

1890-17

Southampton County Chancery -

Thomas, P. S. et al

vs Raines, G. W.

Claud, Mary S.

Bills for injunction to restrain
the defendant, his employees
& agents to stay off his land.

and said land is owned by the heirs of
W. F. Adams. The husband land, the Betsy
W. F. Adams, and enclosing about 292
acres -

To The Honorable Justice Judge of the Circuit
Court of Southampton Co. In Chancery.
Complaining thereof unto your Honor
your complainants P. S. Thomas and
Mary L. Bland, that they are seized in
fee in equal undivided interests of a
tract of land in Southampton Co, upon
which there is a lot of pine timber -
said tract of land is situated immediately
on the A.D. R.R. and said timber is
therefore very accessible and valuable.
That one G. H. Ramey has within the last
twelve or eighteen months moved into
the said County, and is engaged in the
saw mill business. His saw mill is
located very near to this lot of timber,
and without any authority whatever
from either of the complainants in this
case, he has within the last few days
sent his employees upon said land
and commenced to cut said pine tim-
ber. That your complainants understand
the said Ramey entered he has entered
to buy said pine timber, but such con-
vention is not true and his acts in
attempting to have said pine timber
cut from said land are wholly
unauthorized and in utter violation

of the rights of your complainants.

That said Rainer, so far as your complainants are advised and so far as they know is without means to pay them in damages for the trespass he is committing or authorizing his employees to commit, and to permit him to continue to cut and remove said pine timber unlawfully wronged respect in irreparable loss to your complainants for which they wrongs have no adequate remedy at law. That there at least one million of feet of this pine lumber, and it is of great value to your complainants.

In consideration of all which and as much as your complainants are without remedy in the premises except in a Court of Equity where such matters are properly cognizable, to the end that justice may be done, your complainants pray that the said W. Rainer may be made a party defendant to this bill and compelled to answer the allegations thereof, but answers under oath are expressly waived. That an order may be at once entered enjoining and restraining the said W. Rainer, his

agents, servants or employees from entering upon said land and cutting or in any other manner interfering with or removing any of said pine timber until the further order of this Court. that proper process may issue - and that your Honor will grant such other further, general and special relief as to Equity may seem most on the nature of this case may require. And as in duty bound, your Complainants will ever pray &c. May it please the Court &c. -

P. S. Thomas.

Primer & here by ^{Mary L. Glaser.}

Virginia - Southampton Co. Court.

This day personally appeared before me, P. S. Thomas, one of the Complainants in the above bill of complaint and made oath that the facts as therein set out are true to the best of his knowledge & belief. Given under my hand May 10 - 1890.

B. A. McLeod

Commissioner in Charge for
Circuit Court of Southampton Co. Va.

Thomas H.
in 3 Bill H.

Raines

—

In the Circuit Court for Southampton County.

P. S. Thomas and Mary L. Bland, Plaintiffs

vs

G. W. Raines

Defendant

In Chancery

The answer of G. W. Raines, the above named defendant, to the bill of Complaint, exhibited against him by the above named plaintiffs, P. S. Thomas and Mary L. Bland in the Circuit Court for the County of Southampton in the State of Virginia.

In answer to the said bill, G. W. Raines, says as follows:

I have no reason to doubt that the land in the bill mentioned and described is owned by the plaintiffs as alleged by them. The plaintiff P. S. Thomas told me that he and his sister, the plaintiff Mary L. Bland were the owners of the said land. The said Thomas also assured me that he was the agent of his said sister and had full authority to manage said land and to sell therefrom the pine timber standing thereon, and that his authority from his said sister was evidenced by a power of Attorney signed by her. I accepted his said statements in good faith, and dealt with him in the purchase of the said timber relying implicitly on the trustfulness of said statements.

For some time prior to April 1889 I was engaged in the saw mill business in the County of Prince Anne in this State, where I bought standing timber severed it from the stump, manufactured it into lumber and shipped it to market and sold it. In the month of January 1889 owing to the facts herein after stated, I determined to remove my business to the said County of Southampton, and pursuant to this determination did in April 1889 remove my mill and fixtures, team, gearing &c. to the last named County and located it where it now is, and from that time to the severing

of the injunction order in this suit, have been diligently engaged in cutting timber from the stump, sawing it up into lumber and shipping it to market for sale.

In January 1887, the plaintiff P. S. Thomas told me that he owned and controlled standing pine timber from which could be sawed up and manufactured about three millions of feet of lumber, and that if I would remove my mill to the County of Northampton he would sell me this timber. He pointed out some standing timber on the land of Robert, B. F. and E. J. Bland, all of which he said he controlled and had the disposition of, and he also at the same time pointed out to me the standing pine timber on the tract of land in the hill described and stated that he and his sister, the plaintiff, were anxious to sell it, and that he was authorized by power of attorney to act for his sister in the matter. After making an examination of the timber I purchased of the said plaintiff Thomas the standing pine timber on Robert and B. F. Bland's land and the standing pine timber on the land in the hill described. Subsequently to this I purchased of the said Thomas the standing pine timber of the original growth on the land of E. J. Bland. I agreed to pay and he to receive for the timber first sold \$1.00 per M feet for the cleared timber, after it was cut and sawed and manufactured into lumber and 75¢ per M feet for the knotty timber, after cut and sawed. I was to commence cutting as soon as I conveniently could, and I was to pay him for the lumber within sixty days from the time it was shipped from my mill. In pursuance of this contract in the month of April 1887 I commenced work, and as he has stated have worked continuously since up to being stopped by the injunction order in this case.

