

JOHN RICHARD ROBINSON

John Richard Robinson was the seventh child of David Shannon and Nancy Carolina (Fountain) Robinson. He was born on March 21, 1866 at Cat Creek, near Valdosta, Berrien County, Georgia. At the age of 11, John Richard moved to Oakey Grove (See Exhibit 5-39 for photographs).

John Richard grew up living on the farm and working at the Oakey Grove crossroads businesses that his family owned. At the cotton gin, he was the master mechanic for the screw press gin, along with his two brothers Joseph, the ginner, and Hiram, the fireman. The mule under the gin went around and around to pack the cotton. It was at this gin that his brother, Joseph Daniel, was injured (For additional information, see p. 53 of this book).

John Richard married Sarah (Sally) Jane Rutland on July 25, 1886 in Berrien County, Georgia (See Exhibit 5-40 for Marriage License #574 and Exhibit 5-41 for money envelope). She was born on April 3, 1867 and was the daughter of Lawrence Green Rutland and Martha Slade (the family bible shows this birth date, however the 1900 Berrien County Census stated her birth date as February 1867). John Richard and Sally had 14 children that were all born in Berrien County (Lenox was in Berrien County until Cook County was formed from this section of Berrien County in 1918) (See Exhibit 5-42A and 5-42B for Family Group Record #9).

John Richard Robinson moved the cotton gin from Oakey Grove to Lenox in approximately 1895. Later, he sold the cotton gin and started a grocery and mercantile store in Lenox, located on the corner of National Highway and Central Avenue. He also had a sawmill that was located 3 miles southeast of Lenox, near Little River. While living in Lenox, he made his impact on the town by getting the streets opened up and widened. By opening them up, he connected streets to make them more efficient to travel on.



John Richard Robinson (approximately 1915)

Exhibit 5-39



Daughters of John Richard, Nancy Martha Ann (left) and Katie Jane (right). Picture taken at their home in Gardner, Florida in approximately 1912.

No. 274

State of Georgia, Berrien County.

MARRIAGE



LICENSE.

By *P W Powell*

Ordinary for the County of Berrien and State aforesaid.

To any Minister of the Gospel, Judge, or Justice of the Peace for said State:

You are hereby authorized to join in the **HOLY STATE OF MATRIMONY,**

John R Robinson

of

—AND—

Sally Rutland

of

according to the CONSTITUTION AND LAWS OF THE STATE, for which this shall be your **LICENSE.**

Given under my Hand and Seal of Office, the *20*

Day of *July* in the year of our Lord one thousand eight hundred and *84*

P W Powell

Clerk Court of Ordinary, Berrien County.

This Certifies, That *John R Robinson*

and *Sally Rutland*

were duly **JOINED IN MARRIAGE**

on the *25* day of *July* A. D. *1884*

By me, *J W Baker J P*

No. 72.

USE THIS ENVELOPE ONLY FOR MONEY REMITTANCE BY THE

Southern Express Company

Said to Contain

one $100 \frac{00}{100}$

30000
17327 *Jan*

From *W. Whelwright*

R. Robinson

Adele

188

Consignee will please OPEN THIS PACKAGE
ON THE END, so as to preserve the seals.

SEAL

HERE

STITCH

SEAL

STITCH

HERE

HERE

Counted & Sealed by

In presence of

BERLIN & JONES ENVELOPE CO.

12 MAR 1994

Page 1 of 2

Husband: JOHN RICHARD ROBINSON 7*-9

Born: 21 MAR 1866 Place: CAT CREEK, NEAR VALDOSTA, BERRIEN CO, GEORGIA
 Chr.: Place:
 Marr: 25 JUL 1886 Place: BERRIEN CO, GEORGIA
 Died: 2 JUN 1926 Place: BIRMINGHAM HOSP, BIRMINGHAM, JEFFERSON CO, ALABAMA
 Bur.: Place: WALNUT GROVE CEM, BIRMINGHAM, JEFFERSON CO, ALABAMA
 Father: DAVID SHANNON ROBINSON 0*-1 Mother: NANCY CAROLINA FOUNTAIN 0*-2 Parents' MRIN: 1
 Other wives: GERTRUDE -83

Wife: SARAH (SALLY) JANE RUTLAND 7*-68

Born: 3 APR 1867 Place:
 Chr.: Place:
 Died: 26 APR 1911 Place: GARDNER, DESOTA CO, FLORIDA
 Bur.: Place: OAKY GROVE, TIPT-NASH HWY, BERRIEN CO, GEORGIA
 Father: LAWRENCE GREEN RUTLAND 7*-1897 Mother: MARTHA SLADE 7*-1898 Parents' MRIN: 728
 Other husbands:

Sex Children

1. Name: LULA LURANIA ROBINSON 7-1*-69 Spouse: JOHN SAMUEL NOBLE 7-1*-1338 MRIN: 439
 ---- Born: 19 APR 1887 Place: BERRIEN CO, GEORGIA
 F Chr.: Place:
 Marr: Place:
 Died: MAY 1918 Place: GARDNER, DESOTA CO, FLORIDA

2. Name: PEARLE LEE ROBINSON 7-2*-70 Spouse: JOHN LOTT 7-2*-1364 MRIN: 449
 ---- Born: 6 OCT 1889 Place: BERRIEN CO, GEORGIA
 F Chr.: Place:
 Marr: Place:
 Died: 6 DEC 1967 Place:

3. Name: LAURENCE DAVID ROBINSON 7-3*-71 Spouse: ETHEL ANTHONY 7-3*-1366 MRIN: 451
 ---- Born: JAN 1891 Place: BERRIEN CO, GEORGIA
 M Chr.: Place:
 Marr: Place:
 Died: 1932 Place: GARDNER, HARDRE CO, FLORIDA

4. Name: KATIE JANE (PRRTY KATE) ROBINSON 7-4*-72 Spouse: WILLIAM T. MOORE 7-4*-1371 MRIN: 453
 ---- Born: 3 OCT 1894 Place: BERRIEN CO, GEORGIA
 F Chr.: Place:
 Marr: 1911 Place: ARCADIA, DESOTO CO, FLORIDA
 Died: 12 SEP 1975 Place: HOPE, HEMPSTEAD CO, ARKANSAS

5. Name: NANCY MARTHA ANN ROBINSON 7-5*-73 Spouse: ROBERT GREEN HOLMES 7-5*-1377 MRIN: 457
 ---- Born: 9 OCT 1897 Place: BERRIEN CO, GEORGIA
 F Chr.: Place:
 Marr: Place:
 Died: 11 MAY 1988 Place: ALBUQUERQUE, BERNALILLO CO, NEW MEXICO

Name and address of submitter:

JOHN SNYDER ROBINSON
 3531 KEYSTONE ROAD
 TARPON SPRINGS, FL
 34689-9498

Phone: 813-937-2719

Exhibit 5-42A

FAMILY GROUP RECORD-9

Page 2 of 2

12 MAR 1994

Husband: JOHN RICHARD ROBINSON 7*-9
 Wife: SARAH (SALLY) JANE RUTLAND 7*-68

Yr of Birth 1866
 Yr of Birth 1867

Sex Children (continued)

6.	Name: JOHNNIE SETON ROBINSON 7-6*-74	Spouse:	
----	Born: 12 JAN 1898	Place: BERRIEN CO, GEORGIA	
M	Chr.:	Place:	
	Marr:	Place:	
	Died: 23 JUL 1922	Place: GARDNER, HARDEE CO, FLORIDA	
7.	Name: GEORGE AMERICUS ROBINSON 7-7*-75	Spouse: JENNY LEE "CUDY" REYNOLDS 7-7*-1385	MRIN: 463
----	Born: 1 JUN 1899	Place: BERRIEN CO, GEORGIA	
M	Chr.:	Place:	
	Marr: 9 NOV 1924	Place:	
	Died:	Place: CORDOVA, WALKER CO, ALABAMA	
8.	Name: ROBERT SHANNON ROBINSON, SR. 7-8*-76	Spouse: NORA CARMICHAEL 7-8*-1386	MRIN: 464
----	Born: 1902	Place: BERRIEN CO, GEORGIA	
M	Chr.:	Place:	
	Marr: OCT 1924	Place:	
	Died:	Place: CORDOVA, WALKER CO, ALABAMA	
9.	Name: JEWEL MAY ROBINSON 7-9*-77	Spouse: HAL SCHAUBER 7-9*-1389	MRIN: 465
----	Born: 1904	Place: BERRIEN CO, GEORGIA	
F	Chr.:	Place:	
	Marr:	Place:	
	Died: 16 MAY 1960	Place:	
10.	Name: CHARLIE MELTON ROBINSON 7-10*-78	Spouse: TILDA BYCHE 7-10*-1391	MRIN: 466
----	Born: 1906	Place: BERRIEN CO, GEORGIA	
M	Chr.:	Place:	
	Marr:	Place:	
	Died:	Place: CORDOVA, WALKER CO, ALABAMA	
11.	Name: CORER LEE ROBINSON 7-11*-79	Spouse:	
----	Born:	Place: BERRIEN CO, GEORGIA	
	Chr.:	Place:	
	Marr:	Place:	
	Died:	Place: OAKY GROVE, TIFT-NASH HWY, BERRIEN CO, GEORGIA	
12.	Name: CARRIE LEE ROBINSON 7-12*-80	Spouse:	
----	Born:	Place: BERRIEN CO, GEORGIA	
F	Chr.:	Place:	
	Marr:	Place:	
	Died:	Place: OAKY GROVE, TIFT-NASH HWY, BERRIEN CO, GEORGIA	
13.	Name: GROVER ROBINSON 7-13*-81	Spouse:	
----	Born:	Place: BERRIEN CO, GEORGIA	
M	Chr.:	Place:	
	Marr:	Place:	
	Died:	Place: OAKY GROVE, TIFT-NASH HWY, BERRIEN CO, GEORGIA	
14.	Name: INFANT ROBINSON 7-14*-82	Spouse:	
----	Born:	Place: BERRIEN CO, GEORGIA	
	Chr.:	Place:	
	Marr:	Place:	
	Died:	Place: OAKY GROVE, TIFT-NASH HWY, BERRIEN CO, GEORGIA	

John Richard sold all of his businesses in Lenox and he and his family moved to Gardner, Florida in 1910 (Reference map in Chapter V, "James Hiram Robinson"). John Richard set up a saw mill there, but it is unknown whether he moved the saw mill from Georgia or not. The sawmill was located 1/4 mile east of the Gardner Cemetery. He set the sawmill up in the middle of a public road, that went from Bartow to Arcadia. For this daring act, he was fined \$1000. Even though he was fined, he cut a new road around the sawmill. This was the start of his saw milling business in Florida.

John Richard Robinson and Dan Coker established permanency for this small community, which still exists today. The two of them named the town of Gardner, Florida. Dan Coker was a business friend of John Richard's. Later, the Coker's married into the Robinson family. Dan's son, Austin Stanley Coker, Sr., married John Richard's granddaughter, Robbie Katherine Holmes, the daughter of Nancy Martha Ann Robinson.

John Richard's wife, Sally, died at 7:00 A.M. on April 26, 1911 in Gardner, from cancer. Her casket was ordered from Wauchula, Florida. John Richard and his children accompanied Sally on the train leaving Gardner at 6:00 P.M., and headed to Oakey Grove Cemetery in Georgia. When the train arrived at the Suwannee River, it was delayed because the railroad trussel was washed out. They did not arrive the next day in time for the funeral that was planned at Oakey Grove Primitive Baptist Church. It was a little before midnight when they arrived in Tifton and because Sally was not embalmed, they could not delay the funeral any longer. Back then, burials had to be done as soon as possible, due to fear of diseases and such. For this reason, her coffin was sealed and not opened for viewing during the church services. Usually, the coffin was opened in order to see the deceased person. She was placed to her final rest a little after midnight at Oakey Grove Cemetery. Her grave is located just south of David Shannon's grave. She had an unmarked grave until Ralph Robinson of Lenox, Georgia, took the initiative to place a

headstone on her grave. Lucille Byrd, of Alabama, contributed \$100 towards Ralph's expenditures for the cost of the marker.

John Richard met Eveline Gertrude Tounds (originally from Alabama) while attending a carnival show in Tampa. She was working as a snake charmer at the carnival. They were married on _____ (at least by March of 1917). John Richard's daughter, Nancy, said Gertrude was a very good wife to her father. There were no children from this marriage (See Exhibit 5-43 for Family Group Record #10).

John Richard and T. E. Phillips were partners in a business, Gardner Lumber Company (See Exhibit 5-44 for legal records of land and property transaction). T. E. Phillips was from Tifton, Georgia, and he helped John Richard's brother, Joseph Daniel, organize the Bank of Lenox (See Chapter V, "Joseph Daniel Robinson"). John occasionally took his saw mill crew from Gardner to Tampa for the weekend. There they would buy supplies and live it up (See Exhibit 5-45 for photograph).

Ralph Robinson, nephew of John Richard, was reminiscing with John Richard's daughter, Nancy, about John Richard and his banker. One day, when John was in the bank he did business with in Tampa, his banker asked to speak with him. He advised John that his account was overdrawn. John replied "I will just have to go and make some more."

John and Sarah's fourth child, Katie Jane (known as "Pretty Kate"), married William T. Moore. At some point, Pretty Kate separated from William and moved back in with her father in Gardner. One day, Tom Coker came to visit Kate (when she was separated). John Richard shot at Tom six times and one shot went through Tom's clothes, but it didn't hurt him. John Richard shot at Tom because Kate was only separated from William. A person commented that Tom ran so hard that he "outran the word of God!"

Thelma (Swift) _____ (Carter?), of Lenox, and sister to Felder Swift, was visiting one of John Richard's daughters on January 13, 1912 when a confrontation occurred, resulting in the death of John Richard's son-in-law, William T. Moore. Thelma was

Husband: JOHN RICHARD ROBINSON 7*-9

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 Other wives: SARAH RUTLAND-68

Wife: GERTRUDE 7*-83

 Born: Place:
 Chr.: Place:
 Died: Place:
 Bur.: Place:
 Father: Mother:
 Other husbands:

Sex Children

 1. Name: Spouse:
 ---- Born: Place:
 Chr.: Place:
 Marr: Place:
 Died: Place:

2. Name: Spouse:
 ---- Born: Place:
 Chr.: Place:
 Marr: Place:
 Died: Place:

3. Name: Spouse:
 ---- Born: Place:
 Chr.: Place:
 Marr: Place:
 Died: Place:

4. Name: Spouse:
 ---- Born: Place:
 Chr.: Place:
 Marr: Place:
 Died: Place:

5. Name: Spouse:
 ---- Born: Place:
 Chr.: Place:
 Marr: Place:
 Died: Place:

Name and address of submitter:
 JOHN SNYDER ROBINSON
 3531 KEYSTONE ROAD Phone: 813-937-2719
 TARPON SPRINGS, FL
 34689-9498

J. R. ROBINSON

TO

KING LUMBER & MFG. CO.

THIS INDENTURE, Made the 16th day of March, 1917, between J. R. Robinson, of De Soto County, Florida, party of the first part, and King Lumber & Manufacturing Company, a Florida, corporation, party of the second part,

WITNESSETH: that the said party of the first part for and in consideration of the sum of one hundred (\$100.00) dollars, and other consideration to him paid and delivered by the said party of the second part, the receipt whereof is hereby acknowledged, has bargained, sold, granted, conveyed and confirmed and by these presents does bargain, sell, grant, convey and confirm unto the said party of the second part, and to its successors and assigns, forever, the following described tracts and parcels of land, in De Soto County, Florida, to wit;

All that part of the north west quarter of the north east quarter of section 15, township 36, range 25, lying and being north of the public road of Fielder Street in Gardner, crossing the said "forty" from west to east, except that part conveyed by T. E. Fielder and wife to Board of Public Instructions of De Soto County, by deed recorded in Deed Book 64, on page 54, public records of said County;

Also, the north east quarter of the north east quarter of section 15, township 36, range 25, except the following:- a tract of one acre described in a deed from J. R. Robinson, and wife and T. E. Phillips and wife to L. D. Robinson, same being recorded in Deed Book 112, of page 179, records of said County; and one other tract conveyed by J. R. Robinson and wife T. E. Phillips and wife to F. O. Farwell by deed recorded in Deed Book 96, on page 293, said County;

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same unto the said party of the second part, and its successors and assigns, to their own proper use benefit and behoof forever.

AND the said party of the first part for himself and his heirs does hereby covenant that he is lawfully seized of an undivided one half interest in the above described lands and is in peaceable and undisputed possession thereof and does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand the day and year first above written.

Signed, sealed and delivered

in the presence of;

Jno. W. Burton

W. H. Bradley

J. R. Robinson (SEAL)

A L Murrance

Clerk et. et.

By M A Moye D. U.

STATE OF FLORIDA;
COUNTY OF HARDEE:

I, S.W. Conroy, Clerk Circuit Court in and for the State and County
aforesaid, do hereby certify that the above and foregoing is a true and correct
copy of the De Soto County Records as it appears on page 496 Deed Book No. 133.

IN WITNESS WHEREOF I hereunto set my hand and affix my official
seal on this the 18th day of January A. D. 1927.

S. W. Conroy
Clerk Circuit Court,
Hardee County, Florida.

OXOXOXOXOXOXOXOXOXOXOXOXOXOX OXOXOXOXOX

No. 22220
J. R. ROBINSON ET AL
TO
KING LBR & MFG. CO.

THIS AGREEMENT Made and entered into on this the 24th day of
March, A. D. 1917, in triplicate, between J. M. Robinson and W. E. Phillips,
trading as the Gardner Lumber Company parties of the first part, and the King
Lumber and Manufacturing Company, a corporation, party of the second part, and
W. E. Phillips as surviving partner of the firm of Moyall & Phillips, and
Lela A. Royal parties of the third part,

WITNESSETH that the parties of the first part, for and in
consideration of the sum of ten (\$10.00) dollars and other valuable considerations
to them in hand paid by the party of the second part, does bargain, sell, assign,
set over and deliver, and by these presents have bargained, sold, assigned,
set over and delivered unto the party of the second part its successors and
assigns, all the right, title, interest, claim or demand of the parties of the
first part, in and to or under that certain contract, dated on the 31st
day of January, A. D. 1910, executed by A. M. Royal and T. M. Phillips to
parties of the first part, and which is recorded in deed book 81, page 337 of
the records of De Soto County, Florida, together with all interest, right, title
or claim of the parties of the first part in and to the timber situated upon the
lands described in said contract, or any other timber mentioned therein, with
power and authority to party of the second part to exercise all the rights
and privileges and receive all benefits or profits of every nature or kind
whatsoever which the parties of the first part might have or could receive or
claim under and by virtue of said contracts.

And the party of the second part hereby agrees to accept the assignment

of the said contract above stated, subject to the following changes and
modifications:-

That paragraph 1 on page 1, where the timber is sold is
described as follows;

"The standing pine timber which measures 12" and over in
diameter 12" above the ground," be changed to read as follows;

"The standing pine timber which measures 8" at top and 20 ft.
long and suitable for saw mill purposes".

And that clause 2 of said contract, which is found at the bottom
of page 2 and top of page 3 of said contract, be modified so as to have the
same apply only to timber situated in township 35 range 26, and township 36,
range 26.

And that in addition to the rights given in the third clause
of said contract, which is found on the third page thereof, to build tram roads
and spurs etc., over and upon the lands described in said contract, that
the parties of the first part shall at their expense and cost, obtain furnish
and deliver unto the party of the second part the necessary written instruments,
signed by the parties owning the lands upon which the main line of the tram road
in now located and is situated, giving to party of the second part the right
to maintain and operate said main line of tram road over said lands for such
length of time as party of the second part may desire.

And the parties of the first part will also obtain the necessary
paper writing from the parties owning the lands east and north of the present
terminus of the tram road to the next range east, authorizing and permitting the
party of the second part to maintain and operate said tram road over and upon
said lands for such time or term of years as party of the second part may desire.

Said assignment of said contract is accepted by the party of the
second part upon the further condition that all default or delinquenties of the
parties of the first part in the performance of any portion of said contract up
till the date hereof, shall be, and the same is hereby waived by parties of the
third part,

And the said contract as assigned to the party of the second part
shall be freed and relieved from any penalties or forfeitures by reason
of any default of the parties of the first part.

THE assignment of said contract by party of the second part is
accepted upon the further condition that this part of said contract beginning with
the word "the" on the seventh line of the fifth page of said contract, down to and
including the word "therewith," on the eighteenth line of the fifth page of said
contract be waived, and eliminated from said contract by parties of the second
part, The assignment of said contract is accepted upon the condition that said
contract be so modified as to authorize the party of the second part to cut such
timber as it may see fit into logs to be used as crate material, and to settle
therefor by log sale, all logs to be measured under the bark at the blossom
end in narrow place and contents figured to square 2/3 of diameter, one inch to
be added to all logs 30 ft., or more. A report is to be made by second party to
first party of all logs so cut when same is loaded in cars.

And the said assignment of said contract is accepted upon condition that the said contract is so modified as to authorize and permit the party of the second part to furnish Royall & Phillips at Tifton, Georgia, on or before the tenth of each month, a report of the amounts and kinds of lumber sawed at their said mill, said report to be a complete checking of all lumber cut by them from said timber for the prior month, and on the same date, and to make settlement with the said Royall & Phillips for all lumber sold or shipped by party of the second part during the previous month, the party of the first part to have the right to examine the books of the second party or railroad books at any time during the life of this contract.

Said assignment is accepted upon the further condition that all reference in said contract to the forfeiture of the sum of seven thousand one hundred and forty (\$7,140.00) dollars, be eliminated therefrom.

The party of the second part accepts said assignment upon the further condition that that part of said contract beginning with the word "the" on the seventh line of the sixth page thereof, down to and including the word "Wood" on the 16th line of the sixth page of said contract be eliminated entirely from said contract, and the following substituted therefor:

"The party of the second part shall cut and saw all the standing pine timber on said property that will measure eight inches at the top and twenty feet long, which is suitable for saw mill purposes. and the party of the second part shall have the right to cut all tops and dead timber not suitable for cross ties, into wood, if it so desires, provided that the cutting of said wood shall not interfere with the delivery of land to the purchasers thereof."

Said assignment is accepted upon the further condition that that portion of said contract beginning with the word "All" on the nineteenth line of the sixth page thereof, down to and including the word "therefor", on the twenty seventh line of the sixth page thereof, shall be stricken and eliminated entirely from said contract, and the following substituted in lieu thereof:

"All slabs cut at said mill from said timber shall be the property of the party of the second part, and the party of the second part shall not be required to account or pay the said Royall & Phillips or any one else therefor."

Said assignment is upon the further condition that the first paragraphs of the fifth clause of said contract be eliminated therefrom, and that the following be substituted in lieu thereof:

"The parties of the second part for the further consideration of said assignment made by parties of the first part, contract and agree that they will carry, transport and haul for the parties of the first part, free of all cost and without any charge whatever over their tram road, all naval stores products, or the necessary barrels or materials in which to ship the same, provided that all of the products or materials shall be loaded and unloaded on cars at the expense of the parties of the first part, and provided further that the party of the second part shall in no wise be liable for any delays

in the shipping or handling of the said naval stores products or material, or liable for any damage by reason of wrecks, fires, or any other loss sustained by the handling of said naval stores or materials occurring in any manner whatsoever, provided first parties are to furnish all care for such transportation."

The party of the second part accepts said assignment upon the further consideration that party of the second part shall only be liable for its proportion of the taxes mentioned in said contract which is assessed after the 1st day of January, 1917.

And the party of the second part accepts the assignment of said contract upon the further consideration that party of the second part shall have the right and authority to cut and manufacture into cross ties such of the pine timber as is mentioned in said contract, as shall be suitable for such purposes for which party of the second part covenants and agrees to pay into the said Royall & Phillips the sum of 5¢ per tie for all ties manufactured by it measuring 6 x 8, and 6¢ per tie for all ties manufactured by it measuring 7 x 8, and 8¢ per tie for all ties manufactured by it measuring 7 x 9, said ties to be settled for at the same time and upon the same conditions and under the same regulations as hereinafter provided for the settling of lumber.

And the parties of the second part hereby accept the assignment of said contract as hereby modified and changed, and agrees to carry out and perform each and every part or parcel thereof as so modified and changed, promptly and fully and according to the true intent and meaning thereof, And the parties of the first part, for themselves, their heirs and assigns, both jointly and severally agree with the party of the second part, that one of the notes to be given by the party of the second part to parties of the first part in the sum of \$5,000.00 which is to be due and payable two years and six months from date, shall be made non-negotiable, and the liability of the party of the second part thereunder shall be conditioned upon the parties of the first part obtaining the right of way for the road hereinbefore mentioned for party of the second part from the parties owning the lands upon which the said tram road is now located, and the parties owning the lands directly east or north of the present terminus of the said tram road to the Range line; said privilege to maintain said right of way to be in writing and signed by said land owners, authorizing and permitting the party of the second part to so maintain said tram road, and operate the same so long as the party of the second part or its successors or assigns shall desire.

And the parties of the first and both jointly and severally covenant, contract and agree with the party of the second part to obtain said written agreement for the right of way of the party of the second part, its successors and assigns within 12 months from the date hereof.

And in the event said written agreement of said right of way is not obtained and delivered into the party of the second part running to party of the second part and its successors or assigns, within 12 months from the date hereof, then the party of the second part shall have the right to immediately proceed to acquire said right of way privilege and to pay therefor such sums of money as may be necessary to continue the same, which money so

paid out and all expenses in connection therewith in acquiring said right of way or any portion thereof, shall be credited upon said non-negotiable note.

And the parties of the first and third part, covenant, contract and agree with the party of the second part that at the date hereof they are the owners in fee simple of the balance of the timber situated upon the lands described in the contract so assigned, which approximates about 3500 acres, more or less.

And that they will forever warrant and defend the title thereto or any portion thereof against all parties claiming or to claim the same.

It is understood and agreed that the parties of the second part shall have the right to assign this agreement, or the agreement which is assigned to them, and the provision in the said contract which the parties of the first are assigning to the party of the second part restricting said assignment is hereby waived.

And the parties of the third part hereto hereby agree to this assignment, and all the modifications hereinbefore made.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands and affixed their seals, and the party of the second part has caused its name to be signed hereto by its vice president, and the parties of the third part have likewise set their hands and seals on this the day and year first above written.

Signed, sealed and delivered

in the presence of;

E. D. Treadwell

E. B. Loyless.

J. M. Robinson (SEAL)

T. E. Phillips (SEAL)

KING LUMBER AND MANUFACTURING COMPANY

By W. G. Welles-- Vice President.

T. E. Phillips (SEAL)

Surviving partner of Royal & Phillips.

Lela A. Royal (SEAL)

STATE OF FLORIDA:

COUNTY OF DE SOTO:

Before me, the undersigned authority, an officer duly authorized to take acknowledgments, personally appeared J. R. Robinson, and T. E. Phillips, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged before me that they executed the same for the uses and purposes therein set forth.

WITNESS my hand and seal on this the 24th day of March, A. D. 1917.

E. B. Loyless Notary Public.

My commission expires July, 11 1920

(SEAL)

A true copy of the original filed March 28th, 1917.



John Richard and his 2nd. wife, Gertrude
in Cordova, Alabama in approximately 1921

(Note: No picture available
of first wife).



John Richard (center) with business friends
in Florida

an eyewitness to this tragedy. Pretty Kate and William were still separated when William came to the sawmill where John Richard was working, to talk about the situation between him and Pretty Kate. It was around lunchtime, so John Richard invited William to come up to his house and stay for lunch. While sitting at the table, an argument developed and William shot John Richard five times. He reached into his coat pocket, pulling the pistol and the coat up and shooting John Richard without removing the pistol from the coat. Four shots hit John Richard in the stomach and one shot hit him in the leg. William jumped up from the table and ran outside. John Richard's son, Laurence, grabbed the rifle from over the fireplace mantle and chased after him. When he got on the front porch, Laurence saw William outside the yard fence and shot him six times, which killed him instantly. William was buried at Gardner Cemetery. John Richard recovered from his injuries, however damage to his leg created problems for the rest of his life.

John Richard sold his part of Gardner Lumber Company and took a trip out west to Pike's Peak. While there, he was enticed to buy \$10,000 in gold stock. It turned out that he had bought stock for a gold mine containing "fool's gold," not real gold. The stock was worthless and he lost all the money he had invested.

John Richard moved to Alabama and started a chain of grocery stores around there. He had a general store in Ensley, Alabama. He died June 2, 1926 in Birmingham Hospital in Jefferson County, Alabama. He died from shock while undergoing surgery to have his leg amputated. The amputation was needed due to complications created by him being shot in the leg by William T. Moore. He is buried at Walnut Grove Cemetery in Birmingham, Alabama on Old Highway #11 between Bessemer and Birmingham. It is the only cemetery between these towns (See Exhibit 5-46 for Certificate of Death).

**JEFFERSON COUNTY DEPARTMENT OF HEALTH
BUREAU OF STATISTICS AND VITAL RECORDS**

Birmingham, Alabama

CERTIFICATE OF DEATH						File No.
STATE OF ALABAMA						2097-Bh-1926
1. Place of Birth a. County Jefferson		Beat No.	2. Usual Residence (Where deceased lived. If institution: Residence before admission) a. State Alabama b. County Jefferson			
b. City, Town, or Location Birmingham		c. Is Place of Death Inside City Limits? Yes <input type="checkbox"/> No <input type="checkbox"/>		c. City, Town, or Location Birmingham		e. Is Residence Inside City Limits? Yes <input type="checkbox"/> No <input type="checkbox"/>
d. Name of Hospital or Institution (If not in hospital, give street address) B'ham. General Hosp.		e. Length of Stay in lb		d. Street Address 1611 Ave I, Ensley		On A Farm? Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Name of Deceased (Type or print) John			4. Date of Death	Month June	Day 2,	Year 1926
5. Sex Male	6. Color or Race White	7. Married <input checked="" type="checkbox"/> Never Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/>		8. Date of Birth 1866	9. Age (in years last birthday) 60	If Under 1 Yr. If Under 24 Hrs. Months Days Hours Min.
10a. Usual Occupation (Give kind of work done during most of working life) Merchant		10b. Kind of Business or Industry Not Stated		11. Birthplace (State or foreign Country) Georgia		12. Citizen of What Country? Not Stated
13. Father's Name Robinson		14. Mother's Maiden Name Not Stated		14a. Name of Surviving Spouse Gertrude Robinson		
15. Was Deceased Ever in U.S. Armed Forces? (Yes, no, or unknown) (If yes, give war or dates of service)		16. Social Security No. Not Stated		17. Informant's Name R.S. Robinson Address Not Stated		
18. Cause of Death (Enter only one cause per line for (a), (b), and (c).)						Interval Between Onset and Death
PART I. Death Was Caused By: Immediate Cause (a) Varicose of Ulcers leg and feet, secondary cellulitis						3 mo. 2 da.
Conditions, if any, which gave rise to above cause (a), stating the underlying cause last.						
Due to (b) Toxemia and Asthenia, Shock from amputation of leg.						3 mos.
Due to (c)						
PART II. Other Significant Conditions Contributing to Death But Not Related to the Terminal Disease Condition Given in Part I(a)						19. Was Autopsy Performed? Yes <input type="checkbox"/> No <input type="checkbox"/>
20a. (Probably) Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/>		20b. Describe How Injury Occurred. (Enter nature of injury in Part I or Part II of item 18.)				
20c. Time of Injury Hour Month, Day, Yr. a.m. p.m.						
20d. Injury Occurred While At Work <input type="checkbox"/> Not While At Work <input type="checkbox"/>		20e. Place of Injury (e.g., in or about home, farm, factory, street, office)		20f. City, Town, or Location County State		
21. I attended the deceased from _____, to _____ and last saw ^{her} him alive on _____ Death occurred at _____ m on the date stated above; and to the best of my knowledge, from the causes stated.						
22a. Signature A.C. Fields, M.D.			22b. Address Not Stated		22c. Date Signed Not Stated	
23a. Burial, Cremation, Removal (Specify) Not Stated		23b. Date 6-3-26	23c. Name of Cemetery or Crematory Walnut Grove Cemetery		23d. Location (City, town, or county) (State) Not Stated	
24. Funeral Director W.C. Vice Undtq. Co.			25. Date Recd. By Local Reg. Not Stated		26. Registrar's Signature Not Stated	

STATE OF ALABAMA
JEFFERSON COUNTY

This is to certify that the above is a true and correct abstract of information contained in the death certificate as permanently recorded in the Bureau of Statistics and Vital Records, Jefferson County Department of Health, Birmingham, Alabama and is issued under the provisions of Title 22-9-8, State Code of Alabama, 1977.

Felix E. Hartley
Registrar of Vital Statistics

Robert Smith
Authorized Bureau Clerk

October 2, 1979

Date of Issue

Seal of Health Officer
Jefferson County, Alabama

IMPORTANT — This certificate void (a) without the embossed seal of the Health Officer of Jefferson County, Alabama. (b) if it contains evidence of erasures or alterations.

Exhibit 5-46

CHILDREN

LULA LURANIA ROBINSON was their first child. Lula's first husband, John Samuel Noble, died from an overdose of alotmen (prescribed medication) on March 14, 1912. Lula's second husband was O. J. Tooke. Lula died May ____, 1918, three days after giving birth to her sixth child, Woodrow. She died in Arcadia General Hospital.

PEARLE LEE ROBINSON was their second child. She lived in Gardner, Florida, and later in Homestead, Florida. She married John Lott.

LAURENCE DAVID ROBINSON was their third child. He returned to Berlin, Georgia in 1914 and went into the grocery business. Laurence's son died at age four from injuries when Laurence ran over him. Laurence was starting to make a home delivery with his son and they were involved in an accident. The boy was thrown from the truck and the truck ran over him. This happened in Berlin, Georgia. Laurence sold his store and returned to West Palm Beach, Florida. He went into the plumbing business and did work on city contracts for sewage lines and the like. He was the first child to meet a violent death. He was found dead in his garage in approximately 1931, 1932, or 1933. He had been shot and it was never determined if he had committed suicide or if he had been murdered.

KATIE JANE "PRETTY KATE" ROBINSON was their fourth child. It is rumored that she ran away with Homer Gardner Hand between 1933 and 1935. Homer was a county commissioner. She was last seen in 1933 and no one knew where she went to. She died in Hope, Hempstead County, Arkansas as Kathleen Welch.

NANCY MARTHA ANN ROBINSON was their fifth child. She left Gardner, Florida in 1913 and moved to Tampa, Florida. Nancy opened a rooming house in Tampa on Franklin Avenue in 1934. This building still stands today.

JOHNIE SETON was their sixth child and he never married. He died from rheumatic heart and rheumatism while a patient at John Hopkins University in Baltimore, Maryland. He was buried at the Gardner Cemetery.

GEORGE AMERICUS ROBINSON was their seventh child. He moved from Gardner, Florida to Birmingham, Alabama with his father in 1919. He resided in Cordova, Alabama. George was John Richard's fourth son to meet a violent death. George had approximately \$6,000 stored in his safe when he was robbed and shot to death.

ROBERT SHANNON ROBINSON was their eighth child. He also moved from Gardner, Florida to Birmingham, Alabama with his father in 19____. He resided in Cordova, Alabama. Robert was the third child of John Richard's to meet a violent death. Robert had sold about \$1500 worth of hogs and had accepted a check for payment. After the sale, he and a drinking buddy were seen drinking. Later, his body was found down on the river in his truck. He had been murdered; someone had cut his throat. The killers must have thought he had cashed the check, but it turns out that the check was still at home.

JEWEL MAY ROBINSON was their ninth child. She moved to Birmingham, Alabama with her family in 1914. Her husband, Hall Schaubert, was a dispatcher for L & N Railroad in Birmingham, Alabama. Jewel disappeared under mysterious circumstances, on the same day that her car burnt, and she has never been seen since.

CHARLIE MELTON ROBINSON was their tenth child. He also moved to Birmingham, Alabama from Gardner, Florida in 1914. Charlie was a light weight fighter and resided in Cordova, Alabama. He was the second brother to meet a violent death. A man owed him \$100 in a gambling debt. Charlie was told to come on over and collect the money, but when he arrived he was cut down by a shotgun.

Their eleventh, twelfth, thirteenth, and fourteenth children all died at a young age.

GRANDCHILDREN

Lucille (Noble) Byrd is the daughter of Lula Lurania and John Noble. Her father died when she was four months old. She can remember her first car ride; she was going to Ft. Meade with her grandfather, John Richard, to the lumber company commissary. Lucille also recalls on the day of her mother's funeral of how the wind was blowing and the tall pines that were surrounded them. She remembers seeing an airplane for the first time when she was around 5 or 6 years old. She was attending primer school and was on her way to school with the other children. When they saw the airplane, it sent a chill of fear through them, and they ran like crazy back to the school house because they thought the airplane was going to fall on them. This school was located at Nocaee, which is one or two miles south of Arcadia.

Sally Noble is another daughter of Lula Lurania and John Noble. When Lula died, Sally was _____ years old and Lucille was 6 1/2 years old. At this time Lucille and Sally were placed in a Baptist children's home located in Arcadia, Florida (this orphanage was later moved to Lakeland, Florida). Lucille recalls her grandmother, Gertrude, always remembering her and her sister, by sending them presents at the orphanage. One Easter, she sent each of them a new dress that she had made. Sally died in an automobile accident in Winter Haven, Florida.