property?

17 A. Just prior to our beginning on this, we were  
18 basically completing the survey work on that tract of land.

19 Q. I want to show you a copy of an exhibit. I  
20 want to show you Defendants' Exhibit D and ask you if this is a  
21 survey -- this is a description of the property which is the  
22 Woodberry Estate.

23 A. This is the property in question.

24 Q. Okay. And what is the western boundary of  
25 that property shown in that deed?

1           A.           In this description Parcel 2 is bounded on  
2 the west by the land now or formerly Thomas Griffin.

3           Q.           Did that assist you at all in your opinion or  
4 conclusions or confirm it?

5           A.           It basically agreed with our conclusions,  
6 just reinforced what we had already been led to believe.

7           Q.           And the property that Mr. Smith bought, now  
8 known as the Thomas Griffin Estate Unknown, is that 9.5 acres  
9 of property, the same parcel that was sold and that was  
10 purchased by Mr. Smith and Mr. Maynard?

11          A.           Yes, it is.

12          Q.           You have no doubt about it?

13          A.           No question.

14          Q.           Now, when you were on the property, at any  
15 time at all did you see any posted no trespassing -- prior to  
16 1983, did you see any posted no trespassing signs?

17          A.           No evidence at all of any occupation by  
18 anybody or anybody making a claim to it.

19          Q.           Did you see any improvements to the property,  
20 any construction, barns?

21          A.           There is nothing. The property is entirely  
22 wooded. Swamp on the southern end of it. It's -- was  
23 originally -- it had an old field in it that's grown up in  
24 pines, and the perimeter around that, the slopes of the hills  
25 and so forth, are hardwoods.



1 Q. Have you ever seen any posted no hunting  
2 signs on the property?

3 A. After the completion of our survey, there  
4 were several posted.

5 Q. Prior to this escheat, have you seen any  
6 evidence of occupation by anyone?

7 A. No, there was no evidence at all.

8 Q. Okay. And over what period of time did you  
9 spend in coming to this conclusion, or how much time did you  
10 spend on this?

11 A. Like I say, prior to our beginning on our  
12 field work, the research was done. And basically, before we  
13 went on the ground we knew legally where we were standing.

14 Q. How is that?

15 A. As far as the records were concerned, that  
16 this was the Thomas Griffin property.

17 Q. Is that because of Mr. Jones' help?

18 A. Well, Mr. Jones confirmed it, and with the  
19 lawyer giving a title opinion he verified that Thomas Griffin  
20 had this piece of land. It was up to us to prove the location,  
21 which we verified by the plats of record.

22 Q. Okay. Now, I'm going to show you a document --  
23 I'm going to show you a document which is shown as the deed of  
24 Cooke to Hibble. And on this deed, it's Plaintiff's Exhibit  
25 No. 2, it says that the Hibble property is bounded on the south

1 by the land of James Selden.

2 A. That's correct.

3 Q. That is not consistent with your opinion, is  
4 it, sir?

5 A. No, it isn't. This is basically a  
6 word-for-word copy of the 1921 deed from Cooke to Cooke.

7 Q. Is that the first time that the description  
8 changed?

9 A. That's basically when the problem was created  
10 was in that deed in 1921. When Joseph Cooke and his wife  
11 conveyed to Joseph C., they called for James Selden to be the  
12 southern boundary.

13 Q. Okay. And the actual southern boundary is  
14 whom?

15 A. His actual southern boundary would be the  
16 state road, or Lawson's Lane.

17 Q. Okay, if you cross -- go across the road.

18 A. If you cross it, then you hit the Griffin  
19 property.

20 Q. And you say that the property that went into  
21 Mr. Cooke from Stubblefield had what as -- what was the  
22 southern boundary of that description?

23 A. Thomas Griffin as its southern boundary.

24 Q. And now it's got a southern boundary of  
25 Selden?

1 A. James Selden.

2 Q. And in your opinion, you're comfortable in  
3 saying that's an error in drafting or a scrivener's error?

4 A. Basically, right. Basically, whoever  
5 described the property when Cooke conveyed it to Cooke just  
6 made a mistake, really, in who the adjoining owner was.

7 Q. And Mr. Cooke and his wife conveyed it to  
8 himself? Is that the Cooke to Cooke?

9 A. Well, we assume. We have no way of knowing  
10 who Joseph Cooke was and Joseph C. Cooke, if they were the same  
11 person.

12 Q. Okay. Now, you know Mr. Hibble, do you not?

13 A. Yes, sir.

14 Q. How long have you known Mr. Hibble?

15 A. I'll say 20, 25 years.

16 Q. Okay. And did Mr. Hibble ever tell you that  
17 he was -- he was attempting to acquire this land other than --  
18 other than by the land he acquired from Mr. Cooke? Did he ever  
19 tell you he was trying to adversely acquire it or take the  
20 property of somebody else?

21 A. No. We had several discussions on it over  
22 the -- probably the year following our survey. We met with Mr.  
23 Hibble, according to my records, on June the 16th, had a  
24 conference with Mr. Jones and Mr. Hibble. I cannot remember at  
25 this time -- this is June the 16th of 1983. I cannot remember

1 at this time if they were together, but we met with both of  
2 them.

3 I think my first confrontation with Mr.  
4 Hibble was in the middle of Route 631, when we were surveying  
5 it. And at that time he claimed that he owned the land, and I  
6 believe I proceeded to state as far as we were concerned who  
7 owned it and continued with my survey.

8 Q. And you noted on that survey the property is  
9 now in the land that was escheated to Smith and Maynard; is  
10 that correct?

11 A. Um-hum.

12 Q. Is that your legal opinion? I mean, is that  
13 your surveyor's opinion of who owns the property?

14 A. As a surveyor, that's my opinion, and it's  
15 based on our work and the work of Mr. Jones.

16 Q. Okay. Now, I'm going to show you another  
17 exhibit, which is a plat of -- it's Plaintiff's Exhibit No. 5,  
18 which shows -- it was prepared by John Ward. Have you ever  
19 seen that plat?

20 A. Yes, I have.

21 Q. There is a notation in two places that says,  
22 "This survey was prepared without the benefit of a title  
23 report." It has it on the top right-hand side and on the  
24 bottom right-hand side. To a surveyor why is a title report  
25 important, or how is that important?



1           A.           Well, it's becoming more and more important.  
2   Ten years ago you didn't see that. Title questions are getting  
3   fuzzier and fuzzier, and we are trained in what we do in  
4   establishing lines. We cannot guarantee title. That's not  
5   part of our job. That's part of the attorney's job. And what  
6   he's stating here to reduce his liability is that he's  
7   performed this survey, which basically he surveyed 21.02 acres,  
8   and then he duplicated our work on the 9.58 acres across the  
9   road.

10           Q.           Why do you say he duplicated your work?

11           A.           I believe he's got a statement to that effect  
12   on here somewhere.

13           Q.           If you look at the right-hand top corner, is  
14   that what you're referring to?

15           A.           He says, "The 9.58 acre parcel as shown  
16   hereon is taken from a survey from Charles Kerns dated October  
17   27, 1983, and recorded in Plat Book 20, page 438, in the  
18   Clerk's Office of Gloucester County. This survey was performed  
19   without the benefit of a title report."

20           Q.           I want to show you another document which is  
21   Plaintiff's Exhibit No. 1. And I point out to you here that on  
22   Section Parcel 37-82, was that property ever part of the Thomas  
23   Griffin Estate?

24           A.           No, it wasn't. This Parcel 82 was  
25   mistakenly identified as part of the escheat sale as the

1 Griffin property. If I can elaborate.

2 Q. Yes.

3 A. At the day of the sale -- I was at the sale,  
4 I bought property at the sale, and I had looked at this  
5 property. We knew Thomas Griffin didn't own that property.  
6 Somebody had, within the last month or two before the sale, had  
7 moved a mobile home in on the property, and we actually helped  
8 notify the fellow to clean up his -- to notify the right people  
9 so that they wouldn't sell his property in error. The day of  
10 the sale Mr. Ingles, who was the escheator for the State, made  
11 a general statement to the entire audience that was at the  
12 auction that due to recent information, basically that the  
13 37-82 was not the proper location.

14 Q. Of the Thomas Griffin Estate?

15 A. Of the Thomas Griffin Estate. And that we  
16 were selling this thing based on location unknown, but we were  
17 selling Thomas Griffin's estate, whatever it might be.

18 Q. And this was the contract that was signed at  
19 the escheat sale? You purchased some property there, did you  
20 not?

21 A. This is similar to ones I received, and  
22 that's what he's stating here. They marked out the tax map  
23 number, and they're saying the official tax map number is  
24 unknown.

25 Q. And then you went and located the property as

1 being the 9.5 --

2 A. Based on titles, not on the tax map, we  
3 located the property.

4 Q. And to a reasonable degree of surveyor's  
5 certainty, or however, you're comfortable in saying that the  
6 9.58 acre tract is the Thomas Griffin property, and it was not  
7 part of the property that Theophilis Stubblefield conveyed to  
8 Cooke?

9 A. With everything that's on record, there is no  
10 way it could have ever been part of the Theophilis Stubblefield  
11 or Joseph Cooke or Fleet Hibble property. When that road was  
12 conveyed, like I said again, that was a boundary agreement with  
13 Mr. Stubblefield. He established the road along his property  
14 with Thomas Griffin and established that point. And from this  
15 point on, as long as the road is in the same location, which we  
16 have no reason to believe it might have moved, because there's  
17 a draw along the property, number one, on a portion of this  
18 road, and the road is basically right at the top of the hill.  
19 So he pushed the property -- he pushed the road right to the  
20 edge of the useable land, is where the road is, along, I'd say,  
21 about half of that distance.

22 Q. Who is the owner of the parcel containing  
23 9.58 acres?

24 MR. HICKS: Your Honor, I have to object to  
25 that. That's a conclusion for the jury.

1 THE COURT: I sustain that objection.

2 MR. SOBERICK: I have no more questions.

3 That's all the questions I have.

4 THE COURT: I sustain that objection. That's  
5 a question for the jury to determine.

6 MR. SOBERICK: Yes, Your Honor.

7

8 CROSS-EXAMINATION

9

10 BY MR. HICKS:

11 Q. Mr. Kerns, you said that when you went out --  
12 when is the first time you ever went on this property?

13 A. Physically on the property --

14 Q. Yes, sir.

15 A. -- June the 14th.

16 Q. Of what year?

17 A. 1983.

18 Q. So physically you were on the property the  
19 first time June 14th, 1983; you found evidence where there had  
20 been a field, but it was grown up?

21 A. Yes.

22 Q. And that was there close to the road, at one  
23 part of the road?

24 A. It's -- I brought aerial photographs back to  
25 1937. I can just about tell you when the field grew up.



1 Q. When did it grow up, in the '40s?

2 A. 1947 it was still clear.

3 Q. So you could still be raising watermelons on  
4 it in 1947?

5 A. Well, I talked to adjoining neighbors that  
6 had worked the field.

7 Q. And then -- you've got the deed there where  
8 Thomas Griffin got the property, don't you?

9 A. Um-hum.

10 Q. Read what it says there about -- does it say  
11 the property in which Thomas Griffin is now living?

12 A. Right.

13 Q. Did you find any evidence of any dwelling on  
14 that property?

15 A. Evidence of a physical dwelling, no. There  
16 is a 1906 governor's quadrangle, which indicates a house.  
17 There are two or three pear trees in the vicinity of the house  
18 as described by people.

19 Q. But you didn't find any evidence?

20 A. At the time we were there, no, the house had  
21 been gone.

22 Q. And there was a field there up and until into  
23 the '40s?

24 A. Into the late '40's it was open field.

25 Q. I think you testified as to this deed, but it

1 hasn't been put in the record. Is that the one from Cooke to  
2 Cooke?

3 A. Yes.

4 MR. HICKS: Your Honor, I would offer this as  
5 an exhibit.

6 THE COURT: Plaintiff's Exhibit No. 10.

7 MR. SOBERICK: No objection, Your Honor.  
8

9 (Whereupon, Plaintiff's Exhibit No. 10 was marked for  
10 identification purposes and received into evidence.)  
11

12 BY MR. HICKS:

13 Q. I ask you, is that the deed from Cooke to  
14 Cooke dated --

15 A. Forty-five, 308, dated May the 17th, 1921.

16 Q. Now, that deed calls for what being the  
17 southern boundary of the property which later was acquired by  
18 Mr. Hibble?

19 A. On the south by the land of James Selden.

20 Q. And the survey that you made shows that the  
21 land of James Selden are to the south of what you now have as  
22 9.56 acres, but what the Griffin property said .66, right? Is  
23 that correct?

24 A. That's not my plat.

25 Q. Your plat. I'm sorry. Here's your plat.

1           A.           The difference in the acreage, the Griffin --  
2 the Selden property is to the south -- excuse me -- to the west  
3 of this. The orientation has been moved in these deed  
4 descriptions, and we're calling south west as it is today. But  
5 on the south it would be James Selden, of the Griffin property.

6           Q.           So 1921 forward the Cooke -- first Cooke and  
7 then Hibble called for it being bounded on the south by Selden  
8 property; isn't that correct?

9           A.           Since 1921, right.

10          Q.           1921 up to now it's showing their title as  
11 claimed bounded by the Selden property. So they have been  
12 claiming title since 1921 as far as deeds are concerned; isn't  
13 that correct?

14          A.           Physically as far as deeds are concerned,  
15 right.

16          Q.           Yes, sir. And you said that the description  
17 of the road, which you take to be the true boundary back at the  
18 turn of the century between the Stubblefield property and the  
19 Griffin property, is this straight line.

20          A.           One deed said a straight line, and then it's  
21 like they came back and corrected it because they realized they  
22 weren't going to build a straight road.

23          Q.           What was the next one, just says "road"?

24          A.           The road says along the Griffin property.  
25 The Griffin Estate.

1 Q. What was the date of that?

2 A. In 1893 it was a straight line, 15-foot road.  
3 In 1901 he describes it as running on the line of the land of  
4 Thomas Griffin's estate. Thomas Griffin had died by 1901.

5 Q. All right, sir. From 1901, when that deed  
6 said something about the road, until you went in 1983 and  
7 examined the records and made this survey, did you find any  
8 conveyances or anything involving the Griffin family?

9 A. I believe Mr. Jones has record of a deed of  
10 trust, and I don't have that in my possession. I guess it's  
11 been entered in Court. No actual transfers.

12 Q. No actual transfers from the Griffins?

13 A. Right.

14 Q. And what -- refer you to the deed into Conway  
15 Shield as Trustee of Woodberry, which is Defendants' Exhibit D.  
16 Could you look on the tax map and tell me what parcel that is?

17 A. It would be Parcel 74-A.

18 Q. 74-A is that parcel?

19 A. Right.

20 Q. Now --

21 A. I believe that line is indicated on our  
22 survey. It is. Where that line stops along that boundary.

23 Q. Now, there is no question in your mind, then,  
24 that the escheat of a parcel being described as Tax Map 37-82  
25 was incorrect?



1 A. Correct.

2 Q. And so at the time of the sale, it was sold  
3 as unknown?

4 A. The escheator made note of that at the sale.

5 Q. As being sold as unknown. And the last thing  
6 you have in your records involving any conveyances with Thomas  
7 Griffin was in 1901?

8 A. That's correct.

9 Q. And 20 years later, though, there is a deed  
10 from Joseph Cooke and wife to Joseph Cooke, and we don't know  
11 whether it's the same person, or son, or what, which brings the  
12 Cooke property down to the Selden property?

13 A. In two years after the road was written, the  
14 Theophilis Stubblefield deed calls it Thomas Griffin.

15 Q. Which was 18 years before?

16 A. Which was 18 years before. So sometime in  
17 that 18 years, due to Griffin's death, or whatever, the name  
18 James Selden came in as the adjoiner.

19 Q. Came in as adjoiner. That was in the deed in  
20 1921. And 30 years later, in 1951, when Mr. Hibble acquired  
21 it, it showed being bounded on the south by Selden?

22 A. The attorney basically copied the previous  
23 description.

24 Q. So you've got to go back to 1904 to get to  
25 anything with Griffin; is that correct?

1           A.           Right.

2                       MR. HICKS: No further questions.

3

4                       REDIRECT EXAMINATION

5

6 BY MR. SOBERICK:

7           Q.           One other question, Mr. Kerns. In 1977, that  
8 deed was for Woodberry; is that correct? And that refers to  
9 the Thomas Griffin Estate, doesn't it?

10          A.           The deed in the transfer to Woodberry.

11          Q.           That's right. And that was in 1977?

12          A.           Right. That same description follows through  
13 all the way back to 1892, it calls for Thomas Griffin on the  
14 west.

15          Q.           And this is the Woodberry tract that you're  
16 referring to in that deed; is that correct?

17          A.           Right here, yes, sir.

18          Q.           And where is the west according to that -- in  
19 that --

20          A.           All of this orientation is basically based on  
21 north and south like this, north being up, west being this way.  
22 So this boundary here is called for Thomas Griffin on that west  
23 side.

24          Q.           That was in 1977?

25          A.           That's in 1977.

1 MR. SOBERICK: Thank you. No more questions,  
2 Mr. Kerns.

3  
4 RECROSS-EXAMINATION

5  
6 BY MR. HICKS:

7 Q. That 1977 deed was not a deed in any way from  
8 Thomas Griffin, or the Thomas Griffin heirs, or anybody  
9 involved -- that was involved in it?

10 A. No, it's the description of the property.

11 MR. HICKS: No further questions.

12 THE COURT: Anything further?

13  
14 EXAMINATION

15  
16 BY THE COURT:

17 Q. Mr. Kerns, did anybody ever check to see  
18 whether the Seldens had any relationship, or inherited the  
19 property, or anything of that kind from the Griffins?

20 A. I talked to -- talked to three local people  
21 in the area who I'm sorry to say are all dead. A Mr. Richard  
22 Leigh --

23 MR. HICKS: Your Honor, I object to the --

24 THE COURT: I sustain the objection.

25 MR. SOBERICK: Judge, this is in reference to

1 your question.

2 THE COURT: Yes, sir. Well, I still sustain  
3 the objection. He can't -- it's just improper for him to  
4 answer it that way. I asked him if he was furnished any  
5 information, legal information, as to whether or not anybody  
6 named Selden may have inherited the property of Griffin.

7  
8 BY THE COURT:

9 Q. Do you know, Mr. Kerns?

10 A. There's nothing legal in the courthouse that  
11 states that fact.

12 THE COURT: That's all I want to know. He's  
13 probably not a man to lie, but like the ride of Paul Revere:  
14 Hardly a man alive remembers the famous day and year in the  
15 midnight ride of Paul Revere.

16 MR. SOBERICK: Yes, sir.

17 THE COURT: Any further need for Mr. Kerns?

18 MR. SOBERICK: No, sir.

19 THE COURT: Mr. Hicks, any further need?

20 MR. HICKS: No, sir.

21 THE COURT: All right, you may have a seat in  
22 the courtroom, or you may leave.

23 Next witness.

24 MR. SOBERICK: Catesby Jones.

25 (Whereupon, the witness was excused.)



1 (Whereupon, the witness was sworn.)

2 - - -

3 CATESBY G. JONES, JR.

4 called as a witness, having been first  
5 duly sworn, was examined and testified  
6 as follows:

7  
8 DIRECT EXAMINATION

9  
10 BY MR. SOBERICK:

11 Q. Mr. Jones, would you state your name, please,  
12 and your occupation for the Court?

13 A. Catesby G. Jones, Jr. I'm an  
14 attorney-at-law. I've been practicing here since 1951. That  
15 will be about 40 years.

16 Q. And what type of practice do you have, sir?

17 A. General practice.

18 Q. And what does that involve?

19 A. It involves just about everything. Personal  
20 injury, land, examination of title.

21 Q. This is a free opportunity to advertise, Mr.  
22 Jones.

23 A. Yes, sir. Well, I've done everything.

24 Q. All right. Now --

25 A. Prosecuted.

1           Q.       Have you done any work in the field of real  
2 estate?

3           A.       Indeed so, yes, sir.

4           Q.       And how many title examinations have you  
5 done, sir?

6           A.       I couldn't begin to tell you. I guess it's  
7 1,000.

8           Q.       And what is a title examination?

9           A.       Well, you look at -- you go back and you look  
10 at the deed into the person that you are examining, and then  
11 you go back and back and back. And Lawyers Title, the title  
12 company, has always -- recommends -- advises that we go back at  
13 least 60 years, so I always try to go back 60 years and connect  
14 up all the chains and the links in the title. And then when I  
15 get -- connect them all this like a chain, then I come down and  
16 look at what we would call adverse for the owners and see that  
17 they have not conveyed anything away, and look for liens and  
18 judgments, and so forth.

19          Q.       Is that done in every complete title  
20 examination?

21          A.       Every title examination, yes, sir.

22          Q.       And in conducting a title examination, how  
23 far must you go back to meet the acceptable standard of  
24 practice?

25          A.       I say 60 years.

1 Q. What's your educational background, sir?

2 A. Well, I went before the war to the University  
3 of Richmond for a year and a half. Then I was -- did a tour of  
4 duty in Europe. Then I came back and went to the University of  
5 Virginia and got my law degree at Virginia in 1951.

6 Q. Okay. And have you continuously been  
7 practicing law since 1951?

8 A. Forty years.

9 Q. Okay.

10 MR. SOBERICK: Your Honor, I would ask that  
11 he be qualified as an expert in the field of title examination  
12 and give an opinion as to the land.

13 MR. HICKS: In Gloucester County. I think  
14 he's had experience.

15 THE COURT: In Gloucester County.

16 MR. HICKS: Yes, sir.

17 THE COURT: All right.

18 MR. SOBERICK: Thank you.

19

20 BY MR. SOBERICK:

21 Q. Did you conduct a title examination at the  
22 request of Mr. Maynard and Mr. Smith on property which was  
23 identified as the Thomas Griffin Estate?

24 A. Yes, I did.

25 Q. And when -- when were you first contacted

1 concerning that property?

2 A. Well, I've been looking at this for some  
3 time, some years, but I brought it all up-to-date and  
4 everything recently.

5 Q. But when were you first contacted? Do you  
6 have a record?

7 A. Oh, I don't --

8 Q. Just generally speaking, what --

9 A. I think about 1983, or something like that.  
10 I systematically examined this title just recently. But I  
11 looked at all the links in the chain way back.

12 Q. So you first started doing --

13 A. Oh, yes.

14 Q. -- title work for this in 1983?

15 A. Not '83. 198 -- did you say 1883?

16 Q. 1983, sir.

17 A. 1983, yes, something like that, sometime.  
18 I've got the file right here.

19 Q. What was the purpose of them employing you to  
20 do the title examination?

21 A. They wanted to know, Mr. Smith and Maynard  
22 wanted to know how they stood and everything, because I think  
23 they had some trouble with Mr. Hibble.

24 Q. Stood in relation to what?

25 A. In relation to this piece of land that they



1 both bought at the escheat sale.

2 Q. And did you examine this property, Thomas  
3 Griffin Estate?

4 A. Yes. Yes, sir.

5 Q. And how far back did you go in examining this  
6 property?

7 A. Systematically, I went back to the first --  
8 to Thomas Griffin, and he got it in 1906. I've got all the  
9 links in that right here. There are not very many links.

10 THE COURT: You say 1906?

11 THE WITNESS: Yes, sir.

12 THE COURT: When he first got it?

13 THE WITNESS: Thomas --

14 THE COURT: Well, I'm -- excuse me. I want  
15 to be sure I understood you, Mr. Jones.

16 THE WITNESS: Yes, sir.

17 THE COURT: You say he first got the property  
18 in 1906?

19 THE WITNESS: Let's see, adverse -- September  
20 the 12th, 1906. But it goes back before him.

21 THE COURT: That's when he says he got it.

22 MR. SOBERICK: Mr. Jones --

23 MR. HICKS: Your Honor, I object to his  
24 rehabilitating his own expert.

25 MR. SOBERICK: I haven't even asked the

1 question, Your Honor.

2 THE COURT: Mr. Soberick has not been  
3 involved since the answer was given. I caught the '06 compared  
4 to the '01 that Mr. Kerns was talking about.

5 MR. HICKS: He was dead.

6  
7 BY MR. SOBERICK:

8 Q. Mr. Jones, I'm going to show you a deed which  
9 is recorded in Deed Book --

10 A. Wait a minute. It was 1896. I can't -- I'm  
11 sorry. It's very hard to read. It was recorded in 1898, I  
12 think, in this deed. Here it is right here.

13 Q. That is the deed from who to whom?

14 A. That is from George D. Stubbs and Mattie, his  
15 wife, to Thomas Griffin, September the 2nd, 19 -- 1896.

16 Q. Okay. And has that deed been recorded, sir?

17 A. Yes, sir.

18 Q. And where was it recorded?

19 A. Deed Book 22, at page 181.

20 MR. SOBERICK: And, Your Honor, I'd like --  
21 well, if we can do this. We've got the documents from --

22 THE WITNESS: I got the whole thing right  
23 here.

24 MR. SOBERICK: Just to save the number of  
25 exhibits, we've got the chain of title for both Hibble and

1 Maynard. If we could just introduce them as one joint exhibit  
2 for Hibble and Maynard.

3 MR. HICKS: I don't have any problem with  
4 that.

5 MR. SOBERICK: Unless you want to do each  
6 document individually.

7 THE COURT: I don't have any problem with  
8 anything.

9  
10 BY MR. SOBERICK:

11 Q. Let's go through the title, Mr. Jones, before  
12 we introduce any exhibits.

13 A. Well, what I have here is first a deed from  
14 George D. Stubbs and Mattie -- Hattie or Mattie -- Mattie  
15 Stubbs, whoever it is -- Hattie Stubbs, September the 12th --  
16 looks like September the 2nd, but I think it's September 12,  
17 1896.

18 Q. And who is that deed to, sir?

19 A. To Thomas Griffin.

20 Q. How is that property bounded?

21 A. All right, sir, it was bounded on the north  
22 by Theophilis Stubblefield, on the east by lands of Thomas  
23 Lawson, on the south by lands of M. W. Pointer and others, and  
24 on the west by the main road leading to Clay Bank, and being  
25 the same land purchased by the said George D. Stubbs of J. N.

1 Stubbs, Special Commissioner, in the suit of Leigh versus  
2 Wilkins.

3 Q. Now, if I can just -- from that point  
4 forward, when Mr. Stubblefield acquired the property -- Mr.  
5 Griffin acquired the property in 1896, would you please tell  
6 the jury and His Honor the chain of title for that property,  
7 would you go through it?

8 A. Yes, sir. Well, the first link starts in  
9 1896 right here. It's hard to read, but it's 1896. No other  
10 links until Charles S. Robb, Esquire, governor of Virginia,  
11 conveyed the property to Edward W. Maynard, IV and Harold W.  
12 Smith as tenants in common on -- in 1982. And then there is  
13 the deed of trust, right after the purchase money there's a  
14 deed of trust, which was in 1896, September 12th. The same day  
15 as the deed. There are no other adverse conveyances. Here are  
16 all the Thomas Griffin --

17 Q. Mr. Jones, if I could. In your opinion, the  
18 property was acquired by Mr. Griffin in 1896?

19 A. Yes, sir.

20 Q. At no time was there any conveyances out,  
21 based on your examination, until 1983, when Governor Robb,  
22 through an escheat process --

23 A. That is correct. Now, I brought that  
24 up-to-date yesterday.

25 Q. Is that through yesterday?



1           A.           Yes, sir. And there's no other -- it's all  
2 in Thomas Griffin, and I will put this in --

3           Q.           Yes, sir.

4           A.           There are two road deeds way back that Thomas  
5 Griffin's name is mentioned for this road they call the  
6 Lawson's Lane. It's a public road now. It's 631.

7           Q.           I'm going to show you this plat and ask if  
8 this is the road you're talking about, sir, this road right  
9 here. Is this the road you're talking about?

10          A.           Yes, sir, that's 631.

11          Q.           And you found those deeds, also?

12          A.           Yes, I found those two deeds. There they  
13 are.

14          Q.           If you would look at those deeds.

15                   MR. SOBERICK: I'd like to introduce --

16                   THE WITNESS: This is my title abstract right  
17 here.

18                   MR. SOBERICK: I don't need your handwritten  
19 notes, I just need your --

20                   THE WITNESS: Here you are, all the abstracts  
21 -- adverses, too. You don't want that. All the titles were  
22 like that. Not very many links.

23  
24 BY MR. SOBERICK:

25           Q.           This is the actual conveyances that you have

1 found on the property; is that correct?

2 A. Yes, sir. And these are adverse conveyances  
3 of all the Thomas Griffin in Gloucester County from that date  
4 to the time that Mr. Maynard and Smith got the property from  
5 Governor Robb.

6 Q. Now, how did Governor Robb get the property?

7 A. Well, I think there's a statute that empowers  
8 him to sign the deed in this escheat -- these escheat deeds.

9 Q. I'm going to show you a document which is  
10 Deed Book -- recorded in Deed Book 283, at 619 and ask you if  
11 this is the escheat of that property.

12 A. I'm familiar with these documents here --  
13 MR. HICKS: Page 13.

14 THE WITNESS: Page 13? I'm very familiar  
15 with these.

16  
17 BY MR. SOBERICK:

18 Q. And that's the way the property gets into  
19 Mr. --

20 A. Yes, sir.

21 Q. -- Governor Robb; is that correct?

22 A. That's right.

23 MR. SOBERICK: All right. Your Honor, I'd  
24 like to introduce this package as a joint exhibit.

25 THE COURT: Is that all you're going to put

1 in on this?

2 MR. SOBERICK: On this title.

3 THE COURT: All right. I'm just following  
4 your suggestion that you're going to put them all in at one  
5 time.

6 MR. SOBERICK: Just on this title, Your  
7 Honor.

8 THE COURT: All right. It will be  
9 Defendants' Exhibit F. Marked and introduced as F.

10

11 (Whereupon, Defendants' Exhibit F was marked for  
12 identification purposes and received into evidence.)

13

14 BY MR. SOBERICK:

15 Q. Now, Mr. Jones, prior to the escheat, who was  
16 legal title to this property in, Mr. Jones?

17 A. Thomas Griffin.

18 Q. His estate?

19 A. Yes, sir, I guess it was his estate, yeah.

20 Q. And do you know where this property is  
21 physically located, sir?

22 A. Well, from that description there, it has to  
23 be on this road here they call Lawson's Lane. Now, it's public  
24 road 631.

25 Q. Why is that?

1           A.           Well, all those -- the descriptions and so  
2 forth, they say it's on this road, and the adjoining property --  
3 Conway H. Shield, III, Trustee, and that's a group -- maybe Mr.  
4 Hibble is in that group. He was in that group. I represented  
5 Mrs. Weaver, who was the seller of that Woodberry Land Trust, and  
6 all the deeds in that chain, which I have right here, all mention  
7 on the west by --

8           Q.           On the west of what, sir?

9           A.           On the west of this piece of land here.

10          Q.           All right.

11          A.           By Thomas Griffin.

12          Q.           Okay.

13          A.           But Thomas Griffin is definitely in there.

14          Q.           So in your opinion, this 9.5 acre tract --  
15 MR. HICKS: Your Honor, I have to object to --  
16 THE COURT: I sustain the objection. I

17 sustain it.

18                       MR. SOBERICK: On what's the basis, Your  
19 Honor?

20                       THE COURT: In his opinion, who is the owner  
21 of it?

22                       MR. SOBERICK: In his opinion, where is the  
23 legal -- where is the Thomas Griffin property located.

24                       THE COURT: I don't think he can be prepared  
25 to say. That's a surveyor's job.



1 MR. SOBERICK: All right. And in his  
2 opinion, who is the owner of this 9.5 acre tract.

3 MR. HICKS: I'd object, Your Honor. I object  
4 as to who in his opinion is the owner. That's the ultimate  
5 question for the Commissioner.

6 THE COURT: That's true.

7 MR. HICKS: I think this. I think he can say  
8 in his opinion the old deed, what does that describe.

9 THE COURT: What does the old deed show.  
10 Again, the jury is here, Mr. Soberick, to determine who owns  
11 it.

12  
13 BY MR. SOBERICK:

14 Q. Now, Mr. Jones, did you also do the title for  
15 the property to the north of Mr. Hibble?

16 A. You mean the -- across the road?

17 Q. Yes, sir.

18 A. I didn't do that title, but I have gone  
19 through that, and I'm very familiar with it. I drove by there  
20 this morning, and everything that I see on the ground fits with  
21 what's on the tax maps, and so forth. And I have -- yes, I  
22 have gone back on that. Let me see where it is. I've linked  
23 up the -- I've got all the links in that one. I didn't do it  
24 systematic like I did the Smith and Maynard.

25 Q. Have you been able to establish the title to

1 that property through your efforts, sir?

2 A. Yes, sir.

3 Q. Would you mind telling the Court what the  
4 chain of title from the Hibble property is?

5 A. All right. The first in 1903 is T. J.  
6 Stubblefield to Joseph Cooke. That's the first link in the  
7 Hibble title. The next link is Joseph Cooke and wife to Joseph  
8 C. Cooke, 35 acres.

9 Q. And what is the -- what is the -- what is the  
10 southern boundary of the property from Stubblefield into Cooke?  
11 What is the southern boundary?

12 A. Stubblefield into Cooke?

13 Q. Yes, sir.

14 A. All right. All right. The southern  
15 boundary. Okay, on the south by the lands of which Thomas  
16 Griffin died seized. And that was in 1903. So Thomas Griffin  
17 had to have been dead before 1903.

18 Q. All right. And then continue. Mr.  
19 Stubblefield conveyed to Joseph --

20 A. All right, Stubblefield to Joe Cooke. Okay.  
21 This is link one. Link two would be Joseph Cooke to Joseph C.  
22 Cooke, 35 acres. Okay.

23 Q. And what is the southern boundary at that  
24 description?

25 A. All right, that southern boundary is --

1 that's 1921. North by lands of which Edmond Gregory died  
2 seized, on the east by lands of Hal D. Leigh, on the south by  
3 land of James Selden, on the west by the main county road  
4 leading from Howard's Store to Clay Bank.

5 Q. So that description, sir, is different than  
6 the description of the property that went into Mr. Cooke?

7 A. Yeah. Yeah, that's it right there.

8 Q. And then continue with -- after Mr. Cooke got  
9 the property, what's the next conveyance?

10 A. Mary Catherine Cooke Wilson on May the 31st,  
11 1951, to H. F. Hibble, 30 acres. Now, that is the 35 acres  
12 less one acre and four acres.

13 Q. Okay. Now --

14 A. Do you want this?

15 Q. Yes, sir, I want that.

16 A. Certified copies. All right.

17 Q. And that is into Mr. Hibble; is that correct?

18 A. That's into Mr. Hibble.

19 Q. Did you find any conveyances of this property  
20 out from Mr. Hibble?

21 A. I did not look for it. I can go up --

22 Q. That's all I asked.

23 A. The other property, if you want the out  
24 conveyances from Joseph Cooke to J. Hairston Seawell, one acre,  
25 and Joseph Cooke -- let's see. I'm sorry. Yeah Joseph C.

1 Cooke to Hairston Seawell, one acre on the Clay Bank Road.  
2 That's a north conveyance. And then Maria F. Taylor to Jesse  
3 B. Taylor and Marie V. Taylor, four acres.

4 Q. You also mentioned the conveyance, I believe,  
5 of Mr. Cooke and his wife to Mr. Cooke; is that correct?

6 A. Yeah, that's the 1921, I think.

7 Q. Okay. Do you have the documents for that  
8 title, sir?

9 A. I've got these documents here. And I also --  
10 the land -- the four acres was later platted and --

11 Q. That's fine. I mean, the four acres is right  
12 here; is this correct? Is right here, sir? This is the 4 acres  
13 we're talking about, right in here?

14 A. Yes, sir. That was later platted by R. F.  
15 Heywood. I got all this.

16 Q. May I have the documents that constitute the  
17 chain of title into Mr. Hibble?

18 A. I got all this. This is the Hibble property.

19 Q. Yes, sir, that's what I mean.

20 A. Okay.

21 Q. You mentioned two road deeds, sir. Is that  
22 correct?

23 A. Yes.

24 Q. Would you tell how they were significant or  
25 how they --



1 MR. SOBERICK: Your Honor, I would first like  
2 to have these documents exhibited.

3 THE COURT: Introduced and marked as  
4 Defendants' Exhibit G.

5 MR. SOBERICK: Collectively as the title of  
6 Hibble.

7  
8 (Whereupon, Defendants' Exhibit G was marked for  
9 identification purposes and received into evidence.)  
10

11 BY MR. SOBERICK:

12 Q. Now, you mentioned two road deeds, Mr. Jones.  
13 Would you tell what significance those have in -- or how they  
14 assisted you in your examination of this property?

15 A. Well, they both say that they're bounded --  
16 the road bounded by lands of Thomas Griffin, both of them do.

17 Q. What is that road, sir? Is that this road  
18 631 on this plat?

19 A. Yes, sir.

20 Q. Is that it right there?

21 A. Yes, sir.

22 Q. May I have those documents?

23 A. The other two are road deeds.

24 THE COURT: Are they the same conveyances  
25 that Mr. Kerns talked about, which he determined to be a

1 boundary line?

2 MR. SOBERICK: Yes, Your Honor. We'd  
3 introduce the deeds, introduce the two road deeds.

4 THE CLERK: Separate?

5 MR. SOBERICK: No, they can be individual --  
6 road deeds combined.

7 THE COURT: H.

8 MR. SOBERICK: They can be combined.

9 THE COURT: Defendants' Exhibit H.

10

11 (Whereupon, Defendants' Exhibit H was marked for  
12 identification purposes and received into evidence.)

13

14 MR. SOBERICK: Mr. Jones, did you find --

15 THE COURT: Just a moment. Just a moment. I  
16 don't think it's proper for Mr. Kerns to be handling some notes  
17 of some kind to be handed to you. He --

18 MR. HICKS: No, sir. He's been in the  
19 courtroom since --

20 THE COURT: He's already testified, but I  
21 still don't think it's proper for him to hand notes to the  
22 counsel table.

23 MR. SOBERICK: I didn't even see it.

24 THE COURT: Well, you will see it ultimately.  
25 Would you give it back to him, please, sir?

1                   Mr. Kerns, I don't know why you -- you  
2 haven't been in my court before doing things like that, I  
3 promise you.

4                   MR. KERNS: I'm sorry, Your Honor.

5  
6 BY MR. SOBERICK:

7                   Q.       Mr. Jones, have you ever visited this  
8 property, sir?

9                   A.       This morning I drove by there.

10                  Q.       Prior to that time?

11                  A.       Oh, lots of times.

12                  Q.       Okay. And --

13                  A.       I'm a neighbor.

14                  Q.       You're a neighbor?

15                  A.       Well, I'm in the York River community. I  
16 live down the York River.

17                  Q.       And how long have you been familiar with the  
18 location of this property?

19                  A.       All my life.

20                  Q.       And how long have you been in Gloucester  
21 County?

22                  A.       Since I was born.

23                  Q.       Have you ever seen, prior to 1983, have you  
24 ever seen any no trespassing signs up on that property?

25                  A.       No, I never looked for that.

1 Q. Have you ever seen any fences on the  
2 property?

3 A. No, sir, I haven't seen any fences on the  
4 property.

5 Q. Have you ever seen any improvements to the  
6 property, any construction of any type?

7 A. No, sir. I seen a trailer stuck back up  
8 there. I don't know what that is.

9 Q. Okay, sir. But prior to 1983.

10 A. Oh, no.

11 Q. And that trailer that you saw up there,  
12 that's just been there a couple of years; is that correct?

13 A. I don't know how long it's been there.

14 Q. Would you describe the trailer, Mr. Jones?  
15 Is it occupied?

16 A. It's not much of a trailer.

17 Q. It's just a piece of trash that's been stuck  
18 on the property?

19 A. Yes, sir.

20 Q. Now, Mr. Jones, have you ever seen any no  
21 hunting signs on the property?

22 A. Didn't look for them.

23 Q. Have you seen any signs at all that would put  
24 you on notice that someone was claiming ownership to that  
25 property?



1           A.           No, sir. I've been by there -- like I say,  
2 I've been aware of this case for -- I'd say since '83 or  
3 something -- for many -- at least five years or better. No, I  
4 haven't seen any signs. I haven't looked for them, really.  
5 But this morning I didn't see anything.

6           Q.           Okay. And you don't recall seeing anything?

7           A.           No, sir.

8           Q.           Have you ever seen that property -- do you  
9 recall seeing that property clear-cut at any time at all?

10          A.           No, sir.

11          Q.           Have you ever seen any signs of --

12                       MR. SOBERICK: I'll withdraw that, Your  
13 Honor.

14  
15 BY MR. SOBERICK:

16          Q.           In your opinion, Mr. Jones, based on your  
17 title examination, was the Thomas Griffin Estate property ever  
18 a part of the Hibble tract?

19          A.           Across the road? No, sir.

20          Q.           Okay. In your opinion, based on your title  
21 examination, was the Thomas Griffin tract, the 9.5 acres, ever  
22 a part of the Selden property?

23          A.           No, sir.

24          Q.           And in your opinion, Mr. Jones, was the 9.5  
25 acre tract ever part of the Woodberry tract?

1           A.           No, sir.

2                       MR. SOBERICK: I have no more questions.

3

4                               CROSS-EXAMINATION

5

6 BY MR. HICKS:

7           Q.           Mr. Jones, pick up with Woodberry. You said  
8 the Woodberry was owned by the Weavers, and you represented  
9 Mrs. Weaver.

10          A.           Yes, sir.

11          Q.           And you said Mrs. Weaver is the one that sold  
12 it to Woodberry Land Trust.

13          A.           William D., I think.

14          Q.           William D. Weaver. So there is a deed to  
15 Woodberry Land Trust from Richard Crews, which has been put  
16 into evidence as Exhibit D. Then you're not familiar with  
17 that, are you?

18          A.           I think I am. I got that right here.

19          Q.           Deed from Richard Crews?

20          A.           To who?

21          Q.           Woodberry Land Trust.

22          A.           I think I got it right here.

23          Q.           But you said that Mrs. Weaver, Mrs. William  
24 Weaver, is the one that conveyed the land into Woodberry Land  
25 Trust.

1           A.           Let's see, I got that, all of that. Which  
2 deeds are you referring to?

3           Q.           I'm referring to the one that Mr. Soberick  
4 asked you about that mentioned Thomas Griffin.

5           A.           What's the date of that deed?

6           Q.           19th of April 1977.

7           A.           Deed Book 199, page 639. Here it is.

8           Q.           But that's not from the Weavers.

9           A.           That's from Richard A. Crews.

10          Q.           Richard A. Crews and Elizabeth Crews?

11          A.           Yes, sir.

12          Q.           And you had some problems with him, haven't  
13 you?

14          A.           Problems with Mr. Crews?

15                   MR. SOBERICK: Objection. I don't know what  
16 the relevancy of that is, Your Honor.

17                   MR. HICKS: You're the one putting the deed  
18 in.

19                   MR. SOBERICK: What's the relevancy if he has  
20 any problem with Mr. Crews?

21                   THE WITNESS: I don't have any problem with  
22 Mr. Crews. Mr. Crews --

23                   THE COURT: Just a moment. There is a  
24 question you asked him about Weaver conveyed it, and it's  
25 certainly a proper question.

1 THE WITNESS: Mr. Crews and me have locked  
2 horns on the tennis courts, Your Honor.

3  
4 BY MR. HICKS:

5 Q. So the deed that Mr. Soberick referred to is  
6 not from the Weavers, it's from a Richard Crews?

7 A. Richard Crews to the Woodberry Real Estate  
8 Land Trust.

9 Q. Mr. Jones, you've got the deed. The deed  
10 into Thomas Griffin talks about the main road to Clay Bank;  
11 isn't that right?

12 A. Yes, sir.

13 Q. The main road to Clay Bank --

14 A. 616.

15 Q. -- is 616?

16 A. Yes, sir.

17 Q. It's not 631?

18 A. Yes, sir.

19 Q. And the deed into Thomas Griffin doesn't  
20 refer to 631, or Lawson's Lane, or anything else, does it?

21 A. No.

22 Q. Does it?

23 A. Well, you've got it right here.

24 Q. All right, let's look at it.

25 A. Is that an exhibit?



1 Q. Make sure we get the right one.

2 A. Didn't have the route numbers back then.

3 Q. Let me ask you to look at the deed into --  
4 deed into Thomas Griffin.

5 A. Way back.

6 Q. I don't see it here.

7 A. It's there.

8 THE COURT: The deed into Thomas Griffin is  
9 dated in 1896.

10 MR. HICKS: 1896.

11 THE WITNESS: Yes, sir. Is that -- wait a  
12 minute, you're looking at Mr. Hibble's documents, aren't you?

13 MR. HICKS: I'm sorry. Here we are. I  
14 apologize to the Court and to the jury for taking the time.

15 THE WITNESS: That's the road, I think, those  
16 two --

17 MR. HICKS: Yes. I'm looking for the deed  
18 into....

19 THE COURT: Who do you want, Mr. Hicks?

20 MR. HICKS: Your Honor, I want the deed, the  
21 1896 deed to Thomas Griffin.

22 THE COURT: Maybe this is it.

23 MR. HICKS: I don't think it is. Mr. Jones  
24 testified --

25 THE WITNESS: Yeah, that's it. That's it.

1 That's my abstract, title abstract.

2

3 BY MR. HICKS:

4 Q. Read the description of the deed into Thomas  
5 Griffin in 1886. Eighteen -- yeah, 18 --

6 THE COURT: Ninety-six.

7

8 BY MR. HICKS:

9 Q. Ninety-six deed.

10 A. 1896. It looked like 1906.

11 Q. It's 1896. I think we all agree that's what  
12 it is.

13 A. Two notes of \$30 each of -- with general  
14 warranty, all that --

15 Q. No, I don't want -- I just want the boundary.

16 A. All right. "All that certain lot or parcel  
17 of land upon which the road upon which the said Thomas Griffin  
18 has resided and situated on the main road leading to Clay Bank  
19 and containing 7 and 5/8 acres and all appurtenances there and  
20 to belonging." Let's see. Okay. "On the north by lands of  
21 Theophilis Stubblefield, on the east by lands of Thomas Lawson,  
22 on the south by lands of M. W. Pointer and others, and on the  
23 west by the main road leading to Clay Bank and being the same  
24 land of which George D. Stubbs," and so forth.

25 Q. So that doesn't mention Route 631, which I

1 think we all agree was not a county road at that time.

2 A. No, it wasn't.

3 Q. Doesn't mention it as a lane or anything  
4 else, does it?

5 A. No.

6 Q. And, Mr. Jones, during the title examination  
7 for the Maynard -- your clients, Maynard and Smith --

8 A. Yes, sir.

9 Q. -- you had that Griffin deed. And the next  
10 thing you said you had was ---

11 A. Governor Robb.

12 Q. Was Governor Robb's. Well, how did it get  
13 from Griffin into Governor Robb?

14 A. Well, you know.

15 Q. It's an escheat, isn't it?

16 A. Yes, sir.

17 Q. And introduced in here, the escheat document  
18 on page 13 --

19 A. Yes, sir.

20 Q. -- it has Thomas Griffin Estate, 7.66 acres  
21 White Marsh. This is Clay Bank, not White Marsh, right? And  
22 then it has Parcel 37-82. Isn't that correct?

23 A. Yeah.

24 Q. That's what was escheated.

25 A. On that list.

1 Q. Yes, sir. And the deed from Governor Robb  
2 says Thomas Griffin Estate?

3 A. 37-82.

4 Q. Lying in the County of Gloucester, White  
5 Marsh. How far from White Marsh to where this --

6 A. Well, I think some people out there get their  
7 mail at White Marsh today because it's a pretty good --

8 THE COURT: The question is how far is White  
9 Marsh from this property, Mr. Jones.

10 THE WITNESS: I would say, Your Honor, about  
11 five or six miles.

12

13 BY MR. HICKS:

14 Q. Five or six miles shown as Tax Map 37-82?

15 A. Yes, sir.

16 Q. And this -- what you are describing as this  
17 9.58 acres has never been shown as Tax Map 37-82, has it?

18 A. I think somebody in Richmond made a mistake.

19 Q. But that's the deed that your client had?

20 A. Yes, sir.

21 Q. And that's the only deed they have?

22 A. Yes, sir.

23 Q. Mr. Jones, back in -- you think you started  
24 practicing in 1951.

25 A. Yes, sir.



1 Q. And did you go in an office that was already  
2 in existence?

3 A. Yes, sir, I helped my father.

4 Q. What was his name?

5 A. Graham Jones, they called him. Judge Graham  
6 Jones. He was a general -- he was a trial justice.

7 Q. All right, sir. And I ask you, you're  
8 familiar with the deed into Mr. Hibble, right?

9 A. Yes, sir.

10 Q. And right behind that deed to Mr. Hibble is a  
11 deed of trust which is Plaintiff's Exhibit No. 3.

12 A. Yes, sir.

13 Q. Which is the deed of trust from Mr. Hibble to  
14 who?

15 A. To my father, trustee for Bank of Gloucester.

16 Q. All right, sir. And it's on what piece of  
17 property? It's on two parcels of property.

18 A. Yes, sir.

19 Q. What's one of them?

20 A. One of them is 30 acres.

21 Q. Thirty acres?

22 A. Yes, sir.

23 Q. And your father -- was that prepared by your  
24 father?

25 MR. SOBERICK: Objection, Your Honor.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

BY MR. HICKS:

Q. It was notarized in your father's office,  
wasn't it?

A. I would say it was. My father's trustee.

THE COURT: Just a moment.

MR. SOBERICK: It's not been established that  
he knew whether his father prepared this thing or not. And to  
say that he did, he wasn't practicing with Mr. Jones at the  
time.

MR. HICKS: I said was it.

THE WITNESS: I hadn't graduated from law  
school on June the 2nd, 1951. I think I graduated about ten  
days afterwards.

BY MR. HICKS:

Q. All right, sir. Who was your father's legal  
secretary at the time?

A. Hettie Jones.

Q. Who is the notary on that deed?

A. Hettie Jones.

Q. Did you ever know a Mr. S. W. Ashley?

A. Yes, sir. Steve Ashley. Shanghai.

Q. Did you ever prepare a timber contract  
between Mr. Ashley and Mr. Hibble?

1 A. Yes.

2 Q. And where was the property that the timber  
3 was being sold off of?

4 A. It was in the late '60s. Where is the deed,  
5 a copy of the deed?

6 Q. It's in this pile somewhere.

7 A. Yeah. Yes, sir. Well, that deed I didn't do  
8 -- I didn't do any title work over there on that deed. It's a  
9 timber deed. I'm very familiar with it. Now I am. Very  
10 insignificant.

11 Q. It's a timber deed.

12 A. Yes, sir.

13 Q. That you prepared for Mr. Ashley.

14 A. For Mr. Ashley. And he paid me.

15 Q. And Mr. Ashley paid you.

16 A. \$10.

17 Q. Buying timber from Mr. --

18 A. Yes, sir.

19 Q. -- Mr. Hibble.

20 A. 1964.

21 Q. And where was that timber located?

22 A. Oh, that was -- that's about where the  
23 property is located.

24 Q. That timber that Mr. Hibble sold to Mr.  
25 Ashley in 1964 was in this piece of property --

1           A.           Sounds like it, but --

2           Q.           -- 9.5 -- I know you didn't do any title  
3 exam, but did you --

4           A.           Didn't do any title examination --

5           Q.           But there was a timber transaction that took  
6 place in your office?

7           A.           Yes, sir. And a diagram was drawn by Mr. --  
8 I think it was Mr. Hibble, or at Mr. Hibble's directions, and I  
9 have that here.

10          Q.           And that was -- that was off this piece right  
11 there.

12          A.           Yes, sir. I didn't know anything about all  
13 this.

14          Q.           I want to ask you one more question. You  
15 said that a prudent title examination, and Lawyers Title and  
16 title insurance companies require you to go back 60 years.

17          A.           Yes, sir.

18          Q.           So in 1981, if anybody went back 60 years  
19 examining Mr. Hibble's title, what would they find in that  
20 chain of title?

21          A.           Well, where's the --

22          Q.           They'd find that Joseph Cooke to Joseph C.  
23 Cooke deed, wouldn't they?

24          A.           Yes, sir.

25          Q.           Which said it was bounded on the south by the



1 Seldens. Is that correct?

2 A. Well, that was in 1921, a jump there. But  
3 before that it was bounded on the south by Thomas Griffin.

4 Q. But you said that a prudent title examiner,  
5 they consider 60 years being enough.

6 A. Yeah.

7 Q. So if you go back sixty --

8 A. Sometimes, Mr. Hicks, I go back to the very  
9 beginning --

10 Q. I understand.

11 A. -- to get the description.

12 Q. But if you went back 60 years from 1981, at  
13 the time all this escheat was taking place, on Mr. Hibble's you  
14 would find 35 acres and being bounded by Selden. And your  
15 testimony is after that time Cooke sold one acre to Seawell and  
16 four acres to Taylor.

17 A. Yes, sir.

18 Q. And then in 1951, Cooke sold 30 acres to Mr.  
19 Hibble.

20 A. Yes, sir.

21 Q. Bound by Selden.

22 A. That's what it says.

23 Q. All right, sir. So as far as the description  
24 in Mr. Hibble's deed, bound by Selden takes in the piece of  
25 land that's in controversy here?

1 A. What is that again? Description of --

2 Q. The description in Mr. Hibble's deed it was  
3 bounded on the south by Selden, it takes in the piece of land  
4 that's in controversy here, doesn't it? I'm just talking about  
5 the description.

6 A. The "it being" clause I think goes back, and  
7 you can connect up the links, and you see --

8 Q. Said it being the same one in 1921, which  
9 takes in the Selden.

10 A. Yes, sir. But before that it was bounded by  
11 Thomas Griffin.

12 Q. So when you go back to --

13 A. Everybody forgot about Griffin in the 20th  
14 century.

15 Q. So there is nothing concerning Griffin, then,  
16 since the early 1900s?

17 A. Yes, sir.

18 MR. HICKS: No further questions.

19 THE WITNESS: But everybody forgot about  
20 Griffin.

21 MR. HICKS: No further questions.

22

23 REDIRECT EXAMINATION

24

25 BY MR. SOBERICK:

1 Q. Mr. Jones, you said you referred to a diagram  
2 when you did the timber deed.

3 A. Yes, sir.

4 Q. Do you have a copy of that diagram that you  
5 referred to?

6 A. Yes, I think so. Right there.

7 Q. And this was provided to you by Mr. Hibble?

8 A. Well, Mr. Hibble was present, and I think  
9 this is my handwriting there. And Mr. Hibble, I think, told me  
10 where the property was.

11 Q. It's got the name of Griffin in there.

12 A. Yeah, it's got Griffin in there and Selden.

13 Q. And that's 1964?

14 A. '64. Griffin.

15 Q. Mr. Hibble has testified that he didn't hear  
16 of Thomas Griffin until 1982.

17 A. Steve Ashley wouldn't know any Griffin. S. R.  
18 Ashley was from Shanghai.

19 Q. So if Mr. Hibble has testified that he didn't  
20 hear of Mr. Griffin until 1982, when this controversy came  
21 around, he has forgotten --

22 A. He's forgotten because he --

23 THE COURT: That's not a proper thing to say.  
24 You can call that attention to the jury in your argument, but  
25 whether he's forgotten, or whatever, is something else, Mr.

1 Soberick. When you're arguing it to the jury, you can argue  
2 it.

3 MR. SOBERICK: I mean Mr. Hibble --

4 THE COURT: I said you can argue it to the  
5 jury, sir. That's an improper question.

6 MR. SOBERICK: All right, Your Honor.

7 MR. HICKS: Your Honor, I would like to offer  
8 this as an exhibit.

9 MR. SOBERICK: I would like to continue  
10 cross-examining him, if you don't mind.

11 THE COURT: All right, you may cross-examine.

12 MR. HICKS: You're redirect.

13 MR. SOBERICK: I'd like to continue, if you  
14 don't mind.

15 MR. HICKS: To redirect.

16 THE COURT: You may do so. That's not an  
17 exhibit yet.

18 MR. HICKS: I'm going to put it in.

19

20 BY MR. SOBERICK:

21 Q. And this information was provided to you by  
22 Mr. Griffin; is that correct?

23 A. No, sir --

24 Q. Or Mr. Hibble.

25 A. -- Mr. Hibble. Yes, sir. Steve Ashley and



1 Fleet Hibble were in my office, and I put those names down  
2 there. I think that's all my handwriting. And some other  
3 things in there, too. I had to dredge this out. No mill and  
4 60 days to cut.

5 MR. SOBERICKS: Okay. Thanks a lot. I don't  
6 have any more questions, Mr. Jones.

7 MR. HICKS: Your Honor, I would like to offer  
8 this as --

9 THE COURT: Plaintiff's Exhibit --

10 MR. HICKS: Eleven.

11  
12 (Whereupon, Plaintiff's Exhibit No. 11 was marked for  
13 identification purposes and received into evidence.)

14  
15 THE COURT: Do you have any more questions of  
16 him?

17 MR. HICKS: I have just one more, yes, sir.

18 THE WITNESS: Do you want this? This is an  
19 exhibit.

20 THE COURT: Yes, sir, that's an exhibit.

21  
22 RECROSS-EXAMINATION

23  
24 BY MR. HICKS:

25 Q. Mr. Jones, you drew this?

1 A. Yes, sir.

2 Q. Do you know if you went to look at the tax  
3 map?

4 A. I didn't look at anything. I may have gone  
5 and looked at the tax map.

6 Q. So you may have gone to look at the tax map?

7 A. Yes, sir.

8 Q. Look at that, look and compare what you have  
9 there and what's on this tax map, and then I'll ask you for --  
10 showing this piece of land here.

11 A. Yeah, that's just about what's on the tax  
12 map.

13 Q. What's on it, right?

14 A. Yes, sir.

15 Q. And if 82 was shown at that time, 37-82 shown  
16 at that time being owned by Griffin, you would have the Griffin  
17 in about the right location, wouldn't you?

18 A. No, I wouldn't. The Griffin is over on the  
19 east side.

20 Q. Well, look what you got there.

21 MR. SOBERICK: Judge, he's arguing with him  
22 now.

23

24 BY MR. HICKS:

25 Q. Come over to the jury and show the jury what

1 you put on the piece of paper. I'd like to pass this around.  
2 You drew this. This is 631, and this little piece of land in  
3 here, which you said compared pretty much with what we're  
4 talking about today, is where the timber was sold by Mr. Hibble  
5 to Mr. Ashley.

6 A. Apparently so.

7 Q. And you put Selden, as you showed that being  
8 bounded by Selden, didn't you?

9 A. And Griffin on the east side.

10 Q. Then you showed Griffin down below that. And  
11 I asked you if Selden owned 85, according to the tax map -- 83,  
12 I mean. I'm sorry -- if Selden owned 37-83 according to the  
13 tax map and Griffin, according to the tax map, was shown as  
14 37-82, then your diagram that you drew back there in 1964  
15 pretty well shows the same thing. You got Selden, and then you  
16 got Griffin down below Selden.

17 A. May I ask -- answer that I didn't know  
18 anything about any Griffin except for what Mr. Hibble told me,  
19 or any Selden except what Mr. Hibble told me.

20 Q. Or the tax map?

21 A. I was totally ignorant of all of that. It  
22 was a very minor transaction, and I won't tell you what I got  
23 for it.

24 Q. I think you said \$10.

25 A. \$10.

1 Q. But didn't you go check the tax -- didn't you  
2 go look at the tax map?

3 A. I don't believe I did because it was a  
4 quickie.

5 Q. But you've got it drawn as Selden and then  
6 Griffin down below.

7 A. Yes, sir. Yes, sir.

8 Q. And that pretty well jives with the tax map.

9 A. I don't know about that. That was a quickie  
10 timber deed.

11 MR. HICKS: No further questions.

12 MR. SOBERICK: No more questions for Mr.  
13 Jones.

14 THE COURT: I have a question, Mr. Jones.  
15 Sit down for a minute.

16

17 EXAMINATION

18

19 BY THE COURT:

20 Q. You took over the practice in 1951 --

21 A. Yes, sir.

22 Q. -- and went into your father's office --

23 A. Yes, sir.

24 Q. -- in 1951.

25 A. Yes, sir.



1 Q. Have the records been pretty well maintained  
2 in that office from the time that your father passed away and  
3 you continued dealings?

4 A. I've really got some records over there.

5 Q. All right, sir. Well, when you started  
6 examining this property again, did you happen to go back and  
7 look through your father's file to see whether or not you found  
8 any notes on the title examination of this property, since it's  
9 been introduced and Mr. Hibble has so testified that your  
10 father represented him when he borrowed some money from the  
11 bank in 1951 --

12 A. Well, I'm sure my ---

13 Q. Let me finish. -- to buy this property, and  
14 that somebody certified the title?

15 A. I'm sure he did.

16 Q. Well, did you go back to determine any notes  
17 from that file as the basis --

18 A. I couldn't find it. I was looking.

19 Q. Couldn't find it anywhere?

20 A. No, sir.

21 Q. Couldn't find it?

22 A. No, sir.

23 Q. Don't know whether he certified the title to  
24 the bank or not?

25 A. I'm sure he did. Howard Waddell was the loan

1 man.

2 Q. And he wouldn't have certified that unless he  
3 examined the title.

4 MR. SOBERICK: Judge, I'm going to object to  
5 this question.

6 THE COURT: I don't care what you object to.  
7 Sit down, young man.

8 MR. SOBERICK: Your Honor --

9 THE COURT: Sit down, young man. Thank you.

10 MR. SOBERICK: Yes, sir.

11 THE WITNESS: I couldn't find --

12

13 BY THE COURT:

14 Q. Your father wouldn't have certified the title  
15 without examining it.

16 A. The title, yes, sir, that's right.

17

18 FURTHER RECROSS-EXAMINATION

19

20 BY MR. HICKS:

21 Q. And, Mr. Jones, Mr. Howard Waddell was the  
22 man at the bank that your father dealt with and --

23 A. Usually, yes, sir.

24 Q. -- and he wouldn't have loaned money without  
25 the title being certified, would he, back at that time?

1           A.           Yeah. But he didn't have any surveyor's  
2 report. All he knew is Mr. Hibble had 30 acres and didn't know  
3 where it was. He's been -- my father was caught on at least  
4 once with Bill Garnett at Abingdon service station there. It  
5 was on the wrong piece of land. In those days things were not  
6 done like they're done today.

7           Q.           But your father would have certified title to  
8 the bank in order for the bank to make the loan?

9           MR. SOBERICK: Judge, I object. How does he  
10 know what his father would have done? My objection --

11           THE WITNESS: He didn't have the benefit of a  
12 surveyor's report.

13  
14 BY MR. HICKS:

15           Q.           During the title, going back for at least 60  
16 years --

17           A.           Yes, sir.

18           Q.           -- you would have found the deed from Cooke  
19 to Cooke showing the southern boundary with Selden.

20           A.           Oh, that's -- that was the 1921 boundary.

21           Q.           1921 deed, yes, sir.

22           A.           But before that it was southern bound by  
23 Griffin.

24           Q.           But I said going back --

25           A.           Everybody had forgotten Griffin by about

1 1921.

2 Q. And your diagram shows Selden being on the  
3 south of this property.

4 A. Until Mr. Hibble told me, I didn't know  
5 anything about Selden or the other one, too, Griffin.

6 Q. But it's also shown on the tax map that way.

7 A. I don't know what's shown on the tax map.

8 MR. HICKS: No further questions.

9 MR. SOBERICK: I have one question.

10

11 FURTHER REDIRECT EXAMINATION

12

13 BY MR. SOBERICK:

14 Q. Mr. Jones, had a title examination been done  
15 in 1951, and we don't have any evidence whether it is or not --

16 A. I don't know that.

17 Q. I know. From 1951, it would have gone back  
18 to 1891; isn't that correct?

19 A. Yeah.

20 Q. At least.

21 MR. SOBERICK: Thank you.

22 THE COURT: 1896 we're talking about here.

23

24 BY MR. SOBERICK:

25 Q. And he bought the property in 1951. To go



1 back 60 years from the time of purchase, you go back --

2 THE COURT: Well, the usual practice, Mr.  
3 Soberick, is for 60 years. But I've known lawyers over the  
4 years, and if you live long enough, you're going to know some,  
5 who don't go back 60 years. And some of them go back 100  
6 years.

7 MR. SOBERICK: Yes, sir. I understand.

8

9 BY MR. SOBERICK:

10 Q. But had you examined the title in 1951, for  
11 the 60 years basis, it would have been to 1891; is that  
12 correct?

13 A. Yes.

14 Q. And you would have picked up the conveyance  
15 from Theophilis Stubblefield to Cooke, which was bounded on the  
16 south by the Selden property; is that correct? I mean, by the  
17 Thomas Griffin Estate.

18 A. Yes, sir, it's --

19 MR. SOBERICK: That's all the questions I  
20 have.

21 THE WITNESS: The original deed --

22 THE COURT: Any further need for the witness?

23 MR. SOBERICK: No, sir.

24 THE COURT: You may go, Mr. Jones.

25 (Whereupon, the witness was excused.)

1 THE COURT: Ladies and gentlemen, you-all  
2 have been sitting very patiently now for an hour or two hours.  
3 I want to give you a chance to get up and move around a little  
4 bit, smoke a cigarette, or whatever you care to do. We'll call  
5 you back in about five minutes. Please do not discuss the case  
6 among yourselves or permit anyone to discuss the case with you.

7 (Off the record.)

8 MR. KERNS: May I speak to Mr. Soberick?

9 MR. SOBERICK: No.

10 THE COURT: No, sir.

11 MR. HICKS: No, sir. I object. He's been  
12 sitting in the courtroom. If he hadn't have been sitting in  
13 the courtroom, I wouldn't object.

14 MR. KERNS: I'll be glad to -- could I say  
15 the same information to both of you?

16 THE COURT: This case reminds me of a story.  
17 We made the Louisiana Purchase in 1805. So a lawyer was called  
18 on to examine the title in part of Louisiana for the FHA. So  
19 he sat down and he diligently carried that title right on back  
20 to 1805. And he sat down and he sent his title notes and title  
21 examination and so on up to Washington. And the FHA people  
22 said your title notes are fine, but who owned the property  
23 prior to 1805. And so being the great attorney and good  
24 attorney that he was, he sat down and he wrote the lawyer words  
25 to this effect. This is not a quote.

1                   He says: Well, as anybody knows, prior to  
2 1805 the United States purchased the Louisiana Purchase from  
3 the Spanish, who had obtained it from the French by conquest.  
4 And we also know that prior to that Christopher Columbus had  
5 discovered this country in 1492, and that Christopher Columbus  
6 had sailed over here under the auspices of the good Queen  
7 Isabella. And good Queen Isabella was a good Catholic, and she  
8 certainly wouldn't have done anything without at least getting  
9 the blessing of the Pope. And that the Pope, who is supposed  
10 to be the emissary of God on earth, wouldn't have done anything  
11 without consulting his boss. And that it is certainly known  
12 that God created the universe. And if that's true, he also  
13 created that part of Louisiana which was in the purchase. And  
14 so I think you can take this title right on back to the  
15 beginning of time and the first Book of Genesis, in which God  
16 took chaos and out of it made the world.

17                   That's a good title examiner. We'll be in  
18 short recess for a period.

19                   (Off the record.)

20                   THE COURT: All right, we seem to have seven  
21 jurors.

22                   MR. HICKS: Waive polling, Your Honor.

23                   MR. SOBERICK: Waive polling.

24                   THE COURT: All right, Mr. Soberick, you may  
25 proceed.

1 CHARLES J. KERNS, SR.

2 called as a witness, having been first

3 duly sworn, was examined and testified

4 as follows:

5  
6 DIRECT EXAMINATION

7  
8 BY MR. SOBERICK:

9 Q. Would you please state your name for the  
10 Court and your occupation?

11 A. Charles J. Kerns, surveyor.

12 Q. And, Mr. Kerns, how long have you been a  
13 surveyor?

14 A. I have been licensed in -- going on this  
15 year, it will be 42 years.

16 Q. How many surveys have you done in your  
17 career, sir?

18 A. I have no knowledge --

19 THE COURT: Save a little time by admitting  
20 that Mr. Kerns --

21 MR. HICKS: He's qualified.

22 THE COURT: -- is a certified surveyor and is  
23 licensed to practice and has testified in court before. Okay?

24 MR. SOBERICK: Yes, sir. That's what I  
25 needed to hear.

187



1  
2 BY MR. SOBERICK:

3 Q. Mr. Kerns, were you contacted by Mr. Smith  
4 and/or Mr. Maynard in 1983 concerning the location of property  
5 known as the Thomas Griffin Estate?

6 A. Yes, sir.

7 Q. Would you tell the Court and the jury what  
8 you did after you were contacted and what your assignment was?

9 A. Well, I informed Mr. Maynard, who had been  
10 involved in surveying and had a good knowledge of surveying --  
11 in fact, he had done some research on his own -- that before I  
12 would make a survey, that I would want a lawyer to certify  
13 title.

14 Q. Why is that?

15 A. Well, if there were any complications, I  
16 wanted to be sure it was clear.

17 Q. Okay.

18 A. And Mr. Jones --

19 Q. Is that Catesby Jones?

20 A. Mr. Catesby Jones did his own research. We  
21 made an independent search. Mr. Maynard made an independent  
22 search. We all three arrived at the same conclusion.

23 Q. And what was your conclusion, sir?

24 A. That Thomas Griffin did own land and that we  
25 found a survey of it and boundaries that called for his

1 property.

2 Q. And was the property that you found to be  
3 owned by Thomas Griffin the 9.58 acre tract which is shown on  
4 Defendants' Exhibit No. 1 -- A?

5 A. Yes, sir.

6 Q. Is that correct?

7 A. Yes, sir.

8 Q. All right. And how did you determine that  
9 that was Thomas Griffin's property? Would you tell us what  
10 steps you went through?

11 A. Well, there's a plat in record of 7 and 5/8  
12 acres -- wait a minute -- yeah, 7 and 5/8 acres, which is --  
13 I'm very accustomed to re-establishing plats of that age, which  
14 were right after the Civil War. And we had streams and trees  
15 and markers, which is very easy to identify the property.

16 Q. How did that plat assist you in identifying  
17 the property?

18 A. Well, it's a duplicate of the original.

19 Q. Of that tract?

20 A. Of that tract with the little strip that goes  
21 out to the highway, which came in under the language in the  
22 deed between Harwood and Wilkins.

23 Q. Do you have a copy of that plat that you said  
24 you relied on which is the duplicate?

25 A. Yes, sir. The one that's recorded, yes, sir.

1 I had one.

2 Q. When you say it was a duplicate, was it the  
3 metes and bounds and the markers called for and the trees and  
4 the stubs, all --

5 A. On this plat, Mr. Wyatt made the survey, and  
6 we've called him at two points. He called for a spring on the  
7 plat, and the spring is there. And the courses and the  
8 distances match the spring within a reasonable distance for the  
9 time and erosion. And then there's a three-quarter inch plank  
10 and a gum stump, a Wyatt call. And the junction of the two  
11 streams, which is a natural feature, you have to accept.

12 So this is the reproduction. There's that  
13 line right there. In Surveyor's Plat Book 3, page 13. And, of  
14 course, the language in this deed right here, when Wilkins and  
15 Harwood had a contract that he could use this land during his  
16 lifetime, and then Thomas Stubblefield bought the land from  
17 Wilkins. So that's where we acquire this little strip here,  
18 because the language took him to the highway.

19 Q. In your opinion, Mr. Kerns, to a reasonable  
20 degree of certainty in your field as a surveyor, that is the  
21 Thomas Griffin Estate which was escheated to Mr. -- which Mr.  
22 Smith and Mr. Maynard --

23 MR. HICKS: Your Honor, I have to object to  
24 the escheat part.

25 MR. SOBERICK: Which Mr. Maynard --

100

LEWIS C. DOBERRY

SR KERNS C. DIRECT

1 MR. HICKS: I think we're getting into a real  
2 question on what was escheated.

3 MR. SOBERICK: I'll rephrase the question.

4  
5 BY MR. SOBERICK:

6 Q. To a reasonable degree of certainty, Mr.  
7 Kerns, in your field, you can testify without a doubt or to a  
8 reasonable degree of certainty that that 9.58 acre tract is the  
9 Thomas Griffin Estate, the property acquired by Mr. Smith and  
10 Mr. Maynard?

11 A. This is the only property that Mr. Griffin  
12 had that's on record, and he didn't sell anything that we could  
13 find, or ever conveyed or got rid of anything. So he acquired  
14 the land and died on it, as best we can figure.

15 Q. Was there any other -- the surrounding  
16 property, did you use the surrounding property at all to help  
17 you in your survey?

18 A. Well, usually -- we examined the property in  
19 question, and we examined the surroundings completely.  
20 Absolutely. And we had Wyatt surveys on -- well, it would be  
21 on the west, which was the Pointer tract, which there was a  
22 Wyatt survey on that that called for identical markings of the  
23 other plats which are done by Wyatt.

24 Q. Is that now the Selden property?

25 A. Yes, sir. And then the property to the south



1 I had previously surveyed, and that called for Thomas Griffin  
2 on the north. So with those right there, we had no problem. I  
3 mean, in most surveys we don't have this much evidence.

4 Q. Okay. And so you say the property to the  
5 south had a description of Thomas Griffin on the north?

6 A. Yes, sir.

7 Q. Okay. Did you also look at Mr. Hibble's  
8 property at any time at all, his documents?

9 A. Absolutely.

10 Q. And did that assist you in your reaching your  
11 conclusions?

12 A. It did that, because -- well, when you go  
13 back, you get back into the title, the first two deeds there I  
14 feel have an erroneous boundary. And when you go back into the  
15 title, it clears itself up. And then the Lawson Lane, which  
16 there are two conveyances of Lawson Lane, there's a 14-foot  
17 strip and a 15-foot strip, which says bounded along the lines  
18 of Thomas Griffin to the road to Clay Bank.

19 Q. Are these -- are these the two road deeds  
20 you're talking about --

21 A. Yes, sir.

22 Q. -- which confirm the Thomas Griffin Estate?

23 A. Yes, sir.

24 Q. Did you find any evidence in your search, Mr.  
25 Kerns, that would indicate that the Thomas Griffin Estate was

1 ever part of the tract that's now owned by Hibble?

2 A. Other than an erroneous boundary in the ✓  
3 Hibble deed and in the Cooke to Cooke deed, there's no other  
4 evidence.

5 Q. Did you find any plats that would support it?

6 A. No, sir.

7 Q. Okay. Did you find any evidence that would  
8 indicate to you or support the conclusion that the Thomas  
9 Griffin Estate was part of the Selden property, which is to the  
10 south?

11 A. Never.

12 Q. How about the property to the west, the  
13 Woodberry Trust Estate property?

14 A. To the west?

15 Q. I mean to the east. The Woodberry Trust.

16 A. That's on the south.

17 Q. Woodberry Real Estate? I'll show you the  
18 plat.

19 A. That's on the south. Conway Shield, trustee?

20 Q. Yes, this right here.

21 A. Yes, sir.

22 Q. Okay. Was there anything that would indicate  
23 to you that Mr. Thomas Griffin's property was ever part of that  
24 estate, part of that property?

25 A. No, sir.

1 Q. How long have you been surveying in  
2 Gloucester County, sir?

3 A. Forty-two years.

4 Q. And how long have you been familiar with this  
5 property?

6 A. Well, until we made a survey, that's when I  
7 really became particular with it. I've been going by it all my  
8 life.

9 Q. You've been going by it?

10 A. Yes, sir.

11 Q. When you were going by it, did you ever see  
12 any evidence of any construction on the property?

13 A. Not to my -- no, sir.

14 Q. Did you ever see any evidence of any fences?

15 A. No, sir.

16 Q. Did you ever see any posted no trespassing  
17 signs, sir?

18 A. In recent years.

19 Q. I mean prior to 1982 or '83.

20 A. No, sir.

21 Q. Did you ever see any -- any other signs which  
22 would indicate to you that somebody was claiming ownership of  
23 the property?

24 A. Well, it was never -- I wasn't really  
25 watching that property that close, but I know it was always

1 wooded, and there were no signs of any activity on it that I  
2 noticed in my lifetime. I did not live down there, but I  
3 traveled those areas during my 42 years of surveying.

4 Q. How would you describe the property, Mr.  
5 Kerns? Is it cultivated and cut-over property, or is it wild  
6 and uncultivated?

7 A. It's wooded. It's all wooded and hillside  
8 and stream.

9 Q. Okay. Were you able to find that little plat  
10 that you said you were referring to that was exact of this  
11 thing?

12 A. We have it. I thought that had been  
13 introduced.

14 Q. I think that's the only thing that hasn't.

15 A. I've got too many copies here.

16 Q. If you are able to find it, sir.

17 A. I think it's coming up. Here you go. That's  
18 in Plat Book -- Surveyor's Plat Book 3, page 13.

19 Q. And this document was relied upon by you,  
20 sir, in reaching your conclusion?

21 A. Yes. There is no direct reference to it.  
22 The acreage in the deeds and that are similar and the  
23 boundaries, and we found it -- that was made a survey for a Mr.  
24 Harrison, which I don't think was ever fulfilled.

25 Q. Okay.



1 A. But it is the same property.

2 Q. This is the same property?

3 A. Yes, sir.

4 Q. And you used it in your examination?

5 A. Yes. I did to make my survey.

6 MR. SOBERICK: I'd like to introduce this,  
7 Your Honor, as a Defendants' exhibit.

8 MR. HICKS: I have no objection.

9 THE CURT: Defendants' Exhibit I.

10  
11 (Whereupon, Defendants' Exhibit I was marked for  
12 identification purposes and received into evidence.)  
13

14 BY MR. SOBERICK:

15 Q. Have you surveyed other property in that  
16 area, Mr. Kerns, over the years since 1951?

17 A. I did the piece across the stream.

18 Q. Right across the stream?

19 A. And another piece upstream for Mr. Leigh.

20 Q. And was that prior to 1982?

21 A. Well, we done the piece across the stream  
22 before this, which is Conway Shield that handles the Woodberry  
23 Land Trust. We done that.

24 THE COURT: Let me see that.

25 MR. SOBERICK: I have no more questions, Mr.

1 Kerns. Thank you. Answer Mr. Hicks.

2

3

CROSS-EXAMINATION

4

5 BY MR. HICKS:

6

7 Q. Mr. Kerns, the only thing that you can say is  
8 that this is a survey of 7 and 5/8 acres and the boundaries and  
9 all seem -- the points on it seem to match up with what you  
found on the ground for part of this 9.58 acres; is that right?

10

A. It doesn't go up to the main highway.

11

12 Q. Right, it doesn't go up to the main highway.  
It doesn't show the main highway at all.

13

A. But this survey was made for Mr. Harrison.

14

15 Q. All right, it was made for Mr. Harrison.

16

A. Right.

17

18 Q. Is Mr. Harrison anywhere in the Thomas  
Griffin chain of title?

19

A. No, but this property is in it.

20

21 Q. That's what I'm saying. This survey was made  
for a man Harrison, and there's nowhere in the Thomas -- that  
Mr. Harrison is in Thomas Griffin's chain of title, is it?

22

23 A. This survey, which is made by the same  
fellow, right across the stream calls for the grantor --

24

25 THE COURT: The question, Mr. Kerns, is: Is  
Mr. Harrison in the chain of title to Thomas Griffin?

1 THE WITNESS: No, Mr. Harrison is not in that  
2 title.

3  
4 BY MR. HICKS:

5 Q. He's not in that title. So you have put in  
6 here the thing that you have relied on in doing this work is a  
7 survey that you found, made for Mr. Harrison, who is not in  
8 Thomas Griffin's chain of title.

9 A. The acreage -- that same piece of land was  
10 conveyed to Thomas Griffin.

11 Q. Well, does it refer to that plat?

12 A. No, it does not.

13 Q. There's no reference in --

14 A. It refers to the boundaries and the acreage.

15 Q. But it doesn't refer to that plat.

16 A. This plat adjoining refers to his grantor  
17 right there, Mr. Wilkins, the same calls as that identical  
18 plat. The same identical -- there's the spring. There's a  
19 spring that's on that plat.

20 Q. How many springs are in Gloucester County?

21 MR. SOBERICK: Judge, I'm going to object.  
22 That's a rhetorical question.

23 MR. HICKS: Your Honor, if he can tell the  
24 difference between one spring and another, I want to know it  
25 because --

1 THE WITNESS: Depends on where they are, Mr.  
2 Hicks.

3  
4 BY MR. HICKS:

5 Q. How many are there in Gloucester County?  
6 There's hundreds and hundreds.

7 A. Millions. But this one spring is in this one  
8 fixed position, there's a gum tree by it that Mr. Wyatt calls,  
9 and the stump is there.

10 Q. But the thing of it is that this plat was  
11 done for Harrison, Harrison is not in Thomas Griffin's chain of  
12 title, and Thomas Griffin's deed in no way refers to this plat,  
13 does it?

14 A. Mr. Hicks, in my experience of surveying, Mr.  
15 Wyatt surveyed a lot of things for John Doe, and John Doe never  
16 finished paying the grantor, so therefore he didn't get it, and  
17 it was conveyed to many others. I can show you many examples  
18 in our records.

19 Q. They didn't refer to the plat?

20 A. Yes, they used the plat later. And many of  
21 them don't but refer to this acreage, and the boundaries match.  
22 And right here is the same identical metes and bounds.

23 Q. Is that in Thomas Griffin's chain of title?

24 A. Yes, sir.

25 Q. This piece here?



1 A. There it is right there.

2 Q. I'm talking about this plat right here.

3 A. There's Mr. Wilkins. He's grantor. Right  
4 there.

5 Q. Thomas Griffin's grantor was Stokes.

6 A. Well, Stokes got it from Wilkins. There it  
7 is right there. There's the same spring. There's the spring,  
8 Mr. Hicks. Gum on mound, gum near spring, and that's the same  
9 identical one on that plat.

10 Q. But there's nothing -- you found on the  
11 ground a spring that matches up to that, but nowhere in the  
12 conveyances is Thomas Griffin's made reference?

13 A. No, sir. But --

14 Q. All right, so nowhere in conveyances has  
15 Harrison ever owned Thomas Griffin's land.

16 A. That's the same land owned by Mr. Griffin,  
17 because his deed matched it.

18 Q. Matched it.

19 A. Boundaries.

20 Q. Let me ask you. You were familiar with this  
21 escheat process.

22 A. Yes, sir.

23 Q. You were involved in several pieces.

24 A. Yes.

25 Q. And when you -- how did this title get from

200

1 an unpaying taxpayer into the Commonwealth of Virginia? By  
2 escheat, didn't it?

3 A. Well, delinquency over a given period of  
4 time.

5 Q. Yes, sir. And it's escheated.

6 A. Yes, sir.

7 Q. And the escheat calls for Parcel 37-82. This  
8 is not Parcel 37-82 on the tax maps, is it?

9 A. Well, I know that there was some question  
10 about that, and I can clarify that for you if you'd like.

11 Q. All right. But this is not Parcel 37-82.  
12 Where is the tax map?

13 A. Here it is right here.

14 Q. This is not Parcel -- what you made a survey  
15 of is not Parcel 37-82, is it?

16 A. No, sir.

17 Q. And the deed to the people that employed you,  
18 it calls for Tax Parcel 37-82, doesn't it? The grant from the  
19 governor.

20 A. Yes, sir. The receipt, have you seen the  
21 receipt?

22 Q. The receipt says unknown, but I --

23 THE COURT: Mr. Kerns, answer the questions,  
24 please, sir, and stop volunteering information.

25

201

1 BY MR. HICKS:

2 Q. I'm talking about looking at the -- is the  
3 receipt recorded upstairs? The receipt is not recorded  
4 upstairs.

5 A. I don't know that it is, no.

6 Q. This is what's recorded, isn't it?

7 A. Yes, sir.

8 Q. Which is a grant from the governor, Parcel  
9 37-82. And what you surveyed is not Parcel 37-82, is it?

10 A. No.

11 MR. HICKS: No further questions.

12 THE COURT: Any further questions?

13 MR. SOBERICK: No, sir.

14

15 EXAMINATION

16

17 BY THE COURT:

18 Q. Mr. Kerns, when you say you looked at the  
19 boundaries of the properties surrounding, did you survey the  
20 perimeters and acreage of each piece of property that bounded  
21 this particular piece of property?

22 A. Well, sir, you have --

23 Q. My question, Mr. Kerns is -- it's very  
24 simple, sir -- did you survey the complete perimeter and  
25 boundaries of all the property that surrounds this particular

202

1 property?

2 A. No, sir.

3 Q. All right. Now, you surveyed the boundaries  
4 of that property as it bounded this property. Is that a  
5 correct statement?

6 A. Yes, sir.

7 Q. All right, but you didn't the rest of the  
8 perimeter.

9 One last question. If Mr. Hibble had 30  
10 acres in 1951, is there anything in the chain that you  
11 discovered that he only should have somewhere around 21 acres  
12 now after your survey?

13 A. After my -- he didn't have a survey.

14 Q. After your survey of this particular property  
15 for Mr. Smith and Mr. Maynard, the property drops down from 30  
16 acres, apparently, to around 21. Is there anything in the  
17 chain of title that you discovered that should cause that,  
18 other than what you say is the ownership of the land?

19 A. Ownership of land. He had -- his boundaries  
20 limited him. Whatever was in there was in there, whether it  
21 was 100 acres.

22 Q. Well, if he had 30 acres in '51, he should  
23 have 30 acres, if he had 30 acres.

24 A. If he had 30 acres.

25 Q. All right, sir.



1 A. No, sir, he didn't have 30 acres.

2 Q. You were there?

3 A. Well, I've --

4 THE COURT: I've got enough from Mr. Kerns.

5 Thank you very much. Appreciate it. You may have a seat.

6 MR. SOBERICK: No more questions.

7 THE COURT: Next witness.

8 (Whereupon, the witness was excused.)

9 MR. SOBERICK: Your Honor, that's all the  
10 evidence we have.

11 THE COURT: That's all you've got. Any  
12 rebuttal?

13 MR. HICKS: Yes. Just one. Mr. Hibble for  
14 one.

15 Come up, Mr. Hibble. Have a seat there.

16 - - -

17

18

19

20

21

22

23

24

25

1 H. F. HIBBLE

2 called as a rebuttal witness, having been  
3 first duly sworn, was examined and testified  
4 as follows:

5  
6 DIRECT EXAMINATION

7  
8 BY MR. HICKS:

9 Q. Mr. Hibble, I'm going to show you a yellow  
10 sheet that Mr. Jones put in as Defendants' -- I mean, it's  
11 Plaintiff's Exhibit No. 11. I put it in, but Mr. Jones -- Mr.  
12 Jones said he drew that and found it in the file when he did  
13 the timber deed from you to Mr. Ashley. Had you ever seen this  
14 before?

15 A. No, sir.

16 Q. Did you tell Mr. Jones what the boundaries  
17 were of the piece of property as far as Selden and Griffin?

18 A. I don't remember telling him.

19 Q. Did you know where Griffin's property was at  
20 this time?

21 A. No, sir.

22 Q. But if the tax map showed Griffin's property  
23 being down the road, that would be on the tax map.

24 A. I didn't see no tax records in there of  
25 Griffin's land.

1 Q. But did you know where Griffin's property was  
2 at this time?

3 A. No, sir.

4 Q. Do you claim that you own to the Selden line?

5 A. Yes, sir.

6 Q. And that's what your deed calls for?

7 A. Yes, sir.

8 Q. And that's what's shown on this piece of  
9 paper, the Selden line?

10 A. Yes, sir.

11 MR. HICKS: No further questions.

12 MR. SOBERICK: No questions.

13 THE COURT: No questions? All right, you can  
14 have a seat.

15 (Whereupon, the witness was excused.)

16 MR. HICKS: We rest, Your Honor.

17 THE COURT: That's it? Any further rebuttal?

18 (No response.)

19 THE COURT: All right, ladies and gentlemen,  
20 you-all can take another little walk for a little while. We'll  
21 call you back in a few minutes.

22 (Whereupon, the jury exited the courtroom.)

23 THE COURT: I apologize for raising my voice  
24 at you, Mr. Soberick, and I apologize to you, Mr. Kerns, but  
25 when you're asked a question, answer it and don't try to avoid

1 it.

2 MR. KERNS: Yes, sir.

3 THE COURT: That's the thing to do. You're a  
4 professional. You're not somebody who's witnessed some  
5 signature on the street. Answer the question. That's all I  
6 ask you to do in this court or any court I'm in.

7 Now, having done that, let's get on with the  
8 instructions.

9 MR. SOBERICK: I have my set to offer. Mr.  
10 Hicks has got some to offer.

11 THE COURT: Have you seen Mr. Hicks'?

12 MR. SOBERICK: Yes, Your Honor. I have no  
13 objection.

14 THE COURT: Where are the originals?

15 MR. HICKS: I've got my originals, Your  
16 Honor. I'm sorry.

17 MR. SOBERICK: I've seen his, and I have no  
18 objection to them.

19 THE COURT: You've got to have this many  
20 instructions?

21 MR. SOBERICK: Yes, sir.

22 THE COURT: All right. How about No. 1 of  
23 Mr. Hicks', any problem?

24 MR. SOBERICK: No, I have no problem with any  
25 of his, sir.



1 THE COURT: None with his at all?

2 MR. SOBERICK: No.

3 THE COURT: All right. That's 1 through --

4 MR. SOBERICK: Five.

5 THE COURT: Five. You've read them all and  
6 you agree with them?

7 MR. SOBERICK: I've read them all and  
8 reviewed them, yes, sir.

9 THE COURT: All right.

10 MR. SOBERICK: Mr. Hicks provided them in  
11 advance of time so I had a chance to review them.

12 THE COURT: All right, we'll start with  
13 yours, which will start with No. 6, the first one.

14 MR. SOBERICK: The first two are just  
15 general, general type --

16 THE COURT: The first one, No. 6, is  
17 credibility, Mr. Hicks.

18 MR. HICKS: Yes, sir. No problem. I have no  
19 problem with that, Your Honor.

20 THE COURT: Number 7, the proof of an issue.  
21 No problem?

22 MR. HICKS: No problem.

23 THE COURT: Number 8 you've given me and No.  
24 9, and so on, all carry sources, Mr. Soberick.

25 MR. SOBERICK: Yes, I'll white them -- I'll

1 take them off. I know that --  
2 MR. HICKS: Cut them off.  
3 MR. SOBERICK: I'll black them out, Your  
4 Honor.  
5 THE COURT: All right. Number 9?  
6 MR. HICKS: That's the five things of adverse  
7 possession?  
8 MR. SOBERICK: No.  
9 THE COURT: No. Preponderance of the  
10 evidence.  
11 MR. HICKS: That's fine. What was No. 8,  
12 though?  
13 THE COURT: Number 8 was the -- when you have  
14 -- when the party has the burden of proof on an issue which  
15 proves the issue by a greater weight of all the evidence.  
16 MR. SOBERICK: And that was seven.  
17 THE COURT: That's a fair statement of the  
18 law.  
19 MR. HICKS: That was seven.  
20 MR. SOBERICK: That was seven.  
21 THE COURT: I beg your pardon.  
22 MR. HICKS: That's what threw me off.  
23 THE COURT: I'm sorry. I think maybe I'm the  
24 one that got thrown off. Number 8 would be the claim of  
25 adverse possession.

1 MR. HICKS: Right. Nine are the five --

2 THE COURT: Nine are the five things that you  
3 must prove. Any problem?

4 MR. HICKS: No, sir.

5 THE COURT: Number 10?

6 MR. HICKS: Which one is that, Your Honor?  
7 They're not numbered.

8 THE COURT: All right, the Court instructs  
9 the jury that the acts done upon land requisite to constitute  
10 adverse possession must be such as to indicate and serve as  
11 notice of an intention.

12 MR. HICKS: I'm not familiar with that. It  
13 may be a correct statement of law, but I --

14 THE COURT: Well, he got it out of some law  
15 -- out of some --

16 MR. HICKS: Case.

17 THE COURT: Case.

18 MR. SOBERICK: I've got the cases here. If  
19 you cut the trees off, you've got to be claiming the land, too.

20 MR. HICKS: I don't have a problem with that.  
21 We've got a timber deed. So that will be 10.

22 THE COURT: Number 11?

23 MR. HICKS: Which one is that, Your Honor?

24 THE COURT: That says occasional trespassing,  
25 acts of trespassing.

1 MR. HICKS: Your Honor, that Sutherland v.  
2 Gent doesn't say annually entering on said land to cut some  
3 trees.

4 MR. SOBERICK: It says occasionally. I think  
5 it says occasionally, doesn't it? Whatever, you'd like.

6 MR. HICKS: Occasional trespass.

7 MR. SOBERICK: Occasionally entering on said  
8 land?

9 MR. HICKS: You've got annually and --

10 MR. SOBERICK: That may be occasionally, but  
11 I've got the cases.

12 THE COURT: It doesn't say annually.

13 MR. SOBERICK: Well, then it says  
14 occasionally. It came out of the instructions.

15 THE COURT: There hasn't been any evidence it  
16 was an annual entry on the land in this case.

17 MR. SOBERICK: No, it was occasional. It was  
18 occasional entry.

19 MR. HICKS: That Sutherland v. Gent, I don't  
20 think that instruction is in there. That's got more  
21 instructions for adverse possession than all the rest of the  
22 cases put together. The Court had to hear it three times. It  
23 just affirmed the lower court. But they listed all those  
24 instructions in there. I don't remember that one being in  
25 there, because I've got some, too.



1 MR. SOBERICK: I've got it right here, Your  
2 Honor. I can show it to the Court.

3 MR. HICKS: What's the number?

4 MR. SOBERICK: Number 8. It says occasional.

5 THE COURT: Let's talk about that a little  
6 bit. Is entering a piece of land under color of title  
7 trespassing?

8 MR. SOBERICK: If you're not the owner, yes.

9 THE COURT: I said entering a piece of land  
10 under color of trespassing -- under color of title, is that  
11 trespassing?

12 MR. SOBERICK: Well, Your Honor, in order to  
13 sustain adverse possession, you've got to --

14 THE COURT: I understand that, Mr. Soberick,  
15 and I'm with you. I don't mean to cut you off, sir. But if --  
16 I'm talking about trespassing itself. If I believe that I  
17 absolutely -- if I sat down and paid taxes on this courthouse  
18 year after year after year and my deed says that I have it and  
19 I enter upon it, am I trespassing?

20 MR. SOBERICK: I think you are because I  
21 think you can not go on property of somebody else. And unless  
22 it's proven that you are the owner of that property, you're on  
23 somebody else's property. And I think you have -- I think it  
24 has to be more than color of title. I think you have to have  
25 actual title.

1 MR. HICKS: Your Honor, I didn't think it --  
2 I went over and over these, and he's said this is No. 8 here,  
3 and it's not No. 8 there. This talks about occasional public  
4 grazing of cattle. It doesn't talk about cutting timber.

5 You said No. 8, right?

6 MR. SOBERICK: Yes, I did say No. 8.

7 MR. HICKS: That's not the same as this. So  
8 I object to this one.

9 THE COURT: This is talking about cattle.

10 MR. HICKS: Yes, sir. I object to this one.  
11 I knew that wasn't in there.

12 MR. SOBERICK: I'll withdraw that  
13 instruction, Your Honor, with that objection.

14 THE COURT: That will be No. 11.

15 MR. HICKS: This one is withdrawn?

16 MR. SOBERICK: That's withdrawn.

17 THE COURT: Number 11 is withdrawn.

18 MR. HICKS: Withdrawn.

19 THE COURT: This is a good time to point out,  
20 gentlemen, that sometimes lawyers make errors, sometimes  
21 surveyors make errors, sometimes judges even make errors.  
22 Beyond that, I'm not willing to go.

23 MR. HICKS: What's the next -- he's withdrawn  
24 11, Your Honor.

25 THE COURT: Yes, he's withdrawn No. 11. The

1 next one would be No. 12.

2 MR. HICKS: Which is that?

3 THE COURT: That's "The Court instructs the  
4 jury that where a person occupies and possesses" -- there's  
5 been no question in this case of occupancy -- "possesses the  
6 land of another through a misapprehension or mistake as to the  
7 boundaries of the land with no intention to claim as his own."

8 MR. HICKS: Your Honor, he doesn't have any  
9 evidence to support that. He's been trying to show that, but  
10 my man has testified unequivocally he intends to occupy what  
11 his deed called for, and everybody admits his deed called down  
12 to the Seldens.

13 THE COURT: That's true.

14 MR. SOBERICK: That's a question for the  
15 jury, Your Honor, the intention of the holder. I tried to ask  
16 that question. You said no, that's a question for the jury.  
17 You can't have it now that I haven't tried. I tried to ask  
18 that question more than one time. At least three or four  
19 times.

20 THE COURT: But this man has never actually  
21 occupied this property.

22 MR. SOBERICK: You just testified that he  
23 said he didn't. You just said there is no question of  
24 occupancy. Unless I heard something -- you just said there's  
25 no question of occupancy. I asked Mr. Hibble if he intended to

214

1 take the property even if the descriptions were wrong. You  
2 said that's a question for the jury. That's what this  
3 instruction goes to, Your Honor.

4 THE COURT: All right, I don't care. It  
5 doesn't make a difference to me one way or the other. I could  
6 care less.

7 Do you object to it, Mr. --

8 MR. HICKS: I object, Your Honor, because my  
9 man said that he intended to occupy to what his deed called  
10 for.

11 THE COURT: All right.

12 MR. HICKS: And that's what he did. And  
13 there's no evidence --

14 THE COURT: If you think for five minutes  
15 that this jury at ten minutes to four and by the time they get  
16 this case at 4:30 on a Friday afternoon is going to sit back  
17 there and read these things, you've got another thought coming.

18 MR. HICKS: Grant the instruction and note my  
19 objection.

20 THE COURT: I grant it over your objection.

21 MR. HICKS: That's No. 12.

22 THE COURT: Let the record reflect that Mr.  
23 Hicks objects to the giving of Instruction No. 12.

24 MR. HICKS: Number 12. Thank you, Your  
25 Honor.



1 THE COURT: Number 13?

2 MR. HICKS: Which one is that?

3 THE COURT: "Uncleared or in a state of  
4 nature, they are not susceptible to adverse possession against  
5 an older titleholder." That comes out of your case of  
6 Sutherland.

7 MR. HICKS: Yes, sir.

8 MR. SOBERICK: It also comes out of this  
9 instruction book.

10 MR. HICKS: That's correct on that one.

11 THE COURT: All right, given. Fourteen?

12 MR. HICKS: Which is 14, Your Honor?

13 THE COURT: "The Court instructs the jury" --  
14 if you-all did what you're supposed to do and exchanged these  
15 things prior -- three days prior to trial, Mister, you wouldn't  
16 have this hassle, wouldn't have this problem.

17 MR. HICKS: Judge, I did.

18 THE COURT: And the Court requests --  
19 requires that that be done.

20 MR. SOBERICK: I checked with the clerk if  
21 there's any local rules on that, and I was advised that there  
22 was not, Your Honor. I don't think there's a problem. I think  
23 the only problem is he didn't know what the number it was.  
24 We're not arguing over content --

25 THE COURT: Well, the problem -- you would

1 solve the problem, however, if Mr. Hicks had had these things  
2 instead of Friday, had had them on or about Monday or Tuesday.

3 MR. SOBERICK: Yes, sir.

4 MR. HICKS: Or even yesterday.

5 THE COURT: You agree with that, don't you?

6 MR. SOBERICK: Yes, sir.

7 THE COURT: All right. As long as we agree  
8 on something, Mr. Soberick, I'm happy.

9 MR. SOBERICK: We agree on that.

10 THE COURT: Any question about 14, Mr. Hicks?

11 MR. HICKS: I don't know which one it is,  
12 Your Honor.

13 THE COURT: All right. "Instructs the jury  
14 that an owner of a legal title cannot be deprived of his land  
15 by another's possession unless this possession has been actual,  
16 visible, notorious, exclusive, under claim of right, hostile,  
17 and continuous for the full statutory period."

18 MR. HICKS: I have no problem with that.

19 THE COURT: No problem with that, all right.

20 MR. HICKS: That's 14.

21 THE COURT: Fifteen. "The Court instructs  
22 the jury that possession by the defendant to the land in  
23 controversy is prima facie evidence that they have title  
24 thereto."

25 MR. HICKS: There's no evidence whatsoever to

1 support that.

2 THE COURT: Absolutely none.

3 MR. SOBERICK: I'm withdrawing that  
4 instruction.

5 THE COURT: Sixteen. "Acreage called for by  
6 the title papers, while a circumstance to be considered in  
7 identifying the land, is the least reliable of all evidences of  
8 the true location. Where the boundary lines called for in the  
9 writings evidencing the title are located on the ground in  
10 accordance with such calls, such lines fix the location of the  
11 land irrespective of the acreage called for in such writings."

12 MR. HICKS: I don't have a problem with that.

13 THE COURT: No problem with that. All right.  
14 Number 16.

15 Number 17. "The Court instructs the jury  
16 that the usual kind of actual possession relied upon to  
17 establish adverse possession is occupancy, use, or residence  
18 upon the property," and so forth and so on.

19 MR. HICKS: Your Honor, there is an  
20 instruction which I offered which says that you don't have to  
21 have that. It says the usual kind.

22 Have you got the case that actually says  
23 that?

24 MR. SOBERICK: I do.

25 MR. HICKS: Excuse me, Your Honor.

1 THE COURT: Who's got a verdict drawn?

2 MR. HICKS: Ann has one there. It's there  
3 someplace.

4 THE COURT: This is the question you posed,  
5 but aren't you really interested in 9.58 acres?

6 MR. SOBERICK: Yes, Your Honor.

7 MR. HICKS: Yes, sir.

8 THE COURT: Well, then, if they come back  
9 with this --

10 MR. SOBERICK: We need the 9.58 acres. We  
11 had mentioned that at the beginning of trial. That should say  
12 9.58.

13 MR. HICKS: That's my fault.

14 MR. SOBERICK: It's 9.58.

15 MR. HICKS: 9.58.

16 THE CLERK: Okay, I'll change it. 9.58?

17 MR. HICKS: Eight.

18 MR. HICKS: No objection to 18, Your Honor.  
19 I mean 17.

20 THE COURT: No objection to 17, all right.  
21 How about 18?

22 MR. HICKS: I think you already got that in  
23 there, Judge.

24 THE COURT: That next one is close to one you  
25 already have.



1 MR. HICKS: Yes. I ask that be withdrawn.

2 MR. SOBERICK: Yes, Your Honor, that's  
3 correct.

4 THE COURT: Do you want to withdraw it?

5 MR. SOBERICK: Yes, Your Honor, that's  
6 correct.

7 THE COURT: All right. All right, gentlemen,  
8 please get your instructions out and go through them with me.  
9 Number 1 is granted, No. 2 is granted, No. 3 is granted, No. 4  
10 is granted, and No. 5 is granted. Number 6 is granted. Number  
11 7 is granted. Number 8 is granted. Number 9 is granted.  
12 Number 10 is granted. Number 11 has been withdrawn. Number 12  
13 is granted. Number 13 is granted. Number 14 is granted.  
14 Number 15 is granted. Number 16 is granted. Number 17 is  
15 granted. And Number 18 has been withdrawn.

16 MR. HICKS: Correct.

17 THE COURT: Are we in accord?

18 MR. HICKS: Yes, sir, Your Honor.

19 MR. SOBERICK: What I'll need to do, if I can  
20 borrow -- I'll get a pair of scissors and clip off the bottom  
21 part, take of that reference. May I have a moment to go get a  
22 pair of scissors, Your Honor?

23 THE COURT: Yes, sir.

24 (Off the record.)

25 (Whereupon, the jury entered the courtroom.)

1 THE COURT: All right, are you gentlemen  
2 ready?

3 MR. SOBERICK: Yes.

4 THE COURT: Now, ladies and gentlemen, the  
5 Court told you earlier in the day that upon the conclusion of  
6 all the evidence in the case the Court would give you certain  
7 further instructions as to what the law in this case is. You  
8 should not infer from these instructions that the Court  
9 believes one party or another. As to who you believe as to the  
10 facts in this case are entirely in your province. As I told  
11 you earlier, you have the right to weigh the testimony of each  
12 witness who comes before you. This is simply the law as it  
13 pertains to this case.

14 The Court instructs the jury that although  
15 they may believe from the evidence that the land in controversy  
16 is covered by the deeds under which the defendants claim, yet  
17 if they further believe from the evidence that the plaintiff  
18 and those under whom he claims have been in the honest,  
19 peaceable, continuous, open, notorious, and adverse possession  
20 of said land, paying taxes on the same, under color of title,  
21 for 15 years prior to the receipt of the defendants of the deed  
22 from the governor of Virginia, then you must find for the  
23 plaintiff.

24 The Court instructs the jury that if they  
25 shall believe from the evidence that the plaintiff or those

1 under whom he claims have been in actual, exclusive, open,  
2 notorious, and hostile possession of the land in the  
3 declaration mentioned under a color of claim of right for 15  
4 years before the institution of this suit, then you must find  
5 for the plaintiff.

6 The Court instructs the jury that the  
7 exercise by the plaintiff of visible, open, notorious and  
8 habitual act of ownership over the land in controversy is  
9 sufficient evidence of possession and is not necessary -- it is  
10 not necessary to such possession that the land should be  
11 enclosed, or built upon, or actually cultivated, or cleared.

12 The Court instructs the jury that color of  
13 title is a writing purporting to convey land, and if they  
14 believe from the evidence in this case that the plaintiff  
15 entered upon any part of the land described in the deed dated  
16 May 31, 1951, between Mary Catherine Cooke Wilson and H. F.  
17 Hibble and held that same adversely for a period of 15 years  
18 prior to the institution of this action, claiming the same  
19 under said title of -- said color of title, then you must find  
20 for the plaintiff.

21 The Court tells the jury that if they believe  
22 from the evidence that the plaintiff has been in actual,  
23 exclusive, and uninterrupted adverse possession of the land in  
24 the pleadings mentioned for 15 years or more, honestly and  
25 exclusively, held and claimed by him under a color of title,



1 they must find for the plaintiff, even though the jury should  
2 also believe that the title under which the plaintiff claimed  
3 and held its possession was defective in law. It is wholly  
4 immaterial whether this claim of title be under a good or a  
5 bad, a legal or equitable title.

6           The Court instructs the jury that you are the  
7 judges of the facts, the credibility of the witnesses, and the  
8 weight of the evidence. You may consider the appearance and  
9 manner of the witnesses on the stand, their intelligence, their  
10 opportunity for knowing the truth and for having observed the  
11 things about which they testify, their interest in the outcome  
12 of the case, their bias, and, if any has been shown, their  
13 prior inconsistent statements, or whether they have knowingly  
14 testified untruthfully as to any material fact in the case.

15           You may not arbitrarily disregard believable  
16 testimony of a witness; however, after you have considered all  
17 the evidence in the case, then you may accept or discard in  
18 whole or in part the testimony of a witness as you think  
19 proper.

20           You are entitled to use your common sense in  
21 judging any testimony. From these things and all other  
22 circumstances in the case, you may determine which witnesses  
23 are more believable and weigh their testimony accordingly.

24           The Court instructs the jury that when a  
25 party has the burden of proof on an issue, then he must prove



1 that issue by the greater weight of all the evidence. This is  
2 sometimes called the preponderance of the evidence. It is that  
3 evidence which you find more convincing. The testimony of one  
4 witness whom you believe can be the greater weight of the  
5 evidence.

6 The Court instructs the jury that the claim  
7 of adverse possession in this case is being relied upon by the  
8 plaintiff to establish ownership of the property, and the  
9 burden of proof is on the plaintiff to establish adverse  
10 possession by a preponderance of the evidence in this case.

11 The Court instructs the jury that there are  
12 five characteristics of adverse possession of land which must  
13 exist before title to land is acquired by such adverse  
14 possession, as follows. First: It must be hostile to or  
15 adverse to the true titleholder. Second: It must be an actual  
16 possession. Third: It must be visible, notorious, and  
17 exclusive possession. Fourth: It must be a continuous  
18 possession. And fifth: It must be a possession under a color  
19 of title.

20 The Court instructs the jury that the acts  
21 done upon land requisite to constitute adverse possession must  
22 be such as to indicate and serve as notice of an intention to  
23 appropriate the land itself and not the mere products of the  
24 land.

25 The Court instructs the jury that where a

1 person occupies and possesses the land of another through a  
2 misapprehension or mistake as to the boundaries of the land,  
3 with no intention to claim as his own that which does not  
4 belong to him, but only intending to claim to the true boundary  
5 line, wherever that may be, he does not hold adversely, and the  
6 reason why this is so is because in this state intention to  
7 hold adversely is an indispensable requisite to adverse  
8 possession, and such intention is then wanting; and therefore,  
9 if you believe from the evidence that the plaintiff occupied  
10 and possessed the land in controversy through a misapprehension  
11 or mistake as to the boundaries of their land, with no  
12 intention to claim as their own that which did not belong to  
13 them, but only intending to claim to the true line, wherever  
14 that may be, then you may find for the defendants.

15               The Court instructs the jury that while lands  
16 remained uncleared or in a state of nature, they are not  
17 susceptible of adverse possession against an older titleholder  
18 or one holding under act -- or one holding under such older  
19 titleholder, except by acts of ownership effecting a change in  
20 their condition, which from their nature indicate a notorious  
21 claim of title, and to constitute such adverse possession there  
22 must be occupancy, cultivation, improvement, or other open,  
23 notorious, and habitual acts of ownership.

24               The Court instructs the jury that an owner of  
25 a legal title cannot be deprived of his land by another's

1 possession unless such possession has been actual, visible  
2 notorious, exclusive, under claim of right, hostile, and  
3 continuous for the full statutory period.

4 The Court instructs the jury that possession  
5 by the defendants of the land in controversy is prima facia --

6 MR. HICKS: Your Honor, that one's withdrawn.

7 MR. SOBERICK: That was withdrawn.

8 THE COURT: I'm sorry, you're right.

9 MR. SOBERICK: That's withdrawn.

10 THE COURT: You're right. The Court  
11 instructs the jury that acreage called for by the title papers,  
12 while a circumstance to be considered in identifying the land,  
13 is the least reliable of all evidences of the true location.  
14 Where the boundary lines called for in the writings evidencing  
15 the title are located on the ground in accordance with such  
16 calls, these lines fix the location of the land, irrespective  
17 of the acreage called for in such writings.

18 The Court instructs the jury that the usual  
19 kind of actual possession relied upon to establish adverse  
20 possession is occupancy, use, or residence upon the premises  
21 for the statutory period of time, evidenced by cultivation,  
22 enclosure, or erection of improvements, or other plainly  
23 visible, continuous, and notorious manifestation of exclusive  
24 possession in keeping with the character and adaptability of  
25 the land.



1 Mr. Hicks, you may address the jury.

2 MR. HICKS: Ladies and gentlemen of the jury,  
3 you've been most patient today, and particularly sitting on  
4 those hard chairs. I promise I'm not going to take but a  
5 couple minutes more of your time.

6 You've heard the evidence, as I said. You're  
7 the ones, when you go back in that jury room, I ask you to do  
8 just what you feel from what you've heard here is fair and what  
9 you in good conscious when you go home and leave this courtroom  
10 can feel that you personally have made the proper decision.  
11 And each one of you will have to make that decision on your  
12 own.

13 Mr. Hibble in good conscious in 1951  
14 purchased a piece of land, 30 acres. The southern boundary was  
15 Selden. You go back 30 years before that to 1921. The Cooke  
16 transfer had the southern boundary as Selden. Mr. Hibble  
17 started -- was familiar with the land for about ten years  
18 before that. There was a little piece of it which had been  
19 cultivated, as Mr. Charles Kerns, Jr. said was evidenced in the  
20 '40s, that part of it was being cultivated. And he said he  
21 hauled watermelons for Amos Lee, who was renting from Cooke.

22 Then he purchased the land. He farmed the  
23 part that was open on one side of the road. This piece was  
24 woods. Even where the field had been was now grown up into  
25 small pines, he said almost as high as -- about as high as this



1 room. But in 1964 -- and I say this. Mr. Hibble relied on,  
2 what I think anybody buying property, on an attorney, borrowed  
3 money from the bank. The attorney was trustee for the bank.  
4 And Mr. Jones, who is the son of that attorney, said that his  
5 father would have certified title to the bank and Howard  
6 Waddell wouldn't have loaned money without the title being  
7 certified. That's what Mr. Jones, their witness, said.

8 In 1964 Mr. Hibble goes back to Mr. Jones  
9 because Mr. Ashley was buying timber, and Mr. Ashley had  
10 retained Mr. Jones. Mr. Hibble says that he signed a timber  
11 deed to sell the timber, so there's no question that the timber  
12 was cut in 1964. My man testified to it, but more importantly  
13 their witness testified to it. Mr. Jones drew this diagram.  
14 He said he thought he drew it based on what Mr. Hibble told  
15 him. Mr. Hibble said he didn't tell him anything about  
16 Griffin. But it's interesting that this diagram shows that the  
17 timber was being cut off there, and it was being bounded by  
18 Selden's property, and it's got Griffin -- and this is Mr.  
19 Jones' own drawing in 1964 -- has got Griffin down here, which  
20 would be a proper location if Griffin was 37-82, down -- down  
21 below the Selden property. Mr. Jones is their -- their  
22 witness.

23 Then we've got -- Mr. Kellum said that on at  
24 least four years pound poles. Mr. Smith, one of the -- who was  
25 one of the purchasers and is now the sole owner, said he did

1 observe pound poles being cut there from time to time. Mr.  
2 Smith said he never saw any -- no hunting. Mr. Kellum said  
3 there were no hunting signs up. Mr. Smith said he never saw no  
4 hunting signs, but Mr. Smith came in from the swamp side. And  
5 Mr. Hibble was quite frank in telling you he put the signs  
6 along the road, not along -- not back in there along the swamp.  
7 And then Mr. Hibble sold, when there was an ice storm, he sold  
8 again.

9                   When the surveyors first came down there, he  
10 ran them off. Mr. Kerns said he met with Mr. Hibble in the  
11 road. There wasn't any question Mr. Hibble saying that's my  
12 land. And his deed -- color of title is a deed. As the Court  
13 tells you in these instructions that whether the deed is  
14 correct or not, if it's in the deed and it's on record up  
15 there, it is color of title. And he was claiming to the Selden  
16 property and -- when Mr. Soberick was cross-examining him, he  
17 said he was claiming to what his deed called for, and his deed  
18 called for it being bounded by the Selden property. That he  
19 didn't want to take anybody else's land, he didn't buy land at  
20 tax sales, but he wanted what he bought and what his deed  
21 called for and was bounded by the Selden -- by the Selden  
22 property. And everybody says there's no question about it.

23                   This is the Selden property down here. So  
24 his deed called all the way down there. Go back to 1921. His  
25 deed called for down that far. And he's been paying taxes on

1 30 acres ever since 1951. When this plat was put on record,  
2 this piece, by the -- in the Commissioner of Revenue's office,  
3 was taken -- was put in the name of Mr. Maynard and Mr. Smith,  
4 but they didn't reduce the 30 acres, that they're still  
5 collecting taxes from Mr. Hibble.

6 But there's something else that I just don't  
7 see how -- they talk about Mr. Hibble not having good deed to  
8 his property. He had a lawyer to represent him, and that  
9 doesn't necessarily mean he was good, but he did what he  
10 thought was proper. But to me what's even more important is  
11 Mr. Smith comes in here now and says this is my property. Mr.  
12 Smith admits that he knew at the time of the sale that what was  
13 first -- what was first shown as 37-82, that couldn't be right  
14 because Ms. -- the Taylors were there, including one of the  
15 witnesses here. And that when it was sold -- and he wasn't at  
16 the sale, but Maynard was there -- but when it was sold, it was  
17 sold as unknown, and he did not know at that time what he was  
18 buying. I asked him if he was buying a pig in a poke. He said  
19 well, so much.

20 And Mr. Maynard apparently afterwards went --  
21 after they bought it for \$2,700 -- and I don't know whether  
22 it's before they got the deed from the governor or after they  
23 got the deed from the governor that Mr. Maynard went in the  
24 clerk's office and started looking around. But the deed from  
25 the governor -- I want to just compare two deeds. One is my



1 man's deed from Cooke, which shows bounded by the Seldens, and  
2 the deed from the governor, which says Parcel 37-82, which  
3 everybody admits now that this piece of land has never been  
4 part of Parcel 37-82.

5 I just ask you to be fair to a man who almost  
6 -- well, 40 years ago almost to the day, in the spring of 40  
7 years ago purchased this land, has been paying taxes on it ever  
8 since. It's true this piece he did not farm, but he sold the  
9 timber off of it in 1964, he sold pound poles off of it, and he  
10 gave people permission to hunt. He sold pulp wood off it when  
11 the ice storm went through there. And when the surveyor came  
12 down there in 1982 or '3, he ran him off the property, he got  
13 in an argument with Mr. Kerns out in the road.

14 Mr. Soberick, through Mr. Charles Kerns, Sr.,  
15 has put in a plat of 7.58 acres, which Mr. Kerns says matches  
16 up to this. But that 7.58 acres was for Harrison. Harrison --  
17 there's nowhere that shows Harrison ever owned this land.  
18 There's no reference in the deed to Griffin that they're trying  
19 to claim reference to this plat. So there is a plat up in the  
20 clerk's office which looks similar to this land. It's two  
21 acres smaller apparently, doesn't have the little neck on it  
22 similar to this land, but it's not in the chain of title to  
23 Griffin. It's in the name of -- it was done for a man named  
24 Harrison. That's the only reference to him as far as this  
25 court suit is concerned. There's no reference that Harrison



1 ever owned this property, ever made any conveyance of it.

2 The Commissioner of Revenue said that from  
3 the time Mr. Hibble bought it 85 -- 37-85 was his, it was two  
4 parts, and it wasn't until the Kerns plat went on record in  
5 1983 that this nine acres was removed. But Mr. Hibble is still  
6 being taxed for the 30 acres. And I just ask you to do what's  
7 fair, and that's all I can ask. Thank you.

8 THE COURT: Mr. Soberick.

9 MR. SOBERICK: Thank you, Your Honor. May it  
10 please the Court, members of the jury, I also want to thank you  
11 for taking the time to be here today, help us out in this  
12 controversy.

13 You're required to apply the law. The  
14 plaintiff in this case has the burden. They've got to prove  
15 that they have the property, they have title to the property,  
16 either because their chain of title says it does or through  
17 adverse possession, which they're claiming. They put no  
18 evidence on other than the deed from Mr. Hibble -- Mr. Cooke  
19 into Hibble, which says that the land is bounded on the south  
20 by Selden. I'm going to read to you the chain of title from  
21 Stubble -- the chain of title on Hibble went from Stubblefield  
22 to Cooke to Hibble. The Stubblefield to Cooke deed said  
23 bounded on the south by the land of Thomas Griffin. That's  
24 Stubblefield to Cooke. Cooke then conveys to himself. It  
25 says, "It being the same tract or parcel of land which was

1 conveyed to Cooke by Stubblefield." Yet in that deed it's not  
2 the same piece. Because in that deed the southern boundary is  
3 the land of James Selden. So that deed in their own chain of  
4 title contradicts themselves, and it shows that there was a  
5 mistake.

6                   It's an understandable mistake. But what  
7 happened was Theophilis Stubblefield's property was bounded on  
8 the north -- on the south by this tract. Selden is down here.  
9 This tract has never been part of anything else. They didn't  
10 get the same piece. Their own deeds in their chain of title  
11 show that they did not get the same piece because the  
12 description on the south was different, and that's what's  
13 causing the problem. And then it continued on. Cooke conveyed  
14 to Hibble. Said the same -- it being the same property that  
15 Cooke had gotten from Cooke himself.

16                   But as I said, the error occurred when Cooke  
17 conveyed to Cooke. He said it's the same property I got from  
18 Stubblefield. It wasn't. They don't have title to the  
19 property through their own deed. They never got it. It was a  
20 mistake in the chain of title, and they can't benefit by that  
21 unless they can benefit now through a claim of adverse  
22 possession. The law simply is that legal title to that  
23 property, if there was a scrivener's error in the deed, you  
24 can't benefit by that. I can't include in my deed to myself  
25 Stanten Island, and then start owning Stanten Island. You

1 can't make those kind of changes. You can only get what's in  
2 your chain of title.

3               So what does he have to rely on? He has to  
4 rely on adverse possession. Adverse possession means that you  
5 are holding the property with intent to claim it as your own  
6 adverse to the true owner. Adverse, contrary to the true  
7 owner. And you've got to be doing that with an intent -- with  
8 an open, hostile, exclusive, lasting, uninterrupted period of  
9 time. Mr. Hibble testified here today that he didn't want to  
10 take any land that's not his. I tell you today that that  
11 Griffin tract is not his. The chain of title does not support  
12 it.

13               I believe this case comes down to one  
14 witness, and it's their witness, Mrs. Harwood. Mrs. Harwood  
15 testified that she knew Mr. Cooke, and her testimony was that  
16 Cooke claimed the property on this side of the road, did not  
17 lay claim to the property on that side of the road. And all  
18 Mr. -- and Mrs. Harwood has known them both. She was the best  
19 witness in this case because she said Cooke only claimed on  
20 this side of the road, notwithstanding what his deed might have  
21 said. He only claimed this because he knew that's all he got.  
22 Mr. Hibble is only claiming what he got from Cooke. All he got  
23 from Cooke in terms of legal title is the 21 acre tract.

24               Now, for them to establish adverse  
25 possession, it's a difficult burden. As I said, it's not a



1 doctrine that's created to reward persevering trespassers or  
2 people who shouldn't be on the land. It's a doctrine to  
3 protect the owner. You've got to do something on the property  
4 which puts notice to the whole world hey, I'm claiming this  
5 land. I'm doing something to it. I'm going to claim it and  
6 hold as my own and I'm going to claim it adverse to the true  
7 owner. You've got to have an intention to do that. And you  
8 just can't cut the wood occasionally. You've got to do  
9 something of a permanent nature.

10           The law is that wild or uncultivated land  
11 can't be adversely possessed unless you make a change in the  
12 land. There's been no change in this land, there's been no  
13 fences put up. The only posting that was done was Mr.  
14 Stubblefield -- Mr. Hibble said he posted the property. But  
15 Mr. Kerns said he never saw any. Mr. Smith said he never saw  
16 any. Many of the witnesses were uncertain whether it had ever  
17 been posted. Ms. Mischue, their own witness, said I didn't see  
18 any posting until after 1982 or '83, after this controversy  
19 arose. He has not established the claim of adverse possession.

20           As I said, it's got to meet every one of the  
21 requirements. And it's got to be met by a preponderance of the  
22 evidence. That means you've got to believe that he's met it,  
23 that he's held it open to the public that he's claiming it.  
24 But he came here and said today I don't want to take anybody  
25 else's land. But that's what an adverse possessor does, he



1 takes somebody else's land. And that's why I don't believe you  
2 you can find for him today because he hasn't -- doesn't have  
3 legal title. I don't think there's any question about that.

4               Mr. Kerns -- both Mr. Kernses have shown you  
5 beyond any doubt at all, and it's gone absolutely  
6 uncontradicted, that this is the Thomas Griffin Estate, the  
7 only property Thomas Griffin owned in Gloucester County. This  
8 property was never claimed by Mr. Cooke. And if Mr. Cooke  
9 never claimed the property, Mr. Hibble by his own testimony  
10 said he didn't want to claim it either. He wasn't claiming  
11 somebody else's land.

12              I would just point out to you also that  
13 Instructions 12, 13, and 14 are not -- one of them says when a  
14 person occupies and possesses land through the misapprehension  
15 or mistake as to the boundaries of the land. Well, he never  
16 had a survey until after Mr. Kerns did, and he was only  
17 claiming what his deed gave him. What did his deed give him?  
18 It gave him what Cooke had. Cooke didn't have to the Selden  
19 property. Cooke legally only had what he got from  
20 Stubblefield, and that was land bounded by the Thomas Griffin  
21 Estate.

22              You've also got the two road deeds. Those  
23 are essential. As Mr. Kerns said, that almost forms a boundary  
24 agreement. Both those properties say that -- the one deed says  
25 that the road runs -- it's from Stubblefield, Theophilis

1 Stubblefield, first in the chain of Hibble -- that it runs  
2 along the property of Thomas Griffin. There's no question at  
3 all that Hibble is up here, Thomas Griffin is down here, and  
4 that's all that Mr. Hibble owns is what is north of that line.  
5 Again, it says you must have intent to claim to the true  
6 boundary line, and that wasn't there. The intent wasn't shown.

7 I will read another instruction to you. "The  
8 Court instructs the jury that the usual kind of occupation  
9 relied upon to establish adverse possession is occupancy, use  
10 or residence of the premises for a statutory period, evidenced  
11 by cultivation." No cultivation. In fact, isn't it kind of  
12 unusual that a farmer would allow the open part of it to  
13 continue to grow up if he was going to take it as his property,  
14 if he was intending to claim it? There was a piece of land  
15 that had been cultivated, there was watermelons growing on it.  
16 Yet, he didn't go and cultivate that, but he's a farmer,  
17 because he wasn't claiming that property. "Evidenced by  
18 cultivation, enclosure." We don't have any fence. Not one  
19 witness said they had ever fenced it. "Erection of  
20 improvements." We have no improvements. "Or other plainly  
21 visible, continuous, and notorious manifestation of exclusive  
22 possession." There is nothing. There's just nothing else  
23 there.

24 And I submit to you today that my clients  
25 acquired the property at the escheat sale. Thomas Griffin

237

1 owned no other property. He acquired this piece. And the law  
2 simply cannot be gotten around no matter how you look at it  
3 because they haven't met the burden. They don't have legal  
4 title. We've shown the mistake that's gone unrebutted, and the  
5 mistakes are on the documents. They haven't established  
6 adverse possession simply because Mr. Cooke never claimed it.  
7 Mr. Hibble said he wasn't claiming other than what he got from  
8 Cooke, and Cooke wasn't claiming that property, so he can't tie  
9 Cooke into it.

10 I would ask you to do your duty, to please  
11 find that the property is owned by Mr. Smith. He paid money  
12 for the property at the escheat sale. There's no other Thomas  
13 Griffin. Mr. Kerns, who is a well, well respected surveyor in  
14 the county, has located this property. His son, who is the  
15 chief of surveying for Chesapeake, no question about this is  
16 the property. And I would ask you to find for the defendants  
17 by applying the law, applying your own common sense. And don't  
18 let Mr. Hibble slide in the back door to acquire this property  
19 when he hasn't met the legal requirements. Thank you very  
20 much.

21 THE COURT: Mr. Hicks.

22 MR. HICKS: May I have the instructions?

23 Ladies and gentlemen, Mr. Hibble is not  
24 trying to slide in the back door. He told you and he told Mr.  
25 Soberick that he was claiming what he got under his deed, and



1 his deed said bounded by Selden. It's true, Ms. Harwood said  
2 that what she knew of Cooke, he was on the other side of the  
3 road. But she also said that on this side of the road was  
4 Selden. She didn't say anything about any Griffin or anything  
5 on this side of the road, but it was Selden that -- Cooke and  
6 Selden went together. And that's what the deed called for is  
7 Cooke and Selden to go together with 30 acres into Cooke.

8           Mr. Hibble said that there was watermelons  
9 being grown in this area. Mr. Kerns said that there's been a  
10 field in that area in the '40s, which jives with what Mr.  
11 Hibble said, and that it grew up. But Mr. Hibble, he's  
12 claiming under his deed, and I just ask you to look at -- when  
13 you get back in the jury room to look at these two deeds. You  
14 look at Mr. Hibble's deed, which says 30 acres bounded by  
15 Selden, and you look at the Maynard-Smith deed, which says 7.66  
16 acres laying in the County of Gloucester, White Marsh,  
17 Gloucester Point map -- shown as Tax Map No. 37-82, and ask you  
18 which one has the best color of title looking at those two  
19 things. One says bounded by Selden with 30 acres, the other  
20 says Selden 7.66, Tax Map 37-28, which everybody now says  
21 that's -- they say that's not correct.

22           But they're saying Mr. Hibble's deed is not  
23 correct, so their people should take under this piece of paper.  
24 And look at the instructions: Although you may believe from  
25 the evidence that the land in controversy is covered by the deed



1 in which the defendants claim, you have to further believe from  
2 the evidence that the plaintiff and those under whom he claims  
3 have been in honest, peaceful, continuous, open, notorious,  
4 adverse possession of said land, paying taxes on the same under  
5 color of title.

6           The Commissioner of Revenue says he's been  
7 paying taxes on 30 acres of land from 1951 up. His deeds calls  
8 for bounded by Selden. The deed before him calls for bounded  
9 by Selden. There is no evidence that anybody else other than  
10 he has cut timber, given permission to people to hunt, cut and  
11 sold pound poles, cut pulp wood. Ever since he's had it. When  
12 the surveyor came down there, he ran him off.

13           The Court instructs the jury if you believe  
14 from the evidence that the plaintiff or those under whom he  
15 claims have been in actual, exclusive, open, notorious, hostile  
16 possession of the land under color of title or claim of right  
17 for 15 years, then you must find for the plaintiff.

18           Look at this. The Court instructs the jury  
19 that the exercise by the plaintiff of visible -- I don't know  
20 what's more visible than selling the timber off a piece of land  
21 -- open, notorious, and habitual acts -- he started selling  
22 timber, then he started selling pound poles, and later sold  
23 pulp wood -- habitual acts of ownership over the land in  
24 controversy, it is sufficient evidence of possession, and it is  
25 not necessary to such possession that the land should be

1 enclosed or built upon or actually cultivated or cleared.

2 As I said, I don't know what more he could do.  
3 He sold the timber. Mr. Jones prepared the timber contract.  
4 He sold the pound poles. Mr. Kellum testified to that.  
5 Unfortunately, Mr. Mike Pointer is deceased, so only Mr. Hibble  
6 can tell you about selling the pulp wood. And it's not  
7 necessary for it to be enclosed, built upon, or actually  
8 cultivated or cleared. And that's Instruction 3 that the Court  
9 gave you.

10 And here again: The Court tells the jury if  
11 you believe from the evidence the plaintiff has been in actual,  
12 exclusive, and uninterrupted adverse possession of the land in  
13 the pleadings for 15 years or more, honestly and exclusively  
14 held -- he's honestly said he never tried to take anybody's  
15 land from anybody, but he was claiming what his deed called for  
16 down to the Selden's property -- you must find for the  
17 plaintiff, even though the jury should also believe that the  
18 title on which the plaintiff claimed and held such possession  
19 was defective in law. So that's telling you that even if you  
20 think maybe Griffin at one time did have this property, but if  
21 Mr. Hibble has been holding this land in actual, exclusive,  
22 uninterrupted possession under color of title -- and there's no  
23 question about the color of title going back to the deed of  
24 1921, but certainly his 1951 -- it is wholly immaterial whether  
25 this claim of title be under a good or bad or legal or

241

1 equitable title.

2 I don't know whether Mr. Hibble's title is  
3 good or bad, legal or equitable. I know this. If Mr. Hibble's  
4 title is, certainly in 1951, 30 acres being bounded on the  
5 south by Selden, it is certainly far more than this title that  
6 Mr. Maynard and Mr. Smith have in September 1982 saying 7.66  
7 acres shown as Tax Map 37-82. And I just ask you to render a  
8 proper decision. Thank you very much.

9 THE COURT: All right. Ladies and gentlemen,  
10 you've now heard all the evidence. You've heard the argument  
11 of counsel. It now becomes your duty and responsibility to  
12 retire to the jury room and arrive at a verdict. The Court has  
13 written out for you the only possible verdict in this case;  
14 that is that we the jury on the issue joined find that, blank,  
15 is the owner of 9.58 acres more or less as shown on Tax Map No.  
16 37-85-A, signed the foreman. It's your duty and responsibility  
17 to determine whether Mr. H. F. Hibble's name should go in that  
18 blank, or whether Mr. Harold W. Smith's name should go in that  
19 blank. Also, the only person who signs this verdict is the  
20 foreman.

21 The first thing you should do upon retiring  
22 to the jury room is to select one of your members to preside  
23 over your deliberations. That person is designated the  
24 foreman. That's the only person who signs the verdict.  
25 However, your verdict must be unanimous. All seven of you must



1 agree on whatever verdict is rendered.

2                   So, Mr. Sheriff, would you take them to the  
3 jury room along with the instructions and the exhibits that  
4 have been introduced?

5                   And when you arrive at your decision, ladies  
6 and gentlemen, we will permit you to return. I believe right  
7 in here.

8                   (Whereupon, the jury retired to the jury room at  
9 4:30 p.m.)

10

11                   THE COURT: I'm going to call them in and  
12 give them an Allen charge. You've heard of the Allen, have you  
13 not? Have you got any objections to me doing that?

14                   MR. SOBERICK: I guess I'm admitting my  
15 inexperience, but I think it's a typical thing to do at this  
16 point, isn't it?

17                   THE COURT: They've been out an hour and a  
18 half.

19                   MR. SOBERICK: And the charge, could you tell  
20 me basically --

21                   THE COURT: Well, the basic thing is that you  
22 just don't make up your own mind and stay solid with your own  
23 mind; you listen to other people, and after listening to them  
24 you resolve it without giving up any of your own feeling.

25                   MR. SOBERICK: That's fine, Your Honor.



1 THE COURT: Well, I want to be sure that's  
2 all right with you, because I'll let them stay out there  
3 forever -- not forever, but I'll let them stay out there.  
4 They've been out an hour -- almost an hour and 35 minutes.

5 MR. SOBERICK: I guess --

6 THE COURT: I'll let you read what I'm going  
7 to say to them.

8 MR. SOBERICK: This is a criminal type of  
9 situation, for an acquittal.

10 THE COURT: No. Well, it's -- it's any jury.  
11 Well, acquittal or whatever, but that's for any jury.

12 MR. SOBERICK: Basically what you're going to  
13 say is you have a duty to make a decision.

14 THE COURT: Right. Right.

15 MR. SOBERICK: That's fine. Yes, that's  
16 fine, Your Honor.

17 THE COURT: I may change a word or two in  
18 this, but basically it's what I'm going to say.

19 MR. SOBERICK: Can I ask you at this time, is  
20 it slanted at all towards either party?

21 THE COURT: No, sir. Oh, no. Oh, no.

22 MR. SOBERICK: You don't have any objection?

23 MR. HICKS: (Shook head.)

24 MR. SOBERICK: I have no objection, Your  
25 Honor.

244

1 THE COURT: No, none whatever. It's just a  
2 matter of trying to hurry them along, to be quite frank with  
3 you.

4 MR. SOBERICK: Then I have no objection, Your  
5 Honor.

6 THE COURT: Bring them on in here.

7 (Whereupon, the jury returned to the courtroom at  
8 6:00 p.m.)

9 THE COURT: Ladies and gentlemen, I certainly  
10 don't want to infringe on any of your duties and  
11 responsibilities. You've been out now, I believe, for about an  
12 hour and 35 minutes or so, and I guess my first question to you  
13 is: Is there any foreseeable result in the near future?

14 JURY: (Answered negatively.)

15 THE COURT: Well, I should remind you, ladies  
16 and gentlemen, that I don't know who is for whom and who is for  
17 what, but in a large number of cases, of course, absolute  
18 certainty cannot be expected. Now, although your verdict must  
19 be the verdict of each individual and not a mere acquiescence  
20 in the conclusion of your fellow jurors, you should examine the  
21 question submitted with candor and with a proper regard and  
22 deference to the opinions of each other. It is your duty to  
23 decide this case, ladies and gentlemen, if you can  
24 conscientiously do so. Each of you should listen with the  
25 disposition to be convinced to each other's argument. If much

1 the larger number are for one side, a dissenting juror should  
2 consider whether his doubts are a reasonable one which has made  
3 no impression upon the minds of so many persons equally as  
4 honest, equally intelligent with himself.

5 If upon the other hand the majority are for  
6 another person, the minority ought to ask themselves whether  
7 you ought not to reasonably doubt the correctness of the  
8 judgment which is not concurred by the majority.

9 In other words, ladies and gentlemen, the  
10 thing has got to be settled, and listen to the arguments of the  
11 other side, and then if you can conscientiously make up your  
12 mind, do so. All right? Okay, go back.

13 (Whereupon, the jury retired to the jury room at  
14 6:30 p.m.)

15  
16 (Whereupon, the jury returned to the courtroom at  
17 6:51 p.m.)

18 THE COURT: Okay. Ladies and gentlemen,  
19 have you arrived at a verdict?

20 JURY: (Answered affirmatively.)

21 THE COURT: And this is your verdict?

22 JURY: (Answered affirmatively.)

23 THE COURT: Pay attention and harken to the  
24 verdict of the jury, gentlemen.

25 "We the jury, on the issue joined find that

1 H. F. Hibble is the owner of 9.58 acres more or less as shown  
2 on Tax Map No. 37-85-A. Signed Marian B. Henry, Foreman."

3 Do you want the jury polled?

4 MR. SOBERICK: Yes, Your Honor.

5 THE COURT: Do we have a list of the jurors?

6 BALIFF: Ms. Gentry took it with her.

7 THE COURT: All right. Well, I'll do the  
8 best I can.

9 As I point to you, would you stand up, tell  
10 me your name, and whether this is your vote or not?

11 MR. HAYWOOD: Thomas Haywood.

12 THE COURT: Is it your vote or not?

13 MR. HAYWOOD: Yes.

14 THE COURT: Did you vote yes?

15 MR. HAYWOOD: Yes, sir.

16 MS. RAZINHA: Francis Razinha. Yes, it is.

17 THE COURT: Next.

18 MR. EMERSON: David Emerson. It's my vote.

19 THE COURT: All right, sir.

20 MR. JONES: Benjamin Jones. Yes.

21 THE COURT: All right.

22 MS. HENRY: Marian Henry. Yes, it was.

23 MS. MONTAGUE: Dale Montague. Yes, it was.

24 THE COURT: All right.

25 MS. PARKER: Penny Parker. Yes, it was.



1 THE COURT: Seems to be unanimous, Mr.  
2 Soberick.

3 Ladies and gentlemen, thank you very much.  
4 It's been a long day, and I certainly on my behalf appreciate  
5 it. I've enjoyed being with you. I look forward to coming  
6 over here again sometime. Thank you very much.

7 (Whereupon, the jury was dismissed.)

8 MR. SOBERICK: I would move, Your Honor, to  
9 set aside the verdict as being contrary to the law and the  
10 evidence. It's clear, Your Honor, and uncontradicted that the  
11 legal title to this property was in Mr. Hibble -- I mean Mr.  
12 Smith, Harold Smith.

13 THE COURT: I'm not sure I totally agree with  
14 you, Counsel, but go ahead.

15 MR. SOBERICK: Okay. As far as the elements  
16 for adverse possession, Your Honor, there is nothing -- the  
17 evidence that they had was just insufficient, Your Honor, to  
18 show adverse possession. Merely cutting timber occasionally is  
19 not enough. They have to do more, Your Honor. They didn't --  
20 it's wild and uncultivated land that didn't get changed at all.  
21 It's still wild and uncultivated land, and they haven't met the  
22 requirements of hostile -- of adverse possession, that it be  
23 hostile and exclusive and lasting and visible. They may have  
24 met one or two of them, but they haven't met the openness,  
25 requirement, Your Honor, the notoriety and be actually adverse.

1                   Additionally, Your Honor, Mr. Hibble didn't  
2 intend to adverse anybody's land.

3                   THE COURT: Well, that's always the case, Mr.  
4 Soberick. People that get land don't sit right down when they  
5 get a deed and say ah-hah, ah-hah, I've gotten two acres that  
6 belong to somebody else, and I hereby intend to start my  
7 proceedings for adverse possession. That's not the way it  
8 works. Over a period of years they decide, finally decide that  
9 they have an adverse possession. But excuse me, I --

10                  MR. SOBERICK: That's my motion, Your Honor.  
11 I don't have anything else to add.

12                  THE COURT: Anything else?

13                  MR. SOBERICK: No, Your Honor.

14                  THE COURT: Mr. Hicks?

15                  MR. HICKS: Your Honor, I would ask that the  
16 Court enter up judgment based on the issue out of Chancery. Of  
17 course, it's up to Your Honor whether you accept it or not, but  
18 I think it's amply supported by the evidence. We had color of  
19 title. We showed that we were using it hostile to anybody  
20 else. And not just once cut timber, but cut timber and cut  
21 pound poles and everything else. And, Your Honor, to me it's a  
22 serious question about the good title of the defendant here  
23 with a deed from the governor that calls for a different parcel  
24 of land.

25                  THE COURT: All right, sir. The one thing

1 that concerned me, Mr. Soberick, it really did, the fact that  
2 that deed from Chuck Robb back in 1982 described the wrong  
3 parcel of land. No question about it. I asked the question --  
4 maybe you had gone out -- but I asked the question when the  
5 jury went out, after the jury had gone out, had there been any  
6 amendment of any kind, amended deed of any kind granted, and I  
7 was told no. And that goes -- as to the two of them deed-wise,  
8 as to the two of them it seems to me Mr. Hibble has a much  
9 better deed than your client does. At least his meets the  
10 requirements of description, and the property is there.

11 On the other hand, your client's deed is --  
12 describes a piece of land that really doesn't exist. By the  
13 tax map I agree, but it doesn't exist. Your client admits that  
14 he bought a pig in a poke, he didn't know what he was buying,  
15 had no idea what he was buying. He bought a piece of property  
16 that started off by saying it was in the estate of Thomas  
17 Griffin. During the sale it was changed from the estate of  
18 Thomas Griffin to parties unknown. Unknown. And he bought it.  
19 Then he began after he bought it -- he did no research of any  
20 kind that I heard of in the way of evidence prior to the  
21 purchase. He didn't determine who owned it, the piece of  
22 property he was buying, where it was located, or anything of  
23 any kind. He simply bought it.

24 MR. SOBERICK: And I'll just respond briefly,  
25 Your Honor. First of all, at the auction the property was not



1 changed in the name of the owner, it was simply changed to  
2 unknown tax map parcel.

3 THE COURT: All right.

4 MR. SOBERICK: Additionally, Your Honor, is  
5 that his deed from Chuck Robb says the land of Thomas Griffin  
6 Estate. The tax map number isn't the description of the  
7 property, it's merely for identification purposes. But it's  
8 the name of the property, that's what he purchased. He  
9 purchased the land of Thomas Griffin.

10 THE COURT: And again, I'm not convinced in  
11 my mind firmly, the reason I'm reluctant to set this aside,  
12 quite honestly, that the surveyor did the job they were  
13 supposed to do or should have done to verify more of the  
14 ownership of this property.

15 You know, if I own a piece of property like  
16 this and there are five or six people surrounding me and I've  
17 got X number of acres, in order to really clear the thing as to  
18 how much acreage I've got compared to the five people  
19 surrounding me, I've got to know what are the qualifications  
20 that you own five acres, Mr. Hicks owns five, Mr. Hibble owns  
21 five. That land has got to be surveyed to determine whether  
22 your ownership is right or not in order to determine whether  
23 mine is right or not. It wasn't done in this case. I asked  
24 Mr. Kerns that. He said he didn't do it. In any event, if  
25 you've got anything else to say for the record, say it.

251



1 MR. SOBERICK: No, Your Honor.

2 THE COURT: Mr. Hicks, do you got anything to  
3 say for the record?

4 MR. HICKS: No.

5 THE COURT: I overrule your motion, sir, and  
6 directly enter up the verdict of the jury. I think it's  
7 largely a question of fact. The jury went out at 4:30, came  
8 back in at 7:00, stayed out two and a half hours. I'm sure  
9 they wrestled with it. But it seems to me a question of fact,  
10 and the jury resolved it in favor of Mr. Hibble.

11 And I'll enter up your judgment, Mr. Hicks,  
12 if you will present an order.

13 MR. HICKS: I'll have it for you next week,  
14 Your Honor.

15 THE COURT: All right. Mail it to me in  
16 Williamsburg, and it will be entered.

17 - - -

18 (Thereupon, the trial was adjourned at  
19 7:00 p.m., on Friday, June 7, 1991.)

20 - - -

1 COMMONWEALTH OF VIRGINIA

2 COUNTY OF GLOUCESTER, to-wit:

3  
4 I, Jan M. Baldensperger, Registered Professional  
5 Reporter, do hereby certify that the foregoing pages are a true  
6 and accurate transcript of the proceedings had at the time and  
7 place mentioned.

8 This 5th day of August, 1991.

9  
10  
11  
12 COPY

13  
14  
15 Jan M. Baldensperger,  
Registered Professional Reporter

16 My Commission expires September 4, 1991.  
17  
18  
19  
20  
21  
22  
23  
24  
25

253

VIRGINIA:

BOOK 36 PAGE 164

IN THE CIRCUIT COURT OF THE COUNTY OF GLOUCESTER, ON FRIDAY, THE 7TH DAY OF JUNE, 1991.

PRESENT: THE HONORABLE RUSSELL M. CARNEAL, JUDGE DESIGNATE.

H. F. Hibble, Plaintiff

VS. (chancery No. 88-4966

4/7/88

Harold W. Smith, Defendant

This day came H. F. Hibble, the plaintiff, in person, and by C. F. Hicks, his attorney, and the defendant, Harold W. Smith, in person, and by Michael T. Soberick, his attorney, having heretofore filed their grounds of defense herein, issue is joined.

Whereupon, came a jury, to-wit: David E. Emerson, Thomas C. Haywood, Marion B. Henry, Benjamin S. Jones, Dale B. Montague, Penny H. Parker and Francis A. Razinha, who were sworn to well and truly try the issue joined and a true verdict give according to the evidence and the law.

The evidence of the plaintiff and defendant was presented and at the conclusion of all of the evidence and after receiving instructions from the Court and hearing argument of counsel, the jury retired to their room to consult of their verdict and after some time returned into Court with the following verdict:

"We, the Jury, on the issue joined, find that H. F. Hibble, is the owner of 9.58 acres, more or less, as shown on tax map no. 37-85A.

Marion B. Henry, Foreman

"

The defendant, by counsel, moved to set aside the verdict as being contrary to the law and evidence, which motion was overruled and to which ruling of the

Court, counsel for the defendant excepts.

It is therefore adjudged and ordered that the plaintiff, H. F. Hibble is the owner of 9.58 acres, more or less, as shown on tax map no. 37-85A.

It is further ordered that this matter be removed from the docket of this Court.

Enter this: 6/7/91

Russell M. Caines  
Judge Designate

A Copy-teste:  
Charles E. King, Jr., Clerk  
By Ann G. King Deputy Clerk



VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF GLOUCESTER

H.F. HIBBLE,

Plaintiff,

v.

Chancery Number: 4966

EDWARD V. MAYNARD, IV

and

HAROLD W. SMITH

and

THOMAS GRIFFIN and the

Unknown Heirs at law of

Thomas Griffin, Parties Unknown,

Defendants.

#### NOTICE OF APPEAL

The Defendants, Edward V. Maynard, IV and Harold W. Smith, by counsel, hereby give notice of appeal from the decree of this Court entered on June 7, 1991 and further give notice that the trial transcript concerning the testimony and other incidents of trial will be filed, all in compliance with Rule 5A:6 of the Rules of the Supreme Court of Virginia.

EDWARD V. MAYNARD, IV and  
HAROLD W. SMITH

By: 

Of Counsel

Michael T. Soberick  
P.O. Box 976  
Hayes, VA 23072  
(804) 642-5050

#### CERTIFICATE

I, Michael T. Soberick, Counsel of Record for the defendants, Edward V. Maynard, IV and Harold W. Smith, hereby certify that:

1. Appellants are Edward V. Maynard, IV and Harold W. Smith

2. Counsel for Appellants is Michael T. Soberick, Esquire, P.O. Box 976, Hayes, VA 23072, (804) 642-5050.

3. Appellee is H.F. Hibble.

4. Counsel for Appelle is C.F. Hicks, Esquire, P.O. Box 708, Gloucester, VA 23061, (804) 693-2500.

5. A copy of the transcript has been ordered from the court reporter who reported the case.

6. A true copy of the foregoing notice was mailed to C.F. Hicks, Esquire, counsel for H.F. Hibble, at the address stated above, he being the only opposing counsel in this matter.

EDWARD V. MAYNARD, IV and  
HAROLD W. SMITH

By:   
Of Counsel

#### ASSIGNMENTS OF ERROR

The trial court erred in entering judgment for the plaintiff when the evidence failed to show any title to the land in controversy in the plaintiff either through plaintiff's chain of title (paper record) or by adverse possession.

**Plaintiff's Exhibit 1- Tax Map**

**This exhibit is too large to be reasonably reproduced  
and can be located in the Clerk's office  
of the Supreme Court of Virginia**



329

(Joseph C. Cooke Est)  
 Mary Catherine Cooke Wilson- (C):: THIS DEED made this 31st day of May, 1951,  
 (As. ; Tax \$3.00 ::  
 to ( 30a; \$10; A.D. :: between MARY CATHERINE COOKE WILSON, unmarried,  
 ::  
 H. F. Hibble ----- (W):: party of the first part; and H. F. HIBBLE,  
 ::  
 5/31/51 6/2/51 :: party of the second part. WITNESSETH: That  
 The said party of the first part, for and in consideration of Ten Dollars and other  
 valuable consideration, has granted, bargained and sold, and by these presents  
 does grant, bargain, sell and convey, with general warranty of title, unto the  
 said party of the second part, his heirs and assigns forever, the following  
 described property and all buildings and improvements thereon, and all rights of  
 way and other appurtenances thereunto belonging, to-wit: That certain tract or  
 parcel of land, lying and being in Abingdon Magisterial District, Gloucester  
 County, Virginia, near Clay Bank, the same containing thirty (30) acres, more or  
 less, and is bounded on the North by the land of which Edmond Gregory died seized;  
 on the East by land of Hal D. Leigh; on the South by land of James Selden; and  
 on the West by the public highway leading from Clay Bank Fork to Clay Bank and by  
 land of J. Hairston Seawell and land of Edmond Taylor. It being the unsold portion  
 of that tract of thirty-five (35) acres of land conveyed to Joseph C. Cooke by  
 deed of Joseph Cooke and Louisa A. Cooke, his wife, dated May 17, 1921, and recorded  
 in the Clerk's Office of the Circuit Court of said County in Deed Book 45, page  
 309, the said Joseph C. Cooke having departed this life unmarried and intestate,  
 leaving as his sole heirs at law, his sister the said Mary Catherine Cooke Wilson.  
 The said Joseph C. Cooke having in his lifetime sold and conveyed to J. Hairston  
 Seawell a tract of one acre from the said thirty-five acre tract by deed dated  
 May 1, 1944 and recorded in the said Clerk's Office in Deed Book 75, page 86, and  
 also sold and conveyed to Edmond Taylor a tract of four (4) acres from the said  
 thirty-five acre tract by deed dated October 16, 1945 and recorded in the said  
 Clerk's Office in Deed Book 77, page 195. The said party of the first part cove-  
 nants that she is seized of the said land in fee simple; that she has the right  
 to convey the said land to the said party of the second part; that she has done  
 no act to encumber the same; that the said party of the second part shall have  
 quiet possession of the said land, free from all encumbrances; and that she, the  
 said party of the first part, will execute such further assurances of the title  
 to the said land as may be requisite.  
 WITNESS the following signature and seal.

Received the original deed and paid

 Alex 17" 1951  
 H. F. Hibble

Mary Catherine Cooke Wilson (SEAL)

DISTRICT OF COLUMBIA ,To-wit:

I, John T. Stewart, Jr., a Notary Public in and for the District aforesaid, do certify that Mary Catherine Cooke Wilson, whose name is signed to the foregoing writing, bearing date the 31st day of May, 1951, has acknowledged the same before me in my district aforesaid.



Commission Expires Mar.15, 1952.

Given under my hand and official seal this 31st day of May, 1951.

John T. Stewart, Jr. Notary Public

THIS DEED, with the certificate annexed thereto, was delivered to the Clerk of the Circuit Court of Gloucester County, Virginia, on the 2nd day of June 1951, admitted to record at 11:05 o'clock A. M., and is recorded. \$2.20 U. S.I. R. Stamps affixed and cancelled.

Teste: *Charles E. King, Jr.*, Clerk.

Deed Book 91, page 35.

*Plaintiff Exhibit #2*  
*Filed 6-7-91*  
*(Annexed)*

A Copy-tester:

Charles E. King, Jr., Clerk

By *Charles E. King, Jr.* Deputy Clerk

FOR PLAT OF SURVEY, SEE  
DEED BOOK NO. 280, PAGE 280  
C. P. B. NO. 20, PAGE 856  
RECORDED: Dec. 18, 1951  
*Charles E. King, Jr.* DEPUTY CLERK

H. F. Hibble et ux ----- (W):: THIS DEED made this 2nd day of June, 1951,  
To (\$2,000; 30a & 3.75a; A.D. :: between H. F. Hibble and Mary Lee Hibble,  
Gatesby G. Jones, Trustee ---- (W):: his wife, parties of the first part; and  
for :: Catesby G. Jones, Trustee, party of the  
Bank of Gloucester :: second part. WITNESSETH: That The said  
6/2/51 6/2/51 :: parties of the first part, for and in con-  
sideration of Ten Dollars and other valuable consideration, have granted, bargained  
and sold, and by these presents do grant, bargain, sell and convey, with general  
warranty of title, unto the said party of the second part, his heirs and assigns  
forever, the following described property, and all buildings and improvements  
thereon, and all rights of way and other appurtenances thereunto belonging, to-wit:  
These two certain tracts or parcels of land, lying and being in Abingdon Magisterial  
District, Gloucester County, Virginia, as follows: to-wit: Tract No. 1. Containing  
thirty (30) acres, more or less, and is bounded on the North by the land of which  
Edmond Gregory died seized; on the East by land of Hal D. Leigh; on the South by  
land of James Selden; and on the West by the public highway leading from Clay Bank  
Fork to Clay Bank, and by land of J. Hairston Seawell and land of Edmond Taylor.  
It being the same tract of land conveyed to the said H. F. Hibble by deed of Mary  
Catherine Cooke Wilson, dated May 31, 1951, and to be recorded just before the  
recording of this deed, in the Clerk's Office of the Circuit Court of said County.  
Tract No. 2. Containing three and 75/100 (3.75) acres, and bounded on the North  
by land of Phil Clements; on the East by the public highway leading from Clay Bank  
Fork to Clay Bank; and on the South and West by land of which S. D. Pointer died  
seized. It being the same tract of land conveyed to the said H. F. Hibble by deed  
of Basil B. Roane et ux, dated June 27, 1941, and recorded in the said Clerk's  
Office in Deed Book 71, page 310. IN TRUST, under the provisions of Title 55 of  
the 1950 Code of Virginia and amendments thereto, to secure unto the holder  
thereof the payment of that certain promissory note in the sum of Two Thousand  
(\$2,000.00) Dollars, dated on even date herewith, signed by the said parties of  
the first part, and payable to the order of the Bank of Gloucester, Gloucester,  
Virginia, six months after date, and to secure any and all notes given in renewal  
of the said note, in whole or in part. IF NO DEFAULT BE MADE in the payment of  
the said obligation, then the said parties of the first part shall have a good  
and proper release hereto at their proper cost. IF DEFAULT BE MADE in the payment  
of the said obligation, or any part of the said obligation or in any installment  
of interest thereon, and in that event, at the option of the holder of the said  
obligation, the whole of the sum then due thereunder shall become immediately due  
and payable, then the said Trustee, upon being requested to do so by the beneficiary  
of this deed of trust, shall proceed to sell the property hereby conveyed, according

Expt "B"  
Plenty  
Rec'd 6-7-51  
C. L. D. D. C.



to the provisions of Title 55 of the 1950 Code of Virginia, and amendments thereto.  
Fire insurance required in the sum of Two Thousand (\$2,000.00) Dollars. All  
exemptions waived.

WITNESS the following signatures and seals.

H. F. Hibble (SEAL)

Mary Lee Hibble (SEAL)

State of Virginia)  
County of Gloucester ) to-wit:

I, Hettie C. Jones, a Notary Public in and for the county aforesaid, in the State  
of Virginia, do certify that H. F. Hibble and Mary Lee Hibble, his wife, whose  
names are signed to the foregoing writing, bearing date the 2nd day of June, 1951,

D 13 91- 37

have acknowledged the same before me in my county aforesaid.

My commission expires April 23, 1955.

Given under my hand this 2nd day of June, 1951.

Hettie C. Jones Notary Public

THIS DEED, with the certificate annexed thereto, was delivered to the Clerk of the  
Circuit Court of Gloucester County, Virginia, on the 2nd day of June 1951, admitted  
to record at 11:08 o'clock A. M., and is recorded.

Teste:

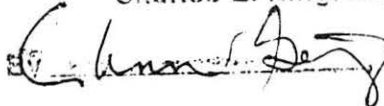
, Clerk.

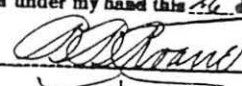
Examined 6 / 12 / 1951.


Deed Book 91, page 36.

A Copy-teste:

Charles E. King, Jr., Clerk

 Deputy Clerk

The ~~1000.00~~ <sup>2000.00</sup> secured by this  
deed of trust ~~was~~ <sup>is</sup> this day produced before me,  
in my office duly cancelled. ~~by Howard M. King, Jr.~~  
Given under my hand this ~~26~~ <sup>26</sup> day of ~~May~~ <sup>May</sup> 19 ~~54~~ <sup>54</sup>  
 Deputy Clerk

paid and the said deed of trust is hereby released.  
Given under my hand this ~~26~~ <sup>26</sup> day of ~~May~~ <sup>May</sup> 19 ~~54~~ <sup>54</sup>  
~~Gloucester Mortgages, Inc.~~  
~~James C. King~~  
Attest:  Clerk



H. F. HIBBLE

TO

S. R. ASHLEY

TIMBER DEED

LAW OFFICE  
CATESSY GRAHAM JONES, JR.  
GLOUCESTER



THIS TIMBER DEED made this 22nd day of February, 1964,  
between H. F. HIBBLE, party of the first part; and S. R. ASHLEY,  
party of the second part.

WITNESSETH: That

The said party of the first part, for and in consideration  
of Ten Dollars (\$10.00) and other valuable consideration, has  
granted, bargained and sold, and by these presents does grant,  
bargain, sell and convey, with General Warranty of title, unto  
the said party of the second part, his heirs and assigns forever,  
all of the merchantable timber, save and excepting the reserva-  
tions hereinafter made, located and growing upon the following  
described property, to-wit:

That certain tract or parcel of land lying  
and being in Abingdon Magisterial District, Gloucester  
County, Virginia, the same containing six (6) acres,  
more or less, being bounded on the Northwest by State  
Route 616; on the Northeast by State Route 631; on the  
Southeast by a stream separating lands of the party of  
the first part from lands of Rosa Carter and children  
and lands of which Walter Lee died seized; and on the  
Southwest by a stream separating this property from  
lands of Selden and others.

It is mutually understood and agreed between the parties  
hereto as follows:

1. That the party of the second part shall have a period  
of sixty (60) days from date of this contract within which to  
cut and remove the said timber hereby conveyed.

2. It is specifically understood that all walnut trees  
are reserved from this conveyance; it is also understood and  
agreed that the party of the first part has reserved from this  
conveyance a body of young pine trees of roughly the size of  
small pulpwood located and growing in an area of approximately  
two and one-half (2½) acres.

Placed in 44 mar 7  
Filed 6-7-91  
C. L. W. By DC. Pmc

3. It is further understood and agreed that the party of the second part shall have a reasonable right of way over all portions of the hereinabove described parcel of land, but that none of the hereinabove described pine trees of small pulpwood size shall be cut.

4. It is further understood and agreed that no mill of any kind shall be erected upon the hereinabove described tract or parcel of land.

5. Seed trees shall be left as required by law.

WITNESS the following signatures and seals in duplicate on the day and year first above written.

  
\_\_\_\_\_  
H. F. Hibole (SEAL)

  
\_\_\_\_\_  
S. R. Ashley (SEAL)

**Plaintiff's Exhibit 5- Plat**

**This exhibit is too large to be reasonably reproduced  
and can be located in the Clerk's office  
of the Supreme Court of Virginia**



A F F I D A V I T

The attached plat, and courses and distance description,  
 made by JOHN T. WARD, Land Surveyor,  
Saluda, Virginia, dated November, 1984  
 of the lands of H. F. Hibble  
 situate in the Petsworth District, Gloucester, Virginia,  
 and being the same land containing 30.60 acres, acquired by  
 the said H. F. Hibble  
 by deed dated May 31, 1951, from Mary Catherine  
Cooke Wilson of record in the Clerk's Office of  
 the Circuit Court of Gloucester County, Virginia, in Deed Book  
91, page 35, is hereby confirmed and submitted for  
 recordation in the aforesaid Clerk's Office.

Given under my/our hand(s) this 18th day of December  
19 84.

H. F. Hibble (SEAL)  
 OWNER

1 (SEAL)  
 OWNER

## STATE OF VIRGINIA

County of LANCASTER, to-wit:

I, Elizabeth R. Jett, a Notary Public for the  
 County of Lancaster, in the State of Virginia, do  
 hereby certify that H. F. Hibble, a/k/a H. FLEET HIBBLE,  
 whose name(s) is/are signed to the foregoing certificate of  
 confirmation by owners and plat, bearing date of the 18th day of  
December, 1984, have acknowledged the same before me  
 in my county aforesaid.

*Plaintiff Exhibit #16 Chg # 4966  
 Filed 6-7-91*

My commission expires: 11/3/87

Given under my hand this 18th day of December, 1984.

Elizabeth R. Stettin Notary Public



(FOR PLAT, SEE CLERK'S PLAT BOOK NO. 20, PAGE 856.)

THIS PLAT, with the certificate..... annexed thereto, was delivered to the Clerk of the Circuit Court of Gloucester County, Virginia, on the 18 day of December, 1984, admitted to record at 11:50 o'clock A. M, and is recorded,

A Copy-tester:  
Charles E. King, Jr., Clerk.

By Elizabeth R. Stettin Deputy Clerk

Original mailed to JAN 28 1985

Teste:

Charles E. King, Jr. Clerk

W. F. Hinkle  
RE: B. N. 145  
Gloucester, Va. 23061

Elizabeth R. Stettin Dep. Clerk JAN 28 1985

130

REAL ESTATE TAX STATEMENT

PROPERTY DESCRIPTION			MAP NUMBER			PARCEL NUMBER		
ANK ES 30.00								
LAND VALUE	BUILDING VALUE	USE VALUE	TOTAL TAXABLE VALUE	TAX RATE	TAX CODE	INSTALLMENT AMOUNT DUE	ADJUSTMENTS	
39,000								

*Land off E. Main St 7 Chgs 4966  
filed 6-7-91  
C. W. Perry DC*

**PLEASE READ IMPORTANT  
MESSAGE ON REVERSE SIDE**

**DATE DUE**

**AMOUNT DUE**

PLEASE MAKE YOUR CHECK PAYABLE TO:  
**GLOUCESTER COUNTY**

MAIL TO  
**MARY F. ALTEMUS, TREASURER**  
GLOUCESTER COUNTY  
P.O. BOX 337  
GLOUCESTER, VA 23061

TAXPAYERS COPY

268

131

Name Griffin, Thomas Est.  
Address

Escheated to Comm. of Va., DB238-619, 7/11/80. Listed on DB as parcel 37-82, but this is incorrect. It is now an unknown.

Telephone No.

Office No.

Home Address

DESCRIPTION	Class	District	No. Acres	Land	Buildings	Timber	Total Value	Acres Trfd.	TRANSFERRED TO	FROM
1 37-82	6452000			1977 Reassessment						
2 White Marsh	543900	2	7.66	8700			8700			DB 22-181, 9/12/89 Geo. D. Strongs
3				1981 REASSESSMENT						
4 White Marsh	6452000	2	7.66	8,700			8,700			" " "
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

Plaintiff Exhibit # 8  
Filed 6-7-91  
C. Ann D. J. C.





REMARKS:



Name: L. F. (L. Fleet)

Address RT. 1, Box 143

6-7-91  
Lynn Bay DC

Telephone No.								Home Address		
Office No.										
DESCRIPTION	Class	District	No. Acres	Land	Buildings	Timber	Total Value	Acres Trfd.	TRANSFERRED TO	FROM
1977 REASSESSMENT										
1 Clay Bank	2	1	3.75	6800	21000		27800			B.B. Roane 1942
2 Clay Bank	2	1	11.00	6700			6700	11.00	DB228-491, 2/1/80	Chesapeake Security Corp. 9/57
3 Bellamy	2	1	1.20	2500	6000		8500		Mervin E. Jr. & Kathleen L. Hillard	Wm. L. Myrtle S. Shep (Evelyn Shepherd Li DB158-132, 8/25/70
4 Loddysbury	5	2	42.00	29400			29400			Lloyd W. & Dorothy Emory 3/21/62 DB125-181
5 Clay Bank	5	4	30.00	18600			18600			Jos. C. Cook, Jr. 6/5/74
6 Clay Bank	2	1	10.00	6000			6000			C. G. Jones, Jr. Sp. Co. (J. W. Gunn, Est.) DB182-10/24/74
1981 REASSESSMENT										
7 Clay Bank	2	1	3.75	10100	25,100		35,200			Equal. Bd 3/4
8 Bellamy	2	1	1.20	5000	8000		13,000			see line 2
9 Clay Bank	2	1	10.00	15,000	12000		18,400			Equal. Bd 3/4
10 Clay Bank	2	1	10.00	18500			15,000	By Svy. 9.82	4/8/83, PB20-246, See Below Into lots per DB256-308,	see line 1
11 Clay Bank	2	1	Lot 1	6000			6000	Lot 1	4/28/83, PB20-246 Sonja J. Gaylor, DB256-761	Equal. Bd 3/4
12 Clay Bank	2	1	Lot 2	5000			5000	Lot 2	2/9/84, PB20-246 Sally G. Simpson; DB267-421,	see line 7
13 Clay Bank	2	1	Lot 3	5000			5000	Lot 3	135, PB20-246, 7/22/83 Jacob & Barbara A. Berghuis; DB260	10/24/74 & PB20-246, J.W. Gunn, Est. DB182-
14 Clay Bank	2	1	Lot 4	6500			6500		Jacob & Barbara A. Berghuis	" " "
15 Clay Bank, Lot 5	2	1	2.71	10000			10000		40 North S. Bailey	" " "
16 Clay Bank, Lot 6	2	1	5.00	12,000	200		12,200		P.O. Box 1325, 211, 9A 23061	" " "

REMARKS:

2500 @ 24% = 600

HIBBLE, H. F. (H. Fleet)

Gum Fork Route 1, Box 25, Gloucester, Va

ABINGDON DISTRICT PETS WORTH

DESCRIPTION	MAP REF.	NO. ACRES	VALUE LAND, ETC.	BUILDINGS	TIMBER ONLY	TOTAL VALUE	TAX	ACRES TRFD.	TRANSFERRED TO	FROM
Bank		3.75	110	650		760	19.00			B. B. Roane 1942
Bank		30	470	400		870	21.75			Jos. C. Cook, Jr. 6-
1955 REASSESSMENT										
Bank		30	500	120		620	15 50			Jos. C. Cook, Jr. 6-
Bank		3.75	110	780		890	22 25			B. B. Roane 1942
Bank		11	140	30		170	4 25			9/57 Chesapeake Securities
1961 REASSESSMENT										
Clay Bank		30	510	90		600	15.00			Jos. C. Cook, Jr. 6-
Clay Bank		3.75	240	1440		1680	76.45		Additional added 3-7-67	9/57 B. B. Roane 1942
Clay Bank		11	160			160	4.40			9/57 Chesapeake Securities
1967 REASSESSMENT										
Bank		30.00	1920	640		2560	56.32	30.00	for 1971 See Gloucester Point Dist.	Jos. C. Cook, Jr. 6-
Bank		3.75	320	2960		3280	82.00			B. B. Roane 1942
Bank		11.00	480			480	12.00			Corp. 9/57 Chesapeake Securities
any		1.20	240	1200		1440	36.00			ShepherdLife, DB158-132, Wm. L. & Myrtle D. Shepherd
1972 REASSESSMENT										
Clay Bank		3.75	1400	2600		4000				B. B. Roane 1942
Clay Bank		11.00	1120			1120				9/ Chesapeake Securities C ShepherdLife, DB158-132,



This deed secured by the deed of trust has been fully paid and the said deed of trust is hereby released. Given under my hand this 21st day of May, 1921.

This deed secured by this deed of trust has been fully paid and the said deed of trust is hereby released. Given under my hand this 21st day of May, 1921.

Warranty of title, the following property, to-wit: All that certain tract or parcel of land, lying and being in Abingdon Magisterial District, in the County of Gloucester, and State of Virginia near Clopton, containing Thirteen acres, and bounded as follows; On the North by the land of Frank Whiting; On the East by the marsh owned by Laura A. Leigh; On the South by the land of Ned Jackson; And on the West by the road leading from the County road to the creek. It being the same tract or parcel of land which was conveyed to the said Eugene Taylor by J. S. Leavitt by deed bearing date the 7th day of May, 1921, which is to be record in the Clerk's Office of the Circuit Court of Gloucester County simultaneously with this deed. TO HAVE AND TO HOLD, the said tract or parcel of land, with all the appurtenances thereunto belonging unto him the said G. E. Cary his heirs and assigns, forever. IN TRUST, however, to secure unto the said J. S. Leavitt the payment of the said debt of One Hundred & Fifty three 75/100 dollars, evidenced as aforesaid and all interest that may accrue thereon. IF NO DEFAULT be made in the payment of the said debt, this deed is to be void. BUT IF DEFAULT be made in the payment of the said debt, then the said Trustee on being required to do so by the beneficiary in this Deed shall proceed to sell the property hereby conveyed as provided by Code of Virginia 1919, Section 5167. The said parties of the first part hereby waive the benefit of their Homestead Exemption as the debt intended to be secured by this deed.

Witness the following signatures and seals.

Eugene Taylor (seal)  
Daisy Taylor (seal)

State of Virginia, County of Gloucester, to-wit,  
I, E. A. Lee, Deputy for B. B. Roane, Clerk of the Circuit Court for the County aforesaid, in the State of Virginia, do certify that Eugene Taylor and Daisy Taylor, his wife, whose names are signed to the writing above, bearing date on the 7th day of May, 1921, have acknowledged the same before me in my County aforesaid, and in my Office.

Given under my hand this 21st day of May, 1921.

E. A. Lee, Deputy Clerk

THIS DEED, with the certificate annexed thereto, was delivered to the Clerk of the Circuit Court of Gloucester County, Virginia, on the 21st day of May, 1921, admitted to record at 9:25 o'clock A. M. and is recorded.

Teste:  
B. B. Roane, Clerk  
By E. A. Lee, Deputy Clerk.

Examined 5/31/1921.

(233)

Recd. June 6 1921 Joseph Cooke, Jr.

Joseph Cooke et ux----- (c) :: THIS DEED made this 17th. day of May, in the year 1921, to (35A. \$600.00 A. D. J :: between Joseph Cooke and Louisa A. Cooke, his wife, of the County of Gloucester, and State of Virginia, parties of the first part, and Joseph C. Cooke, of the said County of Gloucester, party of the second part; WITNESSETH, that the said Joseph Cooke and Louisa A. Cooke, his wife, for and in consideration of the sum of SIX HUNDRED DOLLARS, to them in hand paid, at and before the sealing and delivery of these presents, the receipt whereof, is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey with general warranty of title, unto the said Joseph C. Cooke, the following property, to-wit: All that certain tract or parcel of land, lying and being in Abingdon Magisterial District, in the County of Gloucester, and State of Virginia, containing Thirty-five acres, and bounded as follows; On the North by the land of which Edmund Gregory died seized; On the East by the land of Hal D. Leigh; On the South by the land of James Selden, And on the West by the Main County Road leading from Howard's Store

Chy # 4966  
Plaintiff & H&A #10  
Filed 6-7-91

to Clay Bank. It being the same tract or parcel of land which was conveyed to the said Joseph Cooke by T. J. Stubblefield by his deed which is now of record in the Clerk's Office of the Circuit Court of Gloucester County. TO HAVE AND TO HOLD the said tract or parcel of land, together with all the appurtenances thereunto belonging, unto him the said Joseph C. Cooke, his heirs and assigns, forever. The said parties of the first part covenant that they have the right to convey the said land to the grantee, that they have done no act to encumber the same, that the grantee shall have quiet possession of the said land free from all encumbrances, and that they the said parties of the first part will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals.

Witness C. E. Cary

Joseph <sup>mark</sup> Cooke (seal)  
Louisa A. Cooke (seal)

Stamp: Stamped \$1.00 U. S. Int. Rev. stamp and stamp cancelled.  
E. A. Lee Deputy Clerk.

State of Virginia, County of Gloucester, to-wit:  
I, Virginia I. Cary, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Joseph Cooke whose name is signed to the writing above bearing date on 17th day of May, 1921, has acknowledged the same before me in my County aforesaid.

Given under my hand this 17th day of May, 1921.

Virginia I. Cary, Notary Public.

My commission expires January 26, 1921.

State of Virginia, County of Gloucester, to-wit:  
I, Virginia I. Cary, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Louisa A. Cooke, the wife of Joseph Cooke, whose name is signed to the writing above bearing date on the 17th day of May, 1921, has acknowledged the same before me in my County aforesaid.

Given under my hand this 21st day of May, 1921.

Virginia I. Cary, Notary Public.

My commission expires Jan. 26, 1922.

THIS DEED, with the certificates annexed thereto, was delivered to the Clerk of the Circuit Court of Gloucester County, Virginia, on the 21st day of May, 1921, admitted to record at 11:30 o'clock A. M. and is recorded.

A Copy to be:  
Charles E. King, Jr., Clerk  
By Sherry E. Nyst Examined 5/24/19 Deputy Clerk

Teste: B. B. Roane, Clerk  
By E. A. Lee, Deputy Clerk.

(234)

John N. Tabb et ux----- (w) :: THIS DEED made this 1st day of December, 1919, between  
to (2A. W. D. :: John N. Tabb and Cynthia Tabb, his wife, parties of the  
F. Tucker Wood----- (c) :: first part, and F. Tucker Wood, party of the second  
:: part, WITNESSETH: that WHEREAS one Felix Smith did contract with Misses Belle Tabb, Maggie Tabb and M. M. Tabb to purchase a certain five acre tract of land which was a part of the "Back Creek" estate of which John N. Tabb died seized, and WHEREAS the said Felix Smith did, before completing the said contract, sell to the said F. Tucker Wood, with the consent of the Misses Belle Tabb, Maggie Tabb and M. M. Tabb, two acres of the said two acre tract, and WHEREAS the said Misses Belle Tabb, Maggie Tabb and M.

No. 11  
C. H. H. H.

No. 11  
C. H. H. H.

*[Handwritten signature]*

Gift

Rocky Mountain Children



Chy #4966  
Plaintiff Exhibit 11  
Filed 6-7-91  
[unclear] DC  
Pune

**Defendant's Exhibit A- Plat**

**This exhibit is too large to be reasonably reproduced  
and can be located in the Clerk's office  
of the Supreme Court of Virginia**



# HYLTON HOWE REAL ESTATE & AUCTION CO.,

## SALE AGREEMENT OF ESCHEAT PROPERTY

Sale No. 141

This agreement of sale made in triplicate this 25 day of June 19 82  
between McClanahan Ingles, Esq., Escheator for Gloucester County, Va (hereinafter known as Vendor)  
and Edward W. Maynard and Sandra M. Maynard (hereinafter known as Vendee)  
and \_\_\_\_\_ (hereinafter known as Agent)

### WITNESSETH

That for and in consideration of the full purchase price of \$ 2,700.00 by cash ☐ Check ☒ in hand paid,  
receipt of which is hereby acknowledged, the Vendor agrees to sell and the Vendee agrees to buy, all that certain lot,  
or parcel of land, with all the appurtenances (if any) thereunto belonging and described as follows: \_\_\_\_\_

GRIFFIN, THOMAS, ESTATE

7.66 acres, White Marsh, Gloucester Point Magisterial District

Official Tax No. ~~XXXX~~ UNKNOWN

The Vendor agrees to obtain State Grant.

WITNESS the following signatures and seals made this \_\_\_\_\_ day of June, 19 82

\_\_\_\_\_  
(SEAL) E W Maynard (SEAL)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

*Dependant Exhibit B  
filed 6-7-91  
C. Ann D. D.C.*

139

BOOK 251 PAGE 709  
COMMONWEALTH OF VIRGINIA

Charles S. Robb, Esquire, Governor of the Commonwealth of Virginia

**To All to Whom These Presents Shall Come, Greeting:**

**Know Ye,** that in consideration of the sum of Two Thousand Seven Hundred Dollars (\$2,700.00) paid by one-half undivided interest to Edward W. Maynard, IV, and one-half undivided interest to Harold W. Smith, as tenants in common, into the treasury of this Commonwealth, there is granted by the Commonwealth unto the said Edward W. Maynard, IV and Harold W. Smith a certain tract or parcel of land, formerly belonging to Estate of Thomas Griffin and escheated to the Commonwealth, containing 7.66 acres, lying in the county of Gloucester, White Marsh, Gloucester Point Magisterial District, shown as tax map number 37-82.

*Defendant Whit C  
file 6-7-91  
C. Ann D.C.*

RECORDED  
LAND OFFICE  
VIRGINIA STATE LIBRARY  
Book 128 Page 395 Date SEP 2 1982  
*W. J. Maynard*  
State Librarian

**To Have and to Hold the said Tract or Parcel of Land, with its appurtenances, to the said Edward W. Maynard, IV and Harold W. Smith and their heirs forever**

**In Witness Whereof, The said Charles S. Robb**

*Governor of the Commonwealth of Virginia, hath hereunto set his hand, and caused the Lesser Seal of the Commonwealth to be affixed at Richmond, on the 13th day of August*

*in the year of our Lord one thousand nine hundred eight-two and of the Commonwealth the two hundred seventh*

*Charles S. Robb*



A copy-teste:  
Charles E. King, Jr., Clerk  
By *Margaret M. Allen*, Deputy Clerk

THIS **LAND GRANT** with the certificate thereon, was delivered to the Clerk of the Circuit Court of Gloucester County, Virginia, on the 18 day of October, 19 82, admitted to record at 10:12 o'clock A. M., and is recorded,

Teste:

*Charles E. King, Jr.* Clerk

Original mailed to 11-23-82

*Harold W. Smith*

*Edw. W. Maynard*

*Edw. W. Maynard*

*Edw. W. Maynard* Clerk

BOOK 199 PAGE 639

THIS DEED, made this 19th day of April, 1977, between RICHARD A. CREWS and ELIZABETH CREWS, his wife, parties of the first part; and CONWAY H. SHIELD, III, Trustee of Woodberry Real Estate Trust, party of the second part.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of \$10.00 and other valuable considerations to them in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey with General Warranty of Title and with English Covenants of Title unto CONWAY H. SHIELD, III, Trustee of Woodberry Real Estate Trust, all of the right, title and interest of the parties of the first part in and to the following described property, with all buildings and improvements thereon and all rights of way and appurtenances thereunto belonging, to-wit:

PARCEL ONE - All that certain tract or parcel of land lying and being in Abingdon Magisterial District, Gloucester County, Virginia, known and designated as Lot Number 7-1/2 and containing five (5) acres as shown on a Plat of Survey made by R. A. Folkes, County Surveyor and being a part of Woodberry Farm; together with an easement of right of way over and across the existing road as a means of ingress and egress to and from the public highway.

PARCEL TWO - All that certain tract or parcel of land lying and being in Abingdon Magisterial District, Gloucester County, Virginia, containing 15 acres, more or less, but conveyed in gross and not by the acre, and is bounded on the North by land now or formerly of W. E. Lawson; on the South by land now or formerly of Lickey Carter and land now or formerly of Billy Riley; on the East by land now or formerly of William Harvey; and on the West by land now or formerly of Thomas Griffin; together with an easement of right of way over and across the existing road as a means of ingress and egress to and from the public highway.

They being the same two lots or parcels of land an undivided interest in which was conveyed to Richard A. Crews by Roland E. Lee, et al, by deed dated April 30, 1975, and recorded in the Clerk's Office of the Circuit Court of Gloucester County, Virginia, in Deed Book 186, Page 357.

THIS CONVEYANCE is made subject to the easements, conditions and restrictions of record applicable to the title to the land herein conveyed.



WITNESS the following signatures and seals:

Richard A. Crews (SEAL)  
RICHARD A. CREWS

Elizabeth Crews (SEAL)  
ELIZABETH CREWS

STATE OF VIRGINIA

COUNTY OF GLOUCESTER, To-Wit:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 1977, by RICHARD A. CREWS and ELIZABETH CREWS.

Harry A. Morris  
Notary Public

My Commission Expires:

SEPT 3, 1978

THIS DEED with the certificate annexed thereto, was delivered to the Clerk of the Circuit Court of Gloucester County, Virginia, on the 21 day of April, 19 77, admitted to record at 2:05 o'clock P.M., and is recorded, \$ 30.00 Tax imposed by Section 23-54.1 paid.

Teste: Charles E. King, Jr. Clerk

HARRY A. MORRIS  
ATTORNEY AT LAW  
GLOUCESTER, VIRGINIA



Norfolk, VA 23518

CH 10 # 4966  
Dependent & what E  
Filed 6-7-91  
C. Ann. Ex. DC.

Home Address

Admission Slip

[illegible]

Adverse Convictions, Thomas Griffin Sept 12, 1906 (D/B 22-181)

21-356 Sept 12, 1896 7 5/8 ac TO H G Moore, Tinter (D/T released 4/4/04)  
26-447 5/22/03 Thos H Griffin et al (prop in Wm Dist cont 65 23/100 ac)  
29-130 1/17/06 Thos H Griffin et al (prop on Rt 17 in Ark)  
86-373 12/3/49 Thos W Griffin et al D/T - released  
90-445 3/15/51 Jas E Griffin et al 1/13 int in Jas E Griffin et  
113-1 5/15/58 Thos W Griffin et al D/T - Released  
120-82 10/1/60 Thos W Griffin et al D/T - Released  
238-619 8/13/82 Escheat of 7.66 ac TO E W M <sup>TO</sup> & H W S

Re ad: 8/5/93 D/B 18-36  
9/7/01 D/B 25-281

Defendants Exhibit J. Chy # 4966  
Filed 6-7-91  
(Ann Gentry, DC.)

pm

By *[Signature]*  
A. Copy-Tester  
Charles E. King, Jr., Clerk

Deed Book 26, page 148

*[Signature]*  
J. P. Davis  
Attest

That deed with the certificate annexed thereto was delivered to the Clerk of the County Court of Lincoln County on the 10th day of February, 1913.

at P. Davis Deputy Clerk.

1913  
I, J. P. Davis, Deputy Clerk of the County Court of Lincoln County, do hereby certify that the within deed was duly recorded in my county of record and is now on file in my county of record.



*[Signature]*  
J. P. Davis  
Deputy Clerk

of the County Court of Lincoln County, Missouri, do hereby certify that the within deed was duly recorded in my county of record and is now on file in my county of record.

Witness my hand and seal this 10th day of February, 1913.







BOOK 251 PAGE 709  
COMMONWEALTH OF VIRGINIA

Charles S. Robb, Esquire, Governor of the Commonwealth of Virginia

**To All to Whom These Presents Shall Come, Greeting:**

**Know Ye**, that in consideration of the sum of Two Thousand Seven Hundred Dollars (\$2,700.00) paid by one-half undivided interest to Edward W. Maynard, IV, and one-half undivided interest to Harold W. Smith, as tenants in common, into the treasury of this Commonwealth, there is granted by the Commonwealth unto the said Edward W. Maynard, IV and Harold W. Smith a certain tract or parcel of land, formerly belonging to Estate of Thomas Griffin and escheated to the Commonwealth, containing 7.66 acres, lying in the county of Gloucester, White Marsh, Gloucester Point Magisterial District, shown as tax map number 37-82.

RECORDED  
LAND OFFICE  
VIRGINIA STATE LIBRARY  
Book 128 Page 395 Date SEP 2 1982  
*W. H. Jones*  
State Librarian

To Have and to Hold the said Tract or Parcel of Land, with its appurtenances, to the said Edward W. Maynard, IV and Harold W. Smith and their heirs forever

In Witness Whereof, The said Charles S. Robb

Governor of the Commonwealth of Virginia, hath hereunto set his hand, and caused the Lesser Seal of the Commonwealth to be affixed at Richmond, on the 13th day of August

in the year of our Lord one thousand nine hundred eight-two and of the Commonwealth the two hundred seventh

*Charles S. Robb*



A Copy-tester:  
Charles E. King, Jr., Clerk  
Deputy Clerk

THIS LAND GRANT with the certificate of recording made, was returned to the Clerk of the Circuit Court of Gloucester County, Virginia, on the 18 day of October 1982, admitted to record at 10:12 o'clock A. M. and is recorded.

Teste: *Charles E. King Jr.* Clerk  
285

Original mailed to 11-23-82  
*Harold W. Smith*  
*Edward W. Maynard, IV*  
*John B. Williams*  
Clerk

fine

State of Virginia Gloucester Co. D. H. H.

Geo. J. Smith  
1898

Wm. B. Smith  
1898

Recd. Twenty five dollars  
in this debt  
by some mistake  
1898

June 3 1898

Supports account of Council  
This 8th day of June 1898  
Wm. B. Smith  
1898 Deputy Clerk

in the sum of fifty dollars evidenced by two notes of thirty dollars each, promissory  
This does due June 1st 1897 & June 1st 1898. And whereas that Griffin is desirous to secure  
the said sum of fifty dollars into the said Geo. J. Smith, now, therefore this deed made and  
entered into this 12th day of Sept. 1896 between that Griffin and Eliza J. his wife partner  
of the first part and W. B. more Shuler party of the second part, witnesseth that for and in  
consideration of five dollars in hand paid the receipt whereof is hereby acknowledged, the  
parties of the first part do convey unto it, more Shuler, all that certain piece or parcel of  
land upon which the said that Griffin & wife do now reside being the same land parcel  
as of Geo. J. Smith and situated near Day Bank and containing seven & 1/2 acres with all  
buildings and appurtenances thereto belonging, bounded on the north by the land of Joseph L.  
Stuttsfield on the east by the land of that Weaver, & others on the south by the land of Wm. W.  
Bowler & on the west by the main road leading to Day Bank, he hath to secure Geo. J.  
Stutts in the sum of fifty dollars as it becomes due per bonds as aforesaid. And if the  
party of the first part fail to pay off the said notes as presented, then the said W. B. more  
Shuler shall when so he shall make sale of said land hereby conveyed in such manner  
as the law may prescribe, and from proceeds thereof shall first pay to the principal &  
interest then due the said Geo. J. Stutts the cost of recording this deed, &c. and the re-  
mainer of any shall pay over to the said that Griffin or his assigns.

But if the said that Griffin shall pay to the said notes and interest thereon when  
demanded as to do then this deed shall be void otherwise to remain in full force  
and virtue. Witness the following signatures & seals the day & year above written.

R. J. Griffin  
Eliza J. Griffin  
Read  
Read

State of Virginia  
County of Gloucester

I, J. B. Bowler, a Justice for the County aforesaid, in  
the State of Virginia, do certify that R. J. Griffin and Eliza J. Griffin  
when named are assigned to the writing, facts annexed, bearing date on  
the 12th day of September 1896 have acknowledged the same before me in my  
County aforesaid.

Witness my hand this 12th day of September 1896.  
J. B. Bowler J. P.

This deed with the certificate annexed thereto, are placed  
in the books of the County Court of Gloucester County on the 21st day of  
October, 1897. Admitted to record and is recorded.

Wm. B. Smith, Deputy Clerk.

A Copy testifies:

Charles E. King, Jr., Clerk

By Wm. B. Smith, Deputy Clerk

We, the jury, find that the properties listed on the  
attached sheet have escheated to the Commonwealth of Virginia:

7/11/20

<u>Arthur S. Long</u>	<u>Susan W. Briggs</u>
<u>Mary R. Hogg</u>	<u>Clair P. Mixnick</u>
<u>Edward B. Roberts</u>	<u>Willard C. Rice</u>
<u>Garland W. Oliver</u>	<u>B. H. Greene</u>
<u>Kenneth M. Brown</u>	<u>J. H. Fann</u>
<u>Shirley S. Grace</u>	<u>John H. Village</u>
<u>Mary B. Lewis</u>	<u>Channing W. Mitchell</u>
<u>C. John Winstke</u>	

McClanahan Ingles, Escheator for the  
County of Gloucester, Virginia

Chy. No. 3124

Filed  
Original mailed to 5-28-21  
Commonwealth Chy. # 3124



GLOUCESTER COUNTY, VIRGINIA  
REAL ESTATE TAXES DELINQUENT AT LEAST SEVEN YEARS

	PERSON ASSESSED AND DESCRIPTION OF PROPERTY	OFFICIAL TAX MAP NUMBER
1.	BANKS, SAM, ESTATE 3 acres, Ware Neck, Ware Magisterial District	34-179
2.	<del>BELVIN, CURTIS &amp; GLADYS</del> <del>.50 acre, Maryus, York</del> <del>Magisterial District</del>	53-28
3.	BELVIN, HOWARD D. .50 acre, Maryus, York Magisterial District	53-279
4.	BELVIN, MURTIE & BEULAH DEAL Lot, Maryus, York Magisterial District	53-53
5.	BENTLEY, EMILY, ESTATE 2.73 acres, Back Creek, Ware Magisterial District	33-73
6.	BONNIEVILLE, W. T., JR. 2.75 acres, Jenkins Neck, York Magisterial District	53-166A
7.	<del>BRAXTON, JAMES</del> <del>3 acres, Hickorys, Petsworth</del> <del>Magisterial District</del>	19-20
8.	<del>BRAXTON, JAMES</del> <del>2.65 acres, Iron Bridge, Ware</del> <del>Magisterial District</del>	25-115
9.	BRAXTON, SARAH, ESTATE .50 acre, Ware Neck, Ware Magisterial District	34-266
10.	BRAXTON, VERNA ET AL 1.25 acres, Bridges, Abingdon Magisterial District	45-219
11.	BROOKS, MARY A. 2 acres, Brookville, Ware Magisterial District	33-185
12.	BURNETT, AARON 2 acres, Ware Neck, Ware Magisterial District	33-102
13.	BURRELL, COLEMAN, ESTATE 2 acres, Abingdon, Abingdon Magisterial District	39-127
	BURRELL, PEGGY, ESTATE 3 acres, Indian Road, Ware Magisterial District	18-48

MARTIN, HICKS & TOLLES, L.L.C.  
 ATTORNEYS AT LAW  
 GLOUCESTER VIRGINIA 22061



- |     |  |        |
|-----|--|--------|
| 15. | BUTLER, GEORGE, ESTATE<br>2 acres, Maryus, York<br>Magisterial District                                  | 53-44A |
| 16. | <del>CLOPTON, RANDALL CARTER</del><br><del>1 acre, Abingdon</del><br><del>Magisterial District</del>     | 39-95  |
| 17. | CARY, ELIZABETH<br>2 acres, Rich Neck, Abingdon<br>Magisterial District                                  | 39-30  |
| 18. | CARY, LUCY<br>2 acres, Rich Neck, Abingdon<br>Magisterial District                                       | 39-31  |
| 19. | COFER, ESTELLE, ESTATE<br>.95 acre, Ordinary, Abingdon<br>Magisterial District                           | 45-424 |
| 20. | <del>COOK, CHARLES R., ESTATE</del><br><del>3 acres, Bena, York</del><br><del>Magisterial District</del> | 52-45  |
| 21. | COOKE, HESTER<br>2 acres, Nest, Petsworth<br>Magisterial District  | 38-239 |
| 22. | <del>COOK, JESSE, SR., ESTATE</del><br><del>2 acres, Bena, York</del><br><del>Magisterial District</del> | 52-215 |
| 23. | COOK, WILLIAM & PEGGY<br>2 acres, Selden, Abingdon<br>Magisterial District                               | 40-135 |
| 24. | CORBIN, JERRY<br>2.25 acres, Ordinary, Abingdon<br>Magisterial District                                  | 45-465 |
| 25. | COSBY, DANIEL<br>1 acre, Ware Neck, Ware<br>Magisterial District   | 34-146 |
| 26. | COTTEE, HENRY M.<br>1 acre, Naxera, Abingdon<br>Magisterial District                                     | 41-78  |
| 27. | DEAL, MARTHA, LIFE ESTATE<br>.50 acre, Maryus, York<br>Magisterial District                              | 53-51  |
| 28. | DIXON, ALICE & CLARENCE<br>2 acres, Rich Neck, Abingdon<br>Magisterial District                          | 39-41  |
| 29. | DUDLEY, NELLIE<br>2 acres, Rich Neck, Abingdon<br>Magisterial District                                   | 39-32  |

MARTIN, NICKS & INGLES, LIA  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 23051

Removed from Escheat  
See Chy. Order Bk. 25, pg. 348  
39-41

30.	<del>GAY, GARLAND</del> <del>.66 acre, Zanoni, Ware</del> <del>Magisterial District</del>	33-188
31.	<del>GAYLE, SARAH J.</del> <del>.50 acre, Rich Neck, Abingdon</del> <del>Magisterial District</del>	39-25A
32.	GORDON, LOUISA 3 acres, James Store, Petsworth Magisterial District	26-1
33.	<del>GREEN, CLARENCE E.</del> <del>.75 acre, Mill Creek, York</del> <del>Magisterial District</del>	53-127A
34.	GREEN, SUSANA Lot, Maryus, York Magisterial District	53-301
35.	GREEN, WILLIE C. ET AL .50 acre, Aberdeen, Gloucester Point Magisterial District	37-57G
36.	GREGORY, NATHANIEL, ESTATE 1 acre, Ware Neck, Ware Magisterial District	33-98
37.	HALL, JOE F. 1 acre, Abingdon, Abingdon Magisterial District	45-440
38.	HALL, THOMAS LINWOOD & KATHERINE B. 1 acre, Severn, York Magisterial District	Land removed from Escheat See Chy.Order Bk. 25,pg.336 47-172C
39.	HAMMOND, RANDALL, ESTATE 2.50 acres, Roanes, Abingdon Magisterial District	40-65
40.	HARRIS, GRACE 3 acres, Bridges, Abingdon Magisterial District	39-85
41.	HARRISON, WILLIAM HENRY, ESTATE 2 acres, Selden, Abingdon Magisterial District	40-126
42.	HAWKINS, LIZZIE 1 acre, Ware Neck, Ware Magisterial District	33-104
43.	<del>HILL, JUNIUS H. &amp; GLADYS L.</del> <del>1.76 acres, Lot 3, Indian Road,</del> <del>Ware Magisterial District</del>	32-282
44.	HOGG, CORNELIA, ESTATE Lot, Wicomico, Gloucester Point Magisterial District	50-91A

MARTIN, HICKS & INGLES, LLP  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 23061

- |     |   |         |
|-----|---|---------|
| 45. | <del>HOGG, NANNIE ET AL</del><br><del>1.50 acres, Crockett, Abingdon</del><br><del>Magisterial District</del> | 39-188  |
| 46. | HOGGE, DOUGLAS<br>1.25 acres, Perrin, York<br>Magisterial District  | 52-393  |
| 47. | HOLDEN, JAMES H.<br>.19 acre, Maryus, York<br>Magisterial District  | 53-64A  |
| 48. | HUGHES, MARY<br>1 acre, Bridges, Abingdon<br>Magisterial District   | 45-358  |
| 49. | JACKSON, FRANK<br>3 acres, Ordinary, Abingdon<br>Magisterial District   | 45-381  |
| 50. | JACKSON, GEORGE<br>.50 acre, Ordinary, Abingdon<br>Magisterial District                                       | 45-362  |
| 51. | JACKSON, GEORGE<br>.22 acre, Ordinary, Abingdon<br>Magisterial District                                       | 45-360  |
| 52. | JACKSON, JAMES E.<br>2 acres, Tylers, Abingdon<br>Magisterial District  | 45-542  |
| 53. | JACKSON, JAMES P.<br>.12 acre, Dragon, Petsworth<br>Magisterial District                                      | 2-6     |
| 54. | JACKSON, PHILLIP, ESTATE<br>2 acres, Back Field, Ware<br>Magisterial District                                 | 33-193  |
| 55. | JACKSON, ROBERT<br>1.92 acres, Tylers, Abingdon<br>Magisterial District                                       | 45-521  |
| 56. | JARVIS, WILLIAM & FRANCIS<br>3 acres, Ware Neck, Ware<br>Magisterial District                                 | 34-182  |
| 57. | JEFFERSON, JAMES E.<br>2.56 acres, Bena, York<br>Magisterial District   | Unknown |
| 58. | JENKINS, CLINTON J.<br>2 acres, Maryus, York<br>Magisterial District  | 53-266  |
| 59. | JENKINS, NICHOLAS, ESTATE<br>2 acres, Maryus, York<br>Magisterial District                                    | 53-84   |

MARTIN HICKS & INGLES, LMC  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 23001

Removed from  
escheat 6/10  
Chy.Order Bk  
25,pg.296

- |     |  |   |
|-----|--|---|
| 60. | JENKINS, SAMUEL<br>.25 acre, Severn, York<br>Magisterial District                            | Land removed from Escheat<br>See Chy. Order Bk. 25, pg. 318<br>53-18A |
| 61. | JOHNSON, HENRY, JR., ESTATE<br>2.38 acres, Bena, York<br>Magisterial District                | 52-18   |
| 62. | JONES, CHARLOTTE<br>3 acres, Back Creek, Ware<br>Magisterial District                        | 33-95   |
| 63. | JONES, FANNIE<br>.50 acre, Ware Neck, Ware<br>Magisterial District                           | 34-55   |
| 64. | KEMP, MARGARET<br>.66 acre, Back Field, Ware<br>Magisterial District                         | 33-189  |
| 65. | <del>KING, J. H., ESTATE<br/>2 acres, Achilles, York<br/>Magisterial District</del>          | 52-333  |
| 66. | <del>KING, J. H., ESTATE<br/>Lot, Perrin, York<br/>Magisterial District</del>                | 52-4058   |
| 67. | LAWS, JOHN<br>1 acre, James Store, Petsworth<br>Magisterial District                         | 19-388  |
| 68. | LEWIS, ABRAHAM<br>1.85 acres, Bridges, Abingdon<br>Magisterial District                      | 45-13   |
| 69. | LEWIS, EDDIE<br>.25 acre, Ordinary, Abingdon<br>Magisterial District                         | 45-361  |
| 70. | LEWIS, EDDIE<br>.50 acre, Ordinary, Abingdon<br>Magisterial District                         | 45-363  |
| 71. | LEWIS, LAWRENCE FREEMAN & LAURA A.<br>2 acres, Back Creek, Ware<br>Magisterial District      | 33-96   |
| 72. | LEWIS, ROSETTA<br>1 acre, Bridges, Abingdon<br>Magisterial District                          | 45-432  |
| 73. | LLEWELLYN, THOMAS<br>2 acres, Ware Neck, Ware<br>Magisterial District                        | 34-136  |
| 74. | MID-STATE HOMES, INC.<br>.46 acre, Dragon-Gray Subdivision<br>Petsworth Magisterial District | 4A-7A   |

MARTIN HICKS & INGLES, LPA  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 23061



- |     |  |  |
|-----|--|--|
| 75. | MID-STATE HOMES, INC.<br>.25 acre, Maryus, York<br>Magisterial District                                      | 53-86A   |
| 76. | MILES, NANCY<br>2 acres, Roanes, Abingdon<br>Magisterial District  | 40-49  |
| 77. | MONROE, ALBERTA<br>3 acres, Back Field, Ware<br>Magisterial District   | 33-220   |
| 78. | MONROE, ALBERTA<br>2 acres, Back Field, Ware<br>Magisterial District   | 33-202   |
| 79. | MONTAGUE, JOHN & EVA<br>2 acres, Roanes, Ware<br>Magisterial District  | 32-119   |
| 80. | MONTAGUE, WILLIAM<br>.50 acre, Dutton, Petsworth<br>Magisterial District                                     | 12-39  |
| 81. | <del>MORRIS, ADDISON<br/>.27 acre, Sassafras, Petsworth<br/>Magisterial District</del>                       | 29A-4  |
| 82. | MORRIS, ELIZABETH<br>1 acre, Belroi, Petsworth<br>Magisterial District                                       | Removed from Escheat<br>See Chy.Order Bk. 25, pg. 342<br>30-143A |
| 83. | <del>MORRIS, MARTHA E. ELLEN, ESTATE<br/>2 acres, Sassafras, Petsworth<br/>Magisterial District</del>        | 23-85  |
| 84. | MORRIS, THOMAS<br>.33 acre, Sassafras, Petsworth<br>Magisterial District                                     | 29A-8  |
| 85. | <del>NEAR NU AUTO SALES, INC.<br/>.50 acre, Dragon Gray Subdivision<br/>Petsworth Magisterial District</del> | 4A-7C  |
| 86. | NEELY, WILLIE<br>2 acres, Sassafras, Petsworth<br>Magisterial District                                       | 23-56  |
| 87. | NOGGINS, BEVERLY<br>3 acres, Gloucester, Ware<br>Magisterial District  | 24-111   |
| 88. | NOGGINS, C. ET AL<br>2.10 acres, Gloucester, Ware<br>Magisterial District                                    | 24-110   |
| 89. | NOGGINS, JULIA<br>1 acre, Hornets Nest, Petsworth<br>Magisterial District                                    | 11-44  |

MARTIN HICKS & INGLES, LMC  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 22061

90.	<del>OAKLEY, HENRY S. &amp; GRACE G.</del> <del>.70 acre, Lots 6, 8, 10, Fox Hill</del> <del>Development, Abingdon Magisterial District</del>	Unknown
91.	PATTERSON, ALEC 3 acres, Harcum, Petsworth Magisterial District	12-12
92.	PAYNE, WASHINGTON 1.50 acres, Selden, Abingdon Magisterial District	40-116
93.	PEOPLES NATIONAL FUND, INC. .40 acre, Maryus, York Magisterial District	53-304
94.	POLLARD, HARRIET 1 acre, Roanes, Abingdon Magisterial District	40-61
95.	<del>PRYOR, ALTON DOUGLAS</del> <del>.50 acre, Woods Cross Roads, Petsworth</del> <del>Magisterial District</del>	16-87A
96.	REED, MOSES 1 acre, Ware Neck, Ware Magisterial District	34-245
97.	ROANE, CARDELIA 1 acre, Indian Road, Ware Magisterial District	18-16
98.	ROANE, FRANK 2 acres, Woodstock, Petsworth Magisterial District	15-24
99.	ROBINS, THADDEUS M. .48 acre, Chestnut, Ware Magisterial District	Removed from Escheat See Chy. Order Bk. 25, Pg. 346 31-136
100.	ROWE, B. F., JR. .50 acre, Ware Neck, Ware Magisterial District	34-151
101.	ROWE, BENJAMIN 1.50 acres, Ware Neck, Ware Magisterial District	34-152
102.	ROWE, EMMA 2.83 acres, Achilles, York Magisterial District	52-360
103.	SCOTT, JOHN, ESTATE 2.50 acres, Shelden, Abingdon Magisterial District	40-123
104.	<del>SHACKELFORD, D. F.</del> <del>2 acres, Maryus, York</del> <del>Magisterial District</del>	53-336

MARTIN HICKS & INGLES, L.L.C.  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 22061

- |      |   |         |
|------|---|---------|
| 105. | <del>SHACKELFORD, ERVIN RANDOLPH</del><br><del>20 acre, Maryus, York</del><br><del>Magisterial District</del>             | 53-267E |
| 106. | <del>SHACKELFORD, FLORENCE J.</del><br><del>26 acre, Maryus, York</del><br><del>Magisterial District</del>                | 53-267C |
| 107. | SHACKELFORD, GEORGE W.<br>2.50 acres, Maryus, York<br>Magisterial District  | 53-311  |
| 108. | SHACKELFORD, HESTER<br>2 acres, Maryus, York<br>Magisterial District  | 53-289  |
| 109. | <del>SHACKELFORD, JAMES WALTER &amp; DALLAS FAYE</del><br><del>Lot, Maryus, York</del><br><del>Magisterial District</del> | 53-3248 |
| 110. | SHACKELFORD, MABEL J.<br>1.80 acres, Maryus, York<br>Magisterial District   | 53-267B |
| 111. | SHACKELFORD, ROGER<br>1 acre, Maryus, York<br>Magisterial District  | 53-282  |
| 112. | SMITH, GAITHER<br>2 acres, Zanoni, Ware<br>Magisterial District   | 33-174  |
| 113. | <del>SMITH, MISSOURI</del><br><del>1 acre, Bridges, Abingdon</del><br><del>Magisterial District</del>                     | 45-26   |
| 114. | SMITH, TOM<br>.12 acre, Severn, York<br>Magisterial District  | 48-15   |
| 115. | TALIAFERRO, PHILLIP<br>2.50 acres, Gloucester, Ware<br>Magisterial District   | 24-60   |
| 116. | <del>TALIAFERRO, WILLIAM</del><br><del>2 acres, Robins Neck, Abingdon</del><br><del>Magisterial District</del>            | 40-118  |
| 117. | THOMAS, BEULAH B.<br>1.45 acres, Achilles, York<br>Magisterial District   | 52-305  |
| 118. | <del>THOMAS, FLORENCE BOOKER</del><br><del>.47 acre, Severn, York</del><br><del>Magisterial District</del>                | 47-159  |
| 119. | THORNTON, OCTAVIA ET AL<br>2 acres, Rich Neck, Abingdon<br>Magisterial District   | 39-40   |

MARTIN HICAS & INGLIS, LPA  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 23061

- |      |  |   |
|------|--|---|
| 120. | TOWNS, JANE F.<br>1 acre, Ware Neck, Ware<br>Magisterial District  | 34-177  |
| 121. | TRAVERS, JACK<br>2 acres, Ware Neck, Ware<br>Magisterial District  | 34-154  |
| 122. | <del>TRAVERS, JACK<br/>1.10 acre, Ware Neck, Ware<br/>Magisterial District</del>                           | Unknown   |
| 123. | TRAVERS, MARY ANN<br>2.28 acres, Ware Neck, Ware<br>Magisterial District                                   | 34-153  |
| 124. | TYLER, JOSHUA<br>1 acre, Ware Neck, Ware<br>Magisterial District   | 34-176  |
| 125. | WALKER, VIRGINIA<br>2 acres, Gloucester, Ware<br>Magisterial District                                      | 24-58   |
| 126. | WALKER, W. G., ESTATE<br>.60 acre, Bena, York<br>Magisterial District                                      | 52-204  |
| 127. | WALLACE, MARY<br>3 acres, James Store, Petsworth<br>Magisterial District                                   | 20-31   |
| 128. | WALTON, NELLIE WAYNE (A. Clements, Life)<br>2.50 acres, Ordinary, Gloucester Point<br>Magisterial District | Land removed from Escheat<br>See Chy. Order Bk. 25, Pg. 333<br>45-280 |
| 129. | WARD, ELMO C. & VIRGINIA L.<br>.51 acre, Dragon-Gray Subdivision,<br>Petsworth Magisterial District        | 4A-7B   |
| 130. | WASHINGTON, JOE<br>2.80 acres, Dragon, Petsworth<br>Magisterial District                                   | 4-56  |
| 131. | WASHINGTON, VIRGINIA<br>2 acres, Bridges, Abingdon<br>Magisterial District                                 | 45-16   |
| 132. | WATERS, NELLIE<br>3 acres, Rich Neck, Abingdon<br>Magisterial District                                     | 39-37   |
| 133. | WEBB, FRANK<br>2 acres, Hornets Nest, Petsworth<br>Magisterial District                                    | 11-46   |
| 134. | WEST, ANNIE (NANNIE)<br>1.60 acres, Maryus, York<br>Magisterial District                                   | 53-334  |

MARTIN HICKS & INGLES, LHM  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 23061



- |      |   |         |  |
|------|---|---------|--|
| 135. | WEST, BENJAMIN FRANKLIN<br>1.50 acres, Maryus, York<br>Magisterial District                             | 53-39A  | Removed from<br>Eschest, see<br>Order Bk. 24,<br>564 |
| 136. | WEST, CHRIS, ESTATE<br>1 acre, Jenkins Neck, York<br>Magisterial District                               | 53-226  |  |
| 137. | <del>WEST, EDGAR R., JR. &amp; BETTY ANN WEST<br/>.70 acre, Maryus, York<br/>Magisterial District</del> | 53-36   |  |
| 138. | <del>WEST, ELLIS L. &amp; SANDRA O. WEST<br/>.95 acre, Severn, York<br/>Magisterial District</del>      | 47-218  |  |
| 139. | <del>WEST, HERBERT HOOVER<br/>.75 acre, Jenkins Neck, York<br/>Magisterial District</del>               | 53-213  |  |
| 140. | WEST, LEROY G. & ELSIE W. WEST<br>1 acre, Maryus, York<br>Magisterial District                          | 53-87   |  |
| 141. | WEST, MARY<br>.50 acre, Jenkins Neck, York<br>Magisterial District                                      | 53-178  |  |
| 142. | <del>WEST, PEARL &amp; LUTHER<br/>2 acres, Maryus, York<br/>Magisterial District</del>                  | 53-107  |  |
| 143. | WEST, REBECCA, ESTATE<br>Lot, Severn Marsh, York<br>Magisterial District                                | 47-165  |  |
| 144. | WEST, ROBERT, ESTATE<br>.95 acre, Severn, York<br>Magisterial District                                  | 52-3778 |  |
| 145. | WEST, WALTER OF KIT & ELLA JENKINS WEST<br>1 acre, Maryus, York<br>Magisterial District                 | 53-269  |  |
| 146. | WEST, WARNER, JR. & BETTY ANN WEST<br>.50 acre, Maryus, York<br>Magisterial District                    | 53-39B  |  |
| 147. | WEST, WILLIAM, ESTATE<br>1.50 acres, Jenkins Neck, York<br>Magisterial District                         | 53-230  |  |
| 148. | WHITE, SENIE<br>.95 acre, Ordinary, Abingdon<br>Magisterial District                                    | 45-421  |  |
| 149. | WHITING, J. EDWARD<br>3 acres, Ware Neck, Ware<br>Magisterial District                                  | 34-93   |  |

MARTIN HICKS & INGLES, LTD  
ATTORNEYS AT LAW  
CAROLLESTER VIRGINIA 22061

150.	<del>WHITING, R. FRANK</del> <del>2 acres, Nest, Petsworth</del> <del>Magisterial District</del>	31-104
151.	WHITING, THOMAS, ESTATE .83 acre, Ordinary, Abingdon Magisterial District	45-425A
152.	WHITTAKER, WILLIE 2 acres, Ordinary, Abingdon Magisterial District	45-508
153.	WILLIAMS, EDWARD .25 acre, Ware Neck, Ware Magisterial District	Unknown
154.	WILLIS, JOHN M. 1 acre, Ware Neck, Ware Magisterial District	34-11
155.	<del>ANDERSON, SARAH D.</del> <del>5 acres, Roanes, Abingdon</del> <del>Magisterial District</del>	39-197
156.	BELVIN, I. H. 5.50 acres, Broad Marsh, Abingdon Magisterial District	Removed from Escheat See Chy. Order Bk. 25, Pg. 352 51-400
157.	BOOTH, CATHERINE 5 acres, Snugly, Ware Magisterial District	32-110
158.	<del>BRAXTON, BURGESS</del> <del>21.75 acres, Ponds, Petsworth</del> <del>Magisterial District</del>	19-17
159.	BROOKS, MILLIE 5 acres, Brookville, Ware Magisterial District	Unknown
160.	BROWN, ELIZA 4.60 acres, Woodberry, Petsworth Magisterial District	37-110
161.	BROWN, GENE THOMAS & JULIA ANN BROWN 5 acres, Belroi, Petsworth Magisterial District	30-147B
162.	BROWN, JOHN H., ESTATE 16.61 acres, Woods Cross-Roads, Petsworth Magisterial District	16-65
163.	<del>BROWN, JOHN (TONY)</del> <del>4.86 acres, Maryus, York</del> <del>Magisterial District</del>	53-315
164.	<del>BROWN, ROBERT</del> <del>16.60 acres, Woods Cross Roads,</del> <del>Petsworth Magisterial District</del>	16-68

Land removed  
from escheat  
See Chy. Order Bk.  
25, pg. 215

MARTIN HICKS & INGLES, LPA  
ATTORNEYS AT LAW  
CLOUDESTON VIRGINIA 23061

165. BROWN, WILLIAM, ESTATE  
8.33 acres, Maryus, York  
Magisterial District 53-338
166. BURRELL, ANNIE  
7.25 acres, Snugly, Ware  
Magisterial District Removed from Escheat  
See Chy. Order Bk. 25, pg. 340.  
32-114
167. ~~BURRELL, PETER, ESTATE~~  
~~4 acres, Snugly, Ware~~  
~~Magisterial District~~ 32-143
168. ~~BURRELL, TOM~~  
~~7 acres, Snugly, Ware~~  
~~Magisterial District~~ 32-115
169. CAMPBELL, WILLIAM A.  
4 acres, Brookville, Ware  
Magisterial District 39-159
170. CARY, GEORGE, ESTATE  
7 acres, Cash, Petsworth  
Magisterial District 10-37
171. CARY, NANCY  
5 acres, Bridges, Abingdon  
Magisterial District Removed from Escheat  
See Chy. Order Bk. 25, pg. 350.  
45-10
172. CLAYTON, EMILY J.  
3.60 acres, New Upton, Petsworth  
Magisterial District Land removed from  
Escheat See Chy. Order Bk. 25, pg. 316 11-22
173. CLAYTON, H. R.  
16 acres, Clopton, Abingdon  
Magisterial District 45-461
174. COLEMAN, ALEX  
5 acres, James Store, Petsworth  
Magisterial District 19-101
175. ~~COOK, WARNER W., ESTATE~~  
~~14.73 acres, Woods Cross Roads,~~  
~~Petsworth Magisterial District~~ 15-92
176. ~~DIXON, WILLIAM, ESTATE~~  
~~15.75 acres, Bridges, Abingdon~~  
~~Magisterial District~~ 45-301
177. DRIVER, JAMES  
22 acres, Ark, Petsworth  
Magisterial District 16-58
178. DUDLEY, JOHN  
3.38 acres, Rich Neck, Abingdon  
Magisterial District 39-33
179. DUDLEY, JOHN  
6 acres, Rich Neck, Abingdon  
Magisterial District 39-27

MARTIN HICKS & INGLES, INC.  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 23061

180.	FLOYD, CORA ANN 5 acres, Bridges, Abingdon Magisterial District	45-332
181.	GRIFFIN, THOMAS, ESTATE 7.66 acres, White Marsh, Gloucester Point Magisterial District	37-82
182.	GRIFFIN, WILLIAM & SAM 5.25 acres, Abingdon, Abingdon Magisterial District	45-458
183.	HAMMOND, ANNIE 5 acres, Indian Road, Petsworth Magisterial District	18-99
184.	HARRIS, FRANK 13.75 acres, Indian Road, Petsworth Magisterial District	18-93
185.	HARROD, LEE 8 acres, Ordinary, Abingdon Magisterial District	45-466
186.	<del>HOGGE, NANNIE, ET AL, ESTATE</del> <del>60 acres, Maryus, York</del> Magisterial District	53-31
187.	HUGHES, ADDIE 9 acres, Ordinary, Abingdon Magisterial District	46-7
188.	HUGHES, CHARLES W., ESTATE 9.28 acres, Abingdon, Abingdon Magisterial District	45-406
189.	JACKSON, AGNES 5 acres, Back Field, Ware Magisterial District	33-219
190.	JACKSON, HATTIE, ESTATE 7 acres, Ware Neck, Ware Magisterial District	33-118
191.	JACKSON, JAMES E. 5 acres, Ordinary, Abingdon Magisterial District	45-543
192.	JACKSON, RALPH 4 acres, Back Creek, Ware Magisterial District	33-103
193.	JARVIS, J. W., ESTATE 6.50 acres, Ware Neck, Ware Magisterial District	34-129A
194.	JENKINS, NICHOLAS, ESTATE 5 acres, Maryus, York Magisterial District	53-62

MARTIN, HICKS & INGLES, L.L.C.  
ATTORNEYS AT LAW  
GLOUCESTER, VIRGINIA 23061



- |      |   |         |
|------|---|---------|
| 195. | JOHNSON, GEORGE H. & JAMES<br>4.73 acres, Bena, York<br>Magisterial District                                  | 52-217A |
| 196. | JONES, ABRAM, ESTATE<br>5 acres, Nest, Gloucester Point<br>Magisterial District                               | 38-71   |
| 197. | JONES, JAMES<br>10 acres, Woods Cross-Roads,<br>Petworth Magisterial District                                 | 22-196  |
| 198. | JONES, JAMES (SYLVIA LEMON)<br>12.20 acres, Woods Cross-Roads,<br>Petworth Magisterial District               | 22-8    |
| 199. | JONES, ROBERT<br>4.76 acres, Arkansas, Petworth<br>Magisterial District                                       | 38-187  |
| 200. | JORDAN, J. A. P., ESTATE<br>5.50 acres, Hayes Store Swamp,<br>Abingdon Magisterial District                   | 51-16   |
| 201. | KING, HENRY & WIFE<br>5 acres, Indian Road, Petworth<br>Magisterial District                                  | 18-36   |
| 202. | LANCASTER, J. H.<br>3.74 acres, Sassafras, Petworth<br>Magisterial District                                   | 23-45   |
| 203. | LEE, JOHN<br>5 acres, Lees Neck, Petworth<br>Magisterial District   | 8-31    |
| 204. | <del>LEIGH, D. F., ESTATE<br/>8.50 acres, Borums on Aberdeen,<br/>Gloucester Point Magisterial District</del> | 38-81   |
| 205. | <del>LEIGH, N. B., ESTATE<br/>16.50 acres, Aberdeen, Gloucester<br/>Point Magisterial District</del>          | 38-90   |
| 206. | <del>LEMON, MORDECAI<br/>24 acres, Ark, Petworth<br/>Magisterial District</del>                               | 16-60   |
| 207. | LEMON, THOMAS<br>8 acres, Woods Cross-Roads,<br>Petworth Magisterial District                                 | 16-59   |
| 208. | LEWIS, ABRAHAM<br>5 acres, Bridges, Abingdon<br>Magisterial District  | 45-12   |
| 209. | LEWIS, ROBERT, ESTATE<br>14.86 acres, Bridges, Abingdon<br>Magisterial District                               | 45-19   |

MARTIN, HICKS & INGLES, L.L.C.  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 22061

210.	LOCKLEY, ALBERT 4 acres, Pinetta, Petsworth Magisterial District	29-40
211.	LOCKLEY, JAMES 5.63 acres, Woods Cross-Roads, Petsworth Magisterial District	15-51
212.	MILLER, WILLIAM, ESTATE 16.16 acres, Nest, Gloucester Point Magisterial District	Removed from Escheat See Chy. Order Bk. 25, pg. 344 38-22
213.	MOORE, JOSHUA 4 acres, Ordinary, Abingdon Magisterial District	46-11
214.	MORGAN, CHARLOTTE 7 acres, Abingdon, Abingdon Magisterial District	45-452
215.	NORMAN, WALTER, ESTATE 8 acres, Cash, Petsworth Magisterial District	10-19
216.	<del>OAKLEY, HENRY S. &amp; GRACE G. 18.55 acres, Ordinary, Abingdon Magisterial District</del>	45-511
217.	OLIVER, WASHINGTON, ESTATE 6.50 acres, Coke, Gloucester Point Magisterial District	38-96
218.	DWENS, EDWARD R., ESTATE 3.25 acres, Jenkins Neck, York Magisterial District	53-177
219.	PAGE, WASH 5 acres, Crocketts, Abingdon Magisterial District	39-178
220.	POLLARD, LIZZIE WASH WARE 10 acres, Martins Hill, Petsworth Magisterial District	22-30
221.	REDMAN, SMITH 10 acres, Turks Ferry, Petsworth Magisterial District	5-14
222.	REED, CLARA, ESTATE 6 acres, Ordinary, Abingdon Magisterial District	45-495
223.	ROLPH, M. B. 8 acres, Ordinary, Abingdon Magisterial District	45-364
224.	SCOTT, FANNIE 7 acres, Severn Hall, Abingdon Magisterial District	Unknown

MARTIN HICKS & INGLE, L.L.C.  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 22061

225. ~~SCOTT, WILLIAM~~  
~~10 acres, Turks Ferry, Petsworth~~  
~~Magisterial District~~ 5-15
226. SEDGEWICK, W. R., ESTATE  
5.50 acres, Center Fork, Petsworth  
Magisterial District 38-162
227. ~~SHEPPARD, JOSHUA~~  
~~11.06 acres, Bellamy, Petsworth~~  
~~Magisterial District~~ 31-31
228. SIMS, MARTHA S.  
5 acres, Snugly, Ware  
Magisterial District 32-107
229. SMITH, EDWARD  
8.84 acres, Ark, Petsworth  
Magisterial District 23-73
230. SMITH, L. O.  
9 acres, Ware Neck, Ware  
Magisterial District 34-291
231. SMITH, THOMAS (OF MIKE)  
10 acres, Browns Bay, York  
Magisterial District 48-6
232. SMITH, WILLIAM  
4 acres, Back Field, Ware  
Magisterial District 33-192
233. TALIAFERRO, H. B. & E. V.  
4 acres, Woodville, Abingdon  
Magisterial District 45-491
234. TALIAFERRO, JOHN H.  
3.33 acres, Gloucester, Ware  
Magisterial District 24-57
235. ~~TAYLOR, JESSE B. & MARIE V.~~  
~~4 acres, Clay Bank, Gloucester~~  
~~Point Magisterial District~~ 37-84
236. TAYLOR, MARTHA  
7.10 acres, Snugly, Petsworth  
Magisterial District 38-192
237. THOMAS, MOLLIE  
4.38 acres, Gloucester, Ware  
Magisterial District 24-146
238. ~~THORNTON, SAM & ANNA~~  
~~5 acres, Crocketts, Abingdon~~  
~~Magisterial District~~ 39-171
239. TYLER, NATHANIEL  
3.20 acres, Ware Neck, Ware  
Magisterial District 34-178

Removed from Escheat  
See Chy. Order Bk. 25, pg. 354

MARTIN, NICKS & INGLES, L.L.  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 22061

240.	VETTER, J. L. 7 acres, Gloucester Point Swamp, Abingdon Magisterial District	51-9
241.	<del>WARD, HALEY 4 acres, Ebenezer, Ware Magisterial District</del>	18-5
242.	<del>WASHINGTON, DELPHIA 3.40 acres, Bens, York Magisterial District</del>	51-359
243.	<del>WASHINGTON, J. E. H. 3.30 acres, Bens, York Magisterial District</del>	51-358
244.	WASHINGTON, JIM 10 acres, Adner, Petsworth Magisterial District	9-66
245.	WASHINGTON, PETER 5 acres, Sassafras, Petsworth Magisterial District	22-59
246.	<del>WASHINGTON, PHIL 5 acres, Indian Road, Ware Magisterial District</del>	18-67
247.	<del>WATSON, M. F. 7 acres, Sadlers Neck, Abingdon Magisterial District</del>	46-165
248.	<del>WATSON, M. F. 4 acres, Sadlers Neck, Abingdon Magisterial District</del>	46-164
249.	<del>WATSON, M. F. 4 acres, Sadlers Neck, Abingdon Magisterial District</del>	46-163
250.	WEBB, IRENE 5 acres, Dragon, Petsworth Magisterial District	4-35A
251.	WEST, EMILY ET AL 6 acres, Salem, Petsworth Magisterial District	10-71
252.	WEST, FRANK, ESTATE 6 acres, Severn, York Magisterial District	48-43
253.	<del>WHITING, LAWRENCE, ESTATE 10 acres, Clepton, Gloucester Point Magisterial District</del>	38-114
254.	<del>WHITING, RUTH, HELENA ET AL 3.00 acres, West End, Petsworth Magisterial District</del>	21-6

MARTIN, HICKS & INGLES, LPA  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 22064



- |      |  |         |
|------|--|---------|
| 255. | <del>WILSON, JAMES, SR.</del><br><del>36.50 acres, Woods Cross Roads,</del><br><del>Petsworth Magisterial District</del> | 16-14   |
| 256. | WYATT, CECELIA<br>6 acres, Back Field, Ware<br>Magisterial District  | 33-175  |
| 257. | <del>WYATT, ELLEN, ESTATE</del><br><del>9.70 acres, Woodville, Abingdon</del><br><del>Magisterial District</del>         | 45-472  |
| 258. | YANCEY, MARY<br>5 acres, Ark, Petsworth<br>Magisterial District  | 23-97   |
| 259. | JONES, MARIE GRAVES<br>.32 acre, Lot 1, Hayes, Gloucester<br>Point Magisterial District                                  | 50-212G |

MARTIN, HICKS & INGLES, LHO  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 22061

GLOUCESTER COUNTY, VIRGINIA  
PARCELS BELONGING TO PARTIES UNKNOWN

	PERSON ASSESSED AND DESCRIPTION OF PROPERTY	OFFICIAL TAX MAP NUMBER
260.	UNKNOWN Lot, Haynes Subdivision, Petsworth Magisterial District	12B-3A
261.	UNKNOWN 1 acre, Woods Cross-Roads, Petsworth Magisterial District	15-68
262.	UNKNOWN 2 acres, Gum Fork, Gloucester Point Magisterial District	38-40
263.	UNKNOWN 5 acres, Sassafras, Petsworth Magisterial District	29-37C
264.	UNKNOWN 1 acre, Ware Neck, Ware Magisterial District	34-12A
265.	UNKNOWN .92 acre, Ware Neck Lot, Ware Magisterial District	33-110
266.	UNKNOWN Lot, Ware Neck, Ware Magisterial District	33-129
267.	UNKNOWN 1.60 acres, Ware Neck, Lot, Ware Magisterial District	33-100
268.	UNKNOWN 1 acre, Ware Neck Lot, Ware Magisterial District	33-105
269.	UNKNOWN .92 acre, Ware Neck Lot, Ware Magisterial District	33-109
270.	UNKNOWN Lot, Short Lane, Ware Magisterial District	32-111
271.	UNKNOWN Lot, Short Lane, Ware Magisterial District	32-112
272.	UNKNOWN Lot, Short Lane, Ware Magisterial District	32-152
273.	UNKNOWN 1 acre, Belroi, Petsworth Magisterial District	30-162A

MARTIN, HICKS & INGLES, LPA  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 23061

274.	UNKNOWN 1 acre, Brookville, Ware Magisterial District	39-157
275.	UNKNOWN .50 acre, Parcel D, Cherry Grove, Gloucester Point Magisterial District	38-35C
276.	UNKNOWN Lot, Maryus, Marsh, York Magisterial District	53-283
277.	<del>UNKNOWN .75 acre, Severn, York Magisterial District</del>	53-22
278.	UNKNOWN Lot, Maryus, York Magisterial District	53-281
279.	UNKNOWN 2.50 acres, Achilles, York Magisterial District	52-304A
280.	UNKNOWN 1.30 acres, Coleman's Swamp, Abingdon Magisterial District	51-35D
281.	UNKNOWN 2 acres, Coleman's Swamp, Abingdon Magisterial District	50-175B
282.	UNKNOWN 2.50 acres, Coleman's Swamp, Abingdon Magisterial District	50-177A
283.	UNKNOWN 5 acres, Coleman's Swamp, Abingdon Magisterial District	50-177C
284.	UNKNOWN 3 acres, Coleman's Swamp, Abingdon Magisterial District	50-178
285.	UNKNOWN 2.50 acres, Bena, York Magisterial District	52-215A
286.	UNKNOWN 4 acres, Taylor's Store, Abingdon Magisterial District	45-554
287.	UNKNOWN 4 acres, Center Fork, Petsworth Magisterial District	38-163
288.	UNKNOWN 6 acres, Route 605, Indian Road, Petsworth Magisterial District	25-95

Removed fro  
Escheat, see  
Chy. Order E  
24, pg. 496

Removed fro  
Escheat, see  
Chy. Order B  
25, Pg. 338

MARTIN HICKS & INGLES, L.L.C.  
ATTORNEYS AT LAW  
GLOUCESTER, VIRGINIA 23061

289.	UNKNOWN 4 acres, Carter's Creek, Gloucester Point Magisterial District	38-98
290.	UNKNOWN 4 acres, Gum Fork, Gloucester Point Magisterial District	38-77
291.	UNKNOWN 8.86 acres, Sassafras, Petsworth Magisterial District	30-21
292.	UNKNOWN 4.53 acres, Maryus, York Magisterial District	53-319
293.	<del>UNKNOWN 6.00 acres, Achilles, York Magisterial District</del>	52-264
294.	UNKNOWN 4.50 acres, Broad Marsh, Abingdon Magisterial District	51-15
295.	UNKNOWN 11.62 acres, Lot 12, Gloucester Place, Abingdon Magisterial District	45-551
296.	UNKNOWN 4.80 acres, Millwood, Abingdon Magisterial District	39-81
297.	UNKNOWN 48 acres, Woods Cross-Roads, Petsworth Magisterial District	16-61
298.	UNKNOWN .60 acre, James Store, Petsworth Magisterial District	19-66
299.	UNKNOWN 9.25 acres, Bridges, Abingdon Magisterial District	39-100
300.	UNKNOWN 2 acres, Abingdon, Abingdon Magisterial District	39-126
301.	UNKNOWN .27 acre, Crocketts, Abingdon Magisterial District	39-180B
302.	UNKNOWN 9 acres, Roanes, Abingdon Magisterial District	39-193
303.	UNKNOWN Lot, Coke, Gloucester Point Magisterial District	44-119

MARTIN, HICKS & JUNGLES, LLP  
ATTORNEYS AT LAW  
GLOUCESTER VIRGINIA 23061



304. UNKNOWN  
.64 acre, Wicomico P. O., Abingdon  
Magisterial District 45-159
305. UNKNOWN  
.50 acre, Eastview, Abingdon  
Magisterial District 45-255
306. UNKNOWN  
2 acres, Orginary, 2 parts, Abingdon  
Magisterial District 45-356
307. UNKNOWN  
Lot, Ordinary, Abingdon  
Magisterial District 45-385A
303. UNKNOWN  
Lot, Ordinary, Abingdon  
Magisterial District 45-441A

GLOUCESTER COUNTY, VIRGINIA  
PARCELS BELONGING TO KNOWN DECEDENTS WHOSE HEIRS ARE UNKNOWN

309. THORNTON, BAYLOR  
9 acres, Ware Neck, Ware  
Magisterial District 33-49

THIS ESCHEAT OF PROPERTIES  
~~was delivered to the Clerk of the Circuit Court of Gloucester~~  
County, Virginia, on the 31 day of March, 19 81  
admitted to record at 2:15 o'clock P.M., and is recorded,

Teste: Charles E. Ling, Jr. Clerk

Examined 5/7/81

Be it remembered that this 10th day of January in the year 1903 between J. I. Stubblefield  
of the County of Gloucester and State of Virginia parties of the first part and  
Joseph Cooke of the said County of Gloucester and State of Virginia parties of the second part Witnesseth  
that the said J. I. Stubblefield in consideration of the sum of Two hundred  
dollars cash in hand paid to the said Joseph Cooke at a place the receipt and  
delivery of these moneys the receipt whereof is hereby acknowledged, and for the  
purpose and consideration that the said Joseph Cooke assume a certain debt of Two  
hundred dollars due to Fred Deane by the said J. I. Stubblefield which said  
debt is secured by a deed of trust on the property hereinafter conveyed  
have granted bargained and sold and by these presents doth grant bargain  
sell and convey unto the said Joseph Cooke the following property to-wit: all  
that certain tract or parcel of land lying and being in the said County of  
Gloucester containing thirty five acres and bounded as follows, on the North by  
the land of Jenny, on the East by the land of M. E. Harrison, on the South by the  
land of which Thomas Griffin died seized and on the West by the main  
road leading to the Bank Wharf. It being the same tract of land conveyed  
to the said J. I. Stubblefield by Margaret Jones Stubblefield by her deed dated  
the 7th day of January 1891 and of record in the Clerk's office of the County Court  
of Gloucester Co. Va. B. O. 15-82. To have and to hold the said tract of  
land unto him the said Joseph Cooke, his heirs and assigns forever  
subject however to the lien of the said deed of trust. The said parties of the  
first part covenant that he will warrant generally the title to the said tract  
of land, except as to the lien of the said deed of trust which is of record in  
the Clerk's office of the County Court of Gloucester County Va. Deed Book No.  
44 Page 249. The said parties of the second part hereby assumes the said  
debt of Two hundred dollars due to Fred Deane by the said J. I. Stubblefield  
which said debt is secured by the said deed of trust on the said tract of  
land as aforesaid. Witness the following signatures and seals.

Witness C. C. Cary

J. I. Stubblefield  
Joseph Cooke

Real  
Real

State of Virginia  
County of Gloucester to wit:

I, A. P. Davies Deputy Clerk of the County Court  
aforesaid, in the State of Virginia, do certify that D. J. St.  
Louch, Corke whose names are signed to the writings he  
date on the 10<sup>th</sup> day of February, 1903, have acknowledged the  
in my court aforesaid. Given under my hand this 10<sup>th</sup>  
1913

A. P. Davies Dep.

This Deed with the certificate annexed thereto was delivered  
to the County Court of Gloucester County on the 10<sup>th</sup> day,  
submitted to record and is recorded.

Teste.  
A. P. Davies  
Deputy Clerk.

Deed Book 26, page 148

A. Copy-teste:

Charles E. King, Jr., Clerk

By Chas E King Jr Deputy Clerk

171



June 6 1921  
Joseph Cooke

THIS DEED made this 17th. day of May, in the year 1921,  
to (SEA. \$800.00 A. D. )  
between Joseph Cooke and Louisa ... Cooke, his wife, of the  
Joseph C. Cooke----- (c) County of Gloucester, and State of Virginia, parties of  
the first part, and Joseph C. Cooke, of the said County  
of Gloucester, party of the second part; WITNESSETH, that the said Joseph Cooke and Louisa  
A. Cooke, his wife, for and in consideration of the sum of SIX HUNDRED DOLLARS, to them in  
hand paid, at and before the sealing and delivery of these presents, the receipt whereof,  
is hereby acknowledged, have granted, bargained and sold, and by these presents do grant,  
bargain, sell and convey with general warranty of title, unto the said Joseph C. Cooke,  
the following property, to-wit: All that certain tract or parcel of land, lying and being  
in Abingdon Magisterial District, in the County of Gloucester, and State of Virginia, con-  
taining Thirty-five acres, and bounded as follows; On the North by the land of which Ed-  
mund Gregory died seized; On the East by the land of Hal D. Leigh; On the South by the  
land of James Selden, And on the West by the Main County Road leading from Howard's Store

to Clay Bank. It being the same tract or parcel of land which was conveyed to the said Jo-  
seph Cooke by T. J. Stubblefield by his deed which is now of record in the Clerk's Office  
of the Circuit Court of Gloucester County. TO HAVE AND TO HOLD the said tract or parcel of  
land, to-gether with all the appurtenances thereunto belonging, unto him the said Joseph C.  
Cooke, his heirs and assigns, forever. The said parties of the first part covenant that they  
have the right to convey the said land to the grantee, that they have done no act to encum-  
ber the same, that the grantee shall have quiet possession of the said land free from all en-  
cumbrances, and that they the said parties of the first part will execute such further as-  
surances of the said land as may be requisite.

Witness the following signatures and seals.

Witness C. E. Cary

Joseph X Cooke (seal)

Louisa A. Cooke (seal)

Stamped \$1.00 U. S. Int. Rev.  
stamp and stamp cancelled.  
E. D. Lee Deputy Clerk.

State of Virginia, County of Gloucester, to-wit:

I, Virginia I. Cary, a Notary Public for the County aforesaid, in the State of Virginia, do  
certify that Joseph Cooke whose name is signed to the writing above bearing date on 17th  
day of May, 1921, has acknowledged the same before me in my County aforesaid.

Given under my hand this 17th day of May, 1921.

Virginia I. Cary, Notary Public.

My commission expires January 26, 1922.

State of Virginia, County of Gloucester, to-wit:

I, Virginia I. Cary, a Notary Public for the County aforesaid, in the State of Virginia, do  
certify that Louisa A. Cooke, the wife of Joseph Cooke, whose name is signed to the writing  
above bearing date on the 17th day of May, 1921, has acknowledged the same before me in my  
County aforesaid.

Given under my hand this 21st day of May, 1921.

Virginia I. Cary, Notary Public.

My commission expires Jan. 26, 1922.

THIS DEED, with the certificates annexed thereto, was delivered to the Clerk of the Circuit  
Court of Gloucester County, Virginia, on the 21st day of May, 1921, admitted to record at  
11:30 o'clock A. M. and is recorded.

Teste:

B. B. Roane, Clerk

By E. D. Lee, Deputy Clerk.

Witnessed 5/21/1921.

Deed Book 45, pg. 308  
A Copy-tester: Charles E. King, Jr., Clerk  
By E. D. Lee, Deputy Clerk



(Joseph C. Cooke Est)  
 Mary Catherine Cooke Wilson- (C):: THIS DEED made this 31st day of May, 1951,  
 (As. ; Tax \$3.00 ::  
 to ( 30a; \$10; A.D. :: between MARY CATHERINE COOKE WILSON, unmarried,  
 H. F. Hibble ----- (W):: party of the first part; and H. F. HIBBLE,  
 5/31/51 6/2/51 :: party of the second part. WITNESSETH: That  
 The said party of the first part, for and in consideration of Ten Dollars and other  
 valuable consideration, has granted, bargained and sold, and by these presents  
 does grant, bargain, sell and convey, with general warranty of title, unto the  
 said party of the second part, his heirs and assigns forever, the following  
 described property and all buildings and improvements thereon, and all rights of  
 way and other appurtenances thereunto belonging, to-wit: That certain tract or  
 parcel of land, lying and being in Abingdon Magisterial District, Gloucester  
 County, Virginia, near Clay Bank, the same containing thirty (30) acres, more or  
 less, and is bounded on the North by the land of which Edmond Gregory died seized;  
 on the East by land of Hal D. Leigh; on the South by land of James Selden; and  
 on the West by the public highway leading from Clay Bank Fork to Clay Bank and by  
 land of J. Hairston Seawell and land of Edmond Taylor. It being the unsold portion  
 of that tract of thirty-five (35) acres of land conveyed to Joseph C. Cooke by  
 deed of Joseph Cooke and Louisa A. Cooke, his wife, dated May 17, 1921, and recorded  
 in the Clerk's Office of the Circuit Court of said County in Deed Book 45, page  
 309, the said Joseph C. Cooke having departed this life unmarried and intestate,  
 leaving as his sole heirs at law, his sister the said Mary Catherine Cooke Wilson.  
 The said Joseph C. Cooke having in his lifetime sold and conveyed to J. Hairston  
 Seawell a tract of one acre from the said thirty-five acre tract by deed dated  
 May 1, 1944 and recorded in the said Clerk's Office in Deed Book 75, page 86, and  
 also sold and conveyed to Edmond Taylor a tract of four (4) acres from the said  
 thirty-five acre tract by deed dated October 16, 1945 and recorded in the said  
 Clerk's Office in Deed Book 77, page 195. The said party of the first part cove-  
 nants that she is seized of the said land in fee simple; that she has the right  
 to convey the said land to the said party of the second part; that she has done  
 no act to encumber the same; that the said party of the second part shall have  
 quiet possession of the said land, free from all encumbrances; and that she, the  
 said party of the first part, will execute such further assurances of the title  
 to the said land as may be requisite.  
 WITNESS the following signature and seal.

Mary Catherine Cooke Wilson (SEAL)

DISTRICT OF COLUMBIA, To-wit:

I, John T. Stewart, Jr., a Notary Public in and for the District aforesaid, do  
 certify that Mary Catherine Cooke Wilson, whose name is signed to the foregoing  
 writing, bearing date the 31st day of May, 1951, has acknowledged the same before  
 me in the District aforesaid.

Commission Expires Mar. 15, 1952.

Given under my hand and official seal this 31st day of May, 1951.

John T. Stewart, Jr. Notary Public



THIS DEED, with the certificate annexed thereto, was delivered to the Clerk of  
 the Circuit Court of Gloucester County, Virginia, on the 2nd day of June 1951,  
 admitted to record at 11:05 o'clock A. M., and is recorded. \$2.20 U. S. I. R.  
 Stamps affixed and cancelled.

Teste: Charles E. King, Jr., Clerk.

A Copy-teste:  
 Charles E. King, Jr., Clerk

313 Charles E. King, Jr. Deputy Clerk

Received: the original and a copy of the

Dec 17 1951  
 H. F. Hibble

FOR PLAT OF SURVEY, SEE  
 DEED BOOK NO 280, PAGE 780  
 C. P. B. NO 20, PAGE 856  
 RECORDED: Dec. 18, 1951  
 Charles E. King, Jr. DEPUTY CLERK

Joseph C. Cooke (C)  
 (As Tax \$0.12  
 to (Laj. \$50; A. D.  
 Hairston Seawell (C)  
 5/1/44 5/1/44

THIS DEED made this 1st. of May, in the  
 year 1944, between Joseph C. Cooke, widower,  
 of the County of Gloucester, and State of  
 Virginia, party of the first part, and J.

87

Hairston Seawell, of the said County of Gloucester, party of the second part.

WITNESSETH: that the said Joseph C. Cooke, for and in consideration of the sum of FIFTY DOLLARS, to him cash in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, sell and convey, with General Warranty of title, unto the said J. Hairston Seawell, the following property, to-wit: All that certain tract or parcel of land, lying and being in Abingdon Magisterial District, in the County of Gloucester, and State of Virginia, containing One acre by Survey of R. F. Heywood, Certified Surveyor, made on the 17th. day of April, 1944, and bounded as follows: On the North by the land of J. Hairston Seawell; On the East by the land of J. C. Cooke; On the South by the land of J. C. Cooke; And on the West by the Main State Highway leading from Howard's Corner to Clay Bank. It being a part of the same tract or parcel of land which was conveyed to the said Joseph C. Cooke by Joseph Cooke and wife, by their deed bearing date May 17th. 1921, and which is now of record in the Clerk's Office of the Circuit Court of Gloucester County, Virginia, in Deed Book No. 45, pages 308-9. For a more particular and accurate description of the said tract of land hereby conveyed, reference is made to the said Plat of Survey made by R. F. Heywood, Certified Surveyor on April 17, 1944, which is made a part of this deed and is to be recorded along with the same. TO HAVE AND TO HOLD the said tract or parcel of land, together with all the appurtenances thereunto belonging, unto him the said J. Hairston Seawell, his heirs and assigns, forever. The said party of the first part covenants that he has the right to convey the said land to the grantee; that he has done no act to encumber the same; that the grantee shall have quiet possession of the said land free from all encumbrances; and that he the said party of the first part will execute such further assurances of the said land as may be requisite. WITNESS the following signature and seal.

Joseph C. Cooke (SEAL)

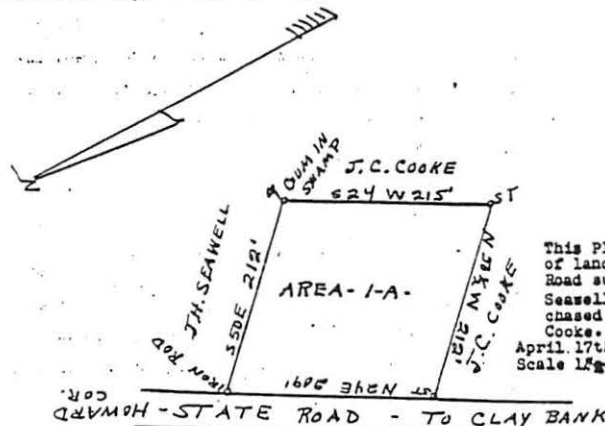
State of Virginia, County of Gloucester, to-wit:

I, George E. Cary, a Notary Public, for the County aforesaid, in the State of Virginia, do certify that Joseph C. Cooke, whose name is signed to the writing above bearing date on the 1st. day of May, 1944, has acknowledged the same before me in my County aforesaid.

Given under my hand this 1st. day of May, 1944.

George E. Cary Notary Public

My commission expires Feb. 22, 1947.



THIS DEED AND PLAT with the certificates annexed thereto, were delivered to the Clerk of the Circuit Court of Gloucester County, Virginia, on the 1st day of May 1944, admitted to record at 9:40 o'clock A. M., and are recorded.

314 *B. J. Brown*, Clerk.

Deed Book 75, page 86  
 A Copy-teste: Charles E. King, Jr., Clerk  
*B. J. Brown*, Deputy Clerk



Joseph C. Cooke, widower -- (C):: THIS DEED made this 16th day of October, in  
 (As. ; Tax \$0.24 ::  
 To (4a; \$160; A. D. :: the year 1945, between Joseph C. Cooke, widower,  
 Edmund Taylor ----- (C):: of the County of Gloucester, and State of  
 10/16/45 10/20/45 :: Virginia, party of the first part, and Edmund  
 Taylor, of the said County of Gloucester, party of the second part. WITNESSETH:  
 That the said Joseph C. Cooke, for and in consideration of the sum of ONE HUNDRED  
 AND SIXTY DOLLARS, to him cash in hand paid, at and before the sealing and deliver  
 of these presents, the receipt of which is hereby acknowledged, hath granted,  
 bargained and sold, and by these presents doth grant, bargain, sell and convey  
 unto the said Edmund Taylor, with General Warranty of title, the following proper  
 ty, to-wit: All that certain tract or parcel of land, lying and being in Abingdon  
 Magisterial District, in the County of Gloucester and State of Virginia, contain  
 ing Four Acres, and bounded as follows; On the North West by the Main State High  
 way leading from Old Howard's Store to Clay Bank; On the North East by the land  
 of Joseph C. Cooke; On the South East by the Marsh between this land and the land

Received the original deed and plat

Dec 22 1945

Edmund Taylor

of Hal Leigh; And on the South West by the Main State Highway leading from Hal  
 Leigh's to the road leading from Howard's Store to Clay Bank. The line on the  
 North East to be as nearly parallel to the line on the South West as possible.  
 It being a part of the same tract or parcel of land which was conveyed to the said  
 Joseph C. Cooke by Joseph Cooke and Louisa A. Cooke, his wife, by their deed  
 bearing date on the 17th. day of May, 1921, and which is now of record in the  
 Clerk's Office of the Circuit Court of Gloucester County, Virginia, in Deed Book  
 No. 45, page 309. To HAVE AND TO HOLD the said tract or parcel of land, to-gether  
 with all appurtenances thereunto belonging, unto him the said Edmund Taylor, his  
 heirs and assigns, forever. The said party of the first part covenants that he  
 has the right to convey the said land to the grantee; that he has done no act to  
 encumber the same; that the grantee shall have quiet possession of the said land  
 free from all encumbrances; and that he the said party of the first part will  
 execute such further assurances of the said land as may be requisite.  
 WITNESS the following signature and seal.

Joseph C. Cooke (SEAL)

State of Virginia, County of Gloucester, to-wit:

I, George E. Cary, a Notary Public for the County aforesaid, in the State of  
 Virginia, do certify that Joseph C. Cooke, whose name is signed to the writing  
 above bearing date on the 16th. day of October 1945, has acknowledged the same  
 before me in my County aforesaid.

My commission expires the 22nd. day of February 1947.

Given under my hand this 16th. day of October 1945.

George E. Cary, Notary Public.

THIS DEED, with the certificate annexed thereto, was delivered to the Clerk of the  
 Circuit Court of Gloucester County, Virginia, on the 20th day of October 1945,  
 admitted to record at 10:22 o'clock A. M., and is recorded. \$0.55 U. S. I. R.  
 Stamps affixed and cancelled.

Teste:

Charles E. King, Jr., Clerk.

Examined 10/24/1945.

Deed Book 77, page 195

A Copy-teste: Charles E. King, Jr., Clerk

315

By Charles E. King, Jr. Deputy Clerk

Book 71 at p 240 in the Clerk's Office of the Circuit Court of Gloucester County Virginia, another, consisting of two acres, was conveyed to H. J. Oliver by deed of W. J. Oliver, et ux, dated November 10, 1914, and of record in Deed Book 39 at page 149 in said Clerk's Office, another consisting of two acres was conveyed to P. M. Oliver by deed of William J. Oliver, et ux, dated November 10, 1914, and of record in Deed Book 42 at page 208 in said Clerk's Office, and another, consisting of two acres, was conveyed to H. J. Oliver by deed of W. J. Oliver, et ux, dated February 11th, 1925, and of record in Deed Book 49 at page 313 in said Clerk's Office. By the terms of the last Will and Testament of H.J. Oliver, dated February 23, 1963, probated in the said Clerk's Office on November 29, 1965, in Will Book "V" at page 110, all of testator's estate, real, personal, and mixed was devised to Emily Oliver White; and by the terms of the last Will and Testament of Pendleton Marcellus Oliver, the grantee of the two parcels of land hereinabove mentioned, dated January 15, 1963, and probated in said Clerk's Office on January 13, 1966, in Will Book "V" at page 142, all of testator's real property was devised to Emily Oliver White. The said parties of the first part covenant that they are seized of the said land in fee simple; that they have done no act to encumber the same; that they have the right to convey the said land to the said parties of the second part; that the said parties of the second part shall have quiet possession of the said land, free from all encumbrances; and that they, the said parties of the first part, will execute such further assurances of the title to the said land as may be requisite.

WITNESS the following signatures and seals.

Emily Oliver White (SEAL)

Ralph B. White (SEAL)

STATE OF VIRGINIA County of Gloucester, to-wit:

I, Linda Jeanne Horsley, a Notary Public in and for the County aforesaid, in the State of Virginia, do certify that EMILY OLIVER WHITE and RALPH B. WHITE, whose names are signed to the foregoing writing bearing date the 1st day of August, 1968, have acknowledged the same before me in my County aforesaid.

Given under my hand this 2nd day of August, 1968.

Linda Jeanne Horsley Notary Public

My commission expires July 19, 1970.

THIS DEED, with the certificate annexed thereto, was delivered to the Clerk of the Circuit Court of Gloucester County, Virginia, on the 5th. day of August, 1968 admitted to record at 12:40 o'clock P.M. and is recorded.

Teste:

, Clerk.

Examined 8/30/1968

759

(Edmund Taylor, Estate)  
 Maria F. Taylor et als :: THIS DEED, made this 2nd day of April, 1968, between  
 Tax \$0.75 ::  
 to (4a; \$1; A.D. :: Maria F. Taylor, widow; Walter Taylor and Helen Taylor,  
 ::  
 Jesse B. Taylor & :: his wife; Bertha T. Howard and Albert Howard, her  
 Marie V. Taylor ::  
 4/2/68 8/5/68 :: husband; Catherine Taylor, unmarried; Dorothy T. Berry  
 and Bernard Berry, her husband; and Jesse B. Taylor  
 and Marie V. Taylor, his wife; parties of the first part; and Jesse B. Taylor  
 and Marie V. Taylor, husband and wife, parties of the second part. WITNESSETH:



That the said parties of the first part, for and in consideration of love and affection for Jesse B. Taylor and Marie V. Taylor, and the further consideration of \$1.00, to them in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, given and conveyed, and by these presents do grant, bargain, give and convey with General Warranty of Title, all of their right title and interest, unto the said Jesse B. Taylor and Marie V. Taylor, husband and wife, as tenants by the entireties with right of survivorship as at common law, it being the intention that upon the death of either of the parties of the second part, the survivor shall be vested with absolute fee simple title to all the following described property, to-wit: All that certain tract or parcel of land lying and being in Abingdon Magisterial District, in the County of Gloucester, and State of Virginia, containing four acres, and bounded as follows: On the Northwest by the Main State Highway leading from Old Howard's Store to Clay Bank; on the Northeast by the land now or formerly belonging to Joseph C. Cooke; on the Southeast by the marsh between this land and the land now or formerly belonging to Hal Leigh; and on the Southwest by the Main State Highway leading from the land now or formerly belonging to Hal Leigh to the road leading from Howard's Store to Clay Bank. The line on the Northeast to be as nearly parallel to the line on the Southwest as possible. For a more accurate and particular description of the land hereby conveyed, reference is made to a Plat of Survey made by R. F. Heywood, Certified Surveyor, bearing date May, 1947, which Plat is attached to and made a part hereof. It being the same tract or parcel of land which was conveyed to Edmund Taylor by Joseph C. Cooke, widower, by Deed dated October 16, 1945, and of record in the Clerk's Office of the Circuit Court of Gloucester County, Virginia, in Deed Book 77, Page 195. The said Edmund Taylor having departed this life intestate in 1951, leaving as his only heirs-at-law his wife, Maria F. Taylor, and the following five children: Walter Taylor, Bertha T. Howard, nee Taylor, Catherine Taylor, Dorothy T. Berry, nee Taylor, and Jesse B. Taylor; Edmund Taylor, Jr. and Robert Taylor, also the children of Edmund Taylor, having departed this life unmarried and intestate in December, 1966, and July, 1967, respectively, TO HAVE AND TO HOLD the said interest in said tract or parcel of land, with all improvements, appurtenances and rights-of-way thereunto belonging, or in any wise appertaining, unto them, the said parties of the second part, their heirs and assigns forever. THE SAID PARTIES OF THE FIRST PART covenant that they have the right to convey all of their right title and interest in the said land to the grantees; that they have done no act to encumber the same; that the grantees shall have quiet possession thereof, free from all encumbrances; and that they, the said parties of the first part, shall execute such further assurances of the said land as may be requisite.

WITNESS the following signatures and seals:

Maria F. Taylor	(SEAL)
Walter Taylor	(SEAL)
Helen Taylor	(SEAL)
Bertha T. Howard	(SEAL)
Albert Howard	(SEAL)
Catherine Taylor	(SEAL)
Dorothy T. Berry	(SEAL)

Bernard Berry (SEAL)

Jesse B. Taylor (SEAL)

Marie V. Taylor (SEAL)

## STATE OF VIRGINIA COUNTY OF GLOUCESTER To-Wit:

I, Ethel T. Clements, a Notary Public in and for the County aforesaid, in the State of Virginia, do certify that Maria F. Taylor, Walter Taylor, Helen Taylor, Bertha T. Howard, Albert Howard, Dorothy T. Berry, Bernard Berry, Jesse B. Taylor, and Marie V. Taylor, whose names are signed to the writing hereto annexed, bearing date on the 2nd day of April, 1968, have acknowledged the same before me in my County aforesaid.

Given under my hand this 16th day of May, 1968.

Ethel T. Clements Notary Public

My Commission Expires: July 1, 1968.

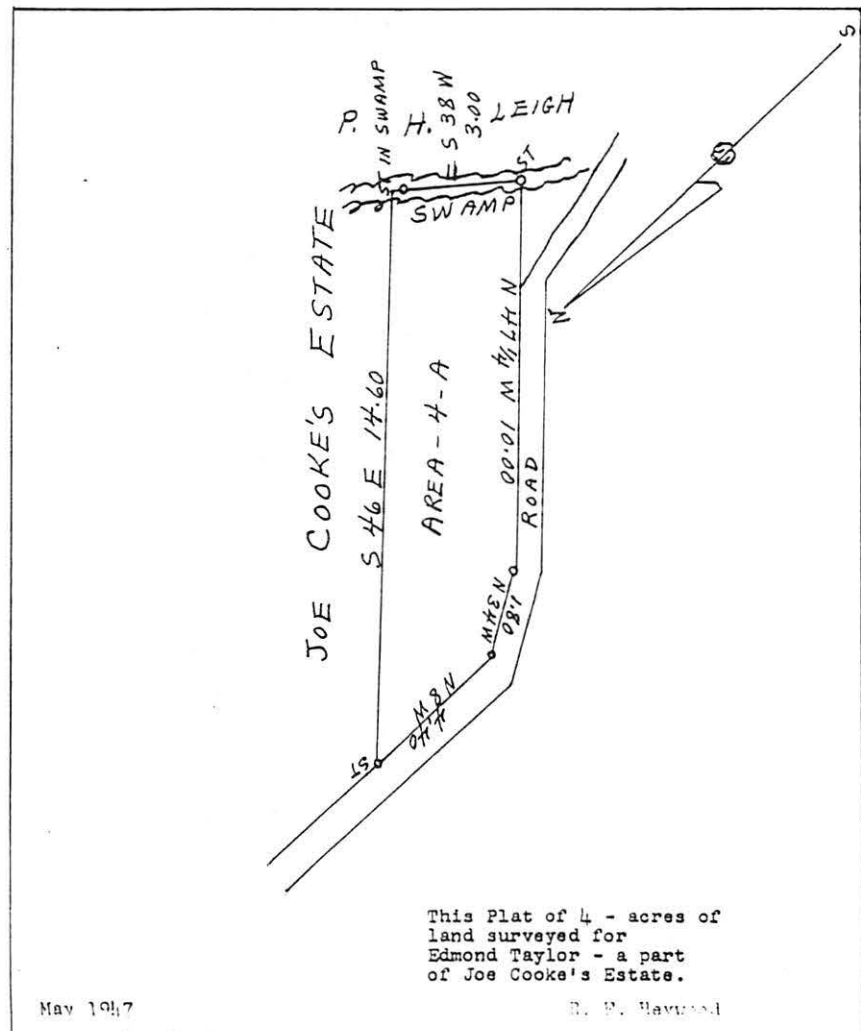
## STATE OF NEW YORK County of New York To-Wit:

I, Alan N. Miller, a Notary Public in and for the City aforesaid, in the State of New York, do certify that Catherine Taylor, whose name is signed to the writing hereto annexed, bearing date on the 2nd day of April, 1968, has acknowledged the same before me in my City aforesaid.

Given under my hand and seal this 19 day of June, 1968.

Alan N. Miller Notary Public

ALAN N. MILLER  
Notary Public, State of New York  
No. 41-2697725  
Qualified in Queens County  
Commission Expires March 30, 1969





An Abstract-teste:

Charles E. King, Jr., Clerk

By Shirley S. Smith, Deputy Clerk

THIS DEED AND PLAT, with the certificates annexed thereto, were delivered to the Clerk of the Circuit Court of Gloucester County, Virginia, on the 5th day of August, 1968, admitted to record at 1:35 o'clock P.M., and are recorded.

Teste:

Shirley S. Smith, Clerk.

Examined 8/30/1968.

760

Herbert Brown et ux :: THIS DEED, made this 2nd day of August, 1968, between  
Tax \$8.25 ::  
to (\$5,500; 7.20a; W.D. :: Herbert Brown and Lovie Lee Brown, his wife, parties  
James B. Martin & :: of the first part, and James B. Martin, Trustee,  
C. F. Hicks, Trustees ::  
for :: Gloucester, Virginia, and C. F. Hicks, Trustee,  
Bank of Gloucester :: Gloucester, Virginia, either or both of whom may act,  
8/2/68 8/5/68 :: parties of the second part. WITNESSETH: That the said  
Herbert Brown and Lovie Lee Brown, his wife, parties of the first part, for and  
in consideration of the conditions herein contained, do grant and convey with  
General Warranty of Title unto the said James B. Martin, Trustee, and C. F. Hicks,  
Trustee, either or both of whom may act, the following tract or parcel of land  
with buildings and improvements thereon and all rights-of-way and appurtenances  
thereunto belonging, to-wit: All that certain tract or parcel of land lying and  
being in Ware Magisterial District, Gloucester County, Virginia, containing  
seven and one-fifth (7 1/5) acres, and is bounded on the North by the land now  
or formerly belonging to Peter Smith; on the East by the Indian Road leading from  
Old Wan Post Office to Ebenezer Church; on the South by the land now or formerly  
belonging to Thomas Clements; and on the West by the land now or formerly be-  
longing to George B. Field. This being the same tract or parcel of land which  
was conveyed to Herbert Brown, son of Lewis Brown, by Hezekiah Spencer et al by  
Deed dated July 5, 1951, and of record in the Clerk's Office of the Circuit Court  
of Gloucester County, Virginia, in Deed Book 91, page 161. THIS DEED is made in  
trust, however, subject to Sections 55-59 through 55-64, inclusive, of the Code  
of 1950 and all amendments thereto, to secure the payment of the sum of \$5,500.00,  
evidenced by negotiable promissory note bearing even date herewith, payable to  
the order of Bank of Gloucester, Gloucester, Virginia, in the manner following:  
120 monthly installments of \$63.85 each, including both principal and interest  
at 7%; one installment to become due and payable on the 2nd day of each and every  
month after the date hereof, until the principal and interest are paid in full;  
as to the payment of which the makers waive the benefit of their homestead ex-  
emptions. Said note is made by Herbert Brown and Lovie Lee Brown. INSURANCE in  
the amount of \$5,000.00 is required. THE SAID GRANTORS herein do hereby grant  
unto the Bank of Gloucester, beneficiary, or its assigns, the right and power to  
appoint a substitute Trustee, as provided by Section 26-49 of the Code of Vir-  
ginia. IF DEFAULT be made in any one of the aforesaid installments when it becomes  
due and payable, it shall accelerate the payment of the entire sum, and cause  
the same to become immediately due and payable, and the Trustees, upon being re-  
quested so to do by the noteholder, shall proceed to sell the property hereby  
conveyed. ADVERTISEMENT, in case of sale under this Deed of Trust, shall be by  
typewritten or printed handbills posted for at least twenty days prior to sale  
at four or more public places in the County of Gloucester, Virginia; one of which  
shall be posted at the front door of the Court House Building at Gloucester Court

The debt secured by this deed of trust has been fully  
paid and the said deed of trust is hereby released.  
Given under my hand this 24th day of Nov. 1978  
Shirley S. Smith, Clerk

The debt of \$5,500.00 secured by this  
deed of trust was paid in full on this day produce before me  
in my office duly certified.  
Given under my hand this 24th day of Nov. 1978  
Shirley S. Smith, Clerk



Littlefield  
 To  
 witness  
 This Deed, made this 5<sup>th</sup> day of August in the year one thousand eight  
 hundred and fifty three between J. F. Littlefield of the County of  
 Gloucester and State of Virginia party of the first part and H. Lawson  
 Miller H. Keweenaw, D. H. Lawson, W. H. Lee, Martin, George Robert Carter, Thomas  
 Griffith & G. H. Harve of the second part. Witnesseth: That in consider-  
 ation of the sum of Eighteen dollars to the said party of the first part  
 we have paid before the writing and delivery of these presents the receipt  
 whereof is hereby acknowledged the said party grant unto the said  
 H. Lawson, Miller H. Keweenaw, D. H. Lawson, W. H. Lee, Martin, George Robert Carter  
 Thomas Griffith & G. H. Harve with general Warranty, all and that certain  
 strip or parcels of land lying and being in the County of Gloucester and  
 State of Virginia and situate near Clay Bank and being a part of  
 the tract of land now owned and held by the said party of the first  
 part. the said strip of land hereby conveyed is intended for a road  
 and cut let to the parties of the second part and is to commence on  
 the line between the said party of the first and H. Lawson one of the  
 parties of the second part and to fifteen feet wide and to run in a  
 straight line from the said Lawson's land to the main County road leading  
 to Clay Bank wharf.  
 The said J. F. Littlefield covenants that he has the right to convey the said land  
 to the grantees that he has and he doth to encumber the said land; that the grantees  
 shall have quiet possession of the said land free from all incumbrances and  
 that the said party of the first part will execute such further assurance of  
 the said land as may be requisite.

J. F. Littlefield (Seal)  
 Given

State of Virginia  
 County of Gloucester

I Samuel B. Chapman Clerk for the County aforesaid in the State  
 of Virginia do hereby certify that J. F. Littlefield whose name is signed to the  
 within writing, having date on the 5<sup>th</sup> day of August 1853, has acknowledged  
 the same before me in my County aforesaid.  
 Given under my hand this 5<sup>th</sup> day of August 1853.  
 Samuel B. Chapman Clerk.

This and with the certificate annexed was delivered to the Clerk of the  
 County Court of Gloucester County on the 5<sup>th</sup> day of August 1853 and is to be  
 and is used as

Per S. B. Cohen D.C. for  
 S. B. Chapman D.C.

Deed Book 18, page 36

Defendant Whitt H  
 filed 6-2-91  
 L. H. Perry D.C.

320

A Copy-teste  
 Charles E. King, Jr. Clerk

By Deputy Clerk



*To* T. J. Stubblefield, party of the first part and T. W. Lawson, Dr. B. Lawson and Dr. H. Harwood, parties of the second part all of the County of Gloucester, State of Virginia, Intestate that for and in consideration of the sum of eighteen dollars in hand paid by the parties of the second part to the party of the first, receipt whereof is hereby acknowledged, the said party of the first part has bargained, sold and conveyed with general warranty unto the said parties of the second part the following property, a certain piece of land for a road to Clay Bank Ferry, the said road beginning at the land of Dr. B. Lawson and running on line of the land of Thomas Griffiths Estate fourteen feet wide running out in the main road leading to Clay Bank Ferry. Witness the following signatures and seal this day and year above written.

Received the original  
Deed, July 7, 1907  
T. W. Lawson

T. J. Stubblefield *Seal*

State of Virginia

County of Gloucester do wit

I, J. D. Porter, a Justice for the county aforesaid in the State of Virginia do certify that T. J. Stubblefield whose name is signed to the within above bearing date on the 7th day of September 1901, has acknowledged the same before me in my County aforesaid. Given under my hand, this 7th day of September 1901.

J. D. Porter *JK*

This deed with the anticipate annex thereto was delivered to the Clerk of the County Court of Gloucester County on the 2nd day of June 1907 admitted to record and is recorded.

Deed Book 25, page 281

A Copy-teste:

Charles E. King, Jr. Clerk

Deputy Clerk

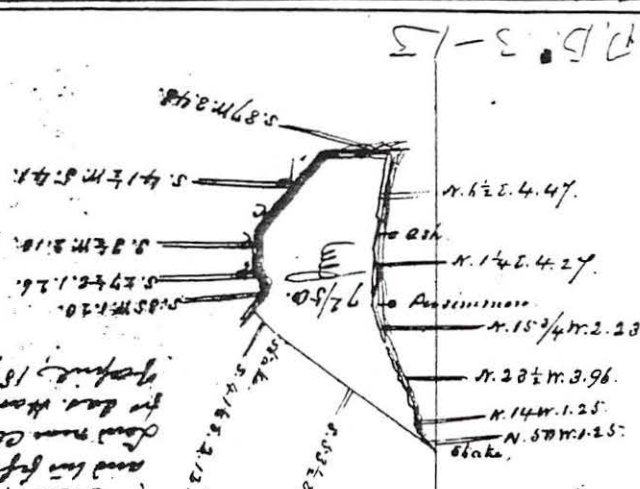
~~The Deed made this 7th day of June, in the year one thousand and two hundred and one, between T. J. Stubblefield, party of the first part and T. W. Lawson, Dr. B. Lawson and Dr. H. Harwood, parties of the second part all of the County of Gloucester, State of Virginia, Intestate that for and in consideration of the sum of eighteen dollars in hand paid by the parties of the second part to the party of the first, receipt whereof is hereby acknowledged, the said party of the first part has bargained, sold and conveyed with general warranty unto the said parties of the second part the following property, a certain piece of land for a road to Clay Bank Ferry, the said road beginning at the land of Dr. B. Lawson and running on line of the land of Thomas Griffiths Estate fourteen feet wide running out in the main road leading to Clay Bank Ferry. Witness the following signatures and seal this day and year above written.~~

Received the original  
Deed copy, 1903  
T. W. Lawson



[illegible]

Cont - Aug 16<sup>th</sup> 1874 -

[illegible]

The old settlement near  
 and in 1778 (745) about  
 1000 men, 1000 horses, 1000  
 in the settlement in the 17th  
 1874. The old settlement

[illegible][illegible]

Adverse Convictions, Thomas Griffin Sept 12, 1906 (D/B 22-181)

21-356 Sept 12, 1896 7 5/8 ac To H G Moore, Tinter (D/T released 4/4/04)

26-447 5/22/03 Thos H Griffin & Co (prop in Wm Dist cont 65 22/100 ac)

29-130 1/17/06 Thos H Griffin & Co (prop on Rt 17 in Ark)

86-373 12/3/49 Thos W Griffin & Co D/T - released

90-445 3/15/51 Jas E Griffin & Co 1/13 int in Jas E Griffin & Co

113-1 5/15/58 Thos W Griffin D/T - Released

120-82 10/1/60 Thos W Griffin & Co D/T - Released

238-619 8/13/82 Escheat of 7.66 ac To E W M<sup>IV</sup> & H W S

R. A. D.: 8/5/93 D/B 18-36

9/7/01 D/B 25-281