I located my mill on the land of Robert Claud. Before however locating my mill, at the suggestion of the said Thomas, I agreed to pay 95¢ per M. feet for all the lumber, and ~~changed~~ changed in this respect our original contract and did pay for the Robert Claud lumber 95¢ per M. When I purchased the E. J. Claud lumber, the said Thomas proposed that we should so far modify our contract with reference to B. F. Claud's timber, as to pay him \$1.25 per M. feet for the original growth, which I consented to do, and these were the only changes or modifications made. In the purchase of this timber I dealt only with the plaintiff Thomas, and paid him for all I cut and shipped, amounting to about a million of feet, except the timber cut from the land of Robert Claud. Having finished cutting from the Robert, B. F. and E. J. Claud tracts of land in the further and continuous execution of my contract of January 1887, I chopped some of the trees upon the land in the hill described preparatory to cutting them from the stump, and manufacturing them into lumber, so as to carry out my contract aforesaid, when I was stopped from the execution of said contract by the injunction order, served upon me in this case. I deny therefore that I have without any authority whatever from either of the complainants sent my employees upon the said land and commenced to cut the pine timber therefrom, as charged by the plaintiff. Said charge is untrue and without foundation in fact. I claim and insist that I have a right under my contract with the said Thomas to cut the pine timber from the said land. I deny that I have violated the plaintiff's rights as charged in this bill. I deny that I am insolvent and unable to answer the

plaintiffs in damages for any injury sustained by them on account of my action in the premises, or that would have been sustained by them had not the injunction in this suit been awarded. The aforesaid allegations of the plaintiffs bill are untrue. I deny all wrong and violation of rights as charged by the plaintiffs; and I claim that I was acting under a valid contract and that great wrong and injury has been done me by preventing my completing said contract; and that said injunction should be dissolved and the plaintiffs bill be dismissed, and I pray for an order dissolving the said injunction and dismissing the said bill with costs to the plaintiffs. And having fully answered I pray to be dismissed.

G. W. Raines

Hammond & Heath pd

State of Virginia.
 Corporation of the City of Norfolk County: I James E. Heath a Notary Public in the Corporation aforesaid in the State of Virginia do certify that George W. Raines, whose name is signed to the foregoing answer, personally appeared before me in my Corporation aforesaid and made oath that the statements contained in the said answer are true to the best of his knowledge, information and belief.

Given under my hand this 20th day of May 1890.

James E. Heath Notary

James & Bland
 v. J. M. Raines

Answer of deft.

1889. 2nd May

filed

B. J. M. C.

1890. May 30 -

copy of Raines' answer sent to P. S.

Thomas - 5 pages

\$1.25 -

Thomas & al:

2^d Injunction
Bond
Rains

1890. May 10. filed
B. F. M. cc.

THE CONDITION OF

Sealed with our seals

other than legal tender currency

claim right or privilege to give,

and the obligors herein, hereby

agree, we bind ourselves, our heirs

Know all men by these Presents

Know all men by these Presents, That we *P. S. Thomas + J. D. Pinner*
+ *B. F. McLennan*

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

Five hundred Dollars, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation, and also waive any claim, right or privilege to discharge any liability arising under said bond in any currency, funds, counter-claims or offsets other than legal tender currency of the United States.

Sealed with our seals and dated this *10* day of *May* A. D. 18*90*

THE CONDITION of the above obligation is such that if the above bound

P. S. Thomas, who
hath this day obtained from the Judge of the Circuit Court of Southampton. an injunction restraining and enjoining *G. W. Rains* his Agents, Servants, Employees and all other persons from entering upon the lands of *P. S. Thomas + Mary L. Bland* in the ~~premises~~ and proceedings mentioned. situate in Southampton County, Va. containing about 292 acres. & from cutting & removing or in any manner interfering with ~~the~~ timber on said land, until the further order of this Court. Shall well & truly pay all such costs and damages as may be sustained by said *G. W. Rains* in consequence of this injunction.

~~shall faithfully discharge the duties of~~
or else to remain in full force and virtue.

~~office or trust~~ according to law, then the above obligation to be void,

Signed, sealed and delivered }
in presence of the Court. }

P. S. Thomas.

J. D. Pinner

B. F. McLennan



I certify that bond with approved security
has been given in this cause.

B. F. McLeamond

Thomas & al.

vs. Sum.

Raines

1890. 2 May Rules
Cir: Ct.

Executed May 12th
1890 by delivering a
copy of this Sum. also
a copy of this injunction order
in the cause to E. W.

Raines

W. Applegate Deput
for J. W. Williams
Shiff

J. A. Thomas se
vs. E. W. Raines Jr
Deene.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON *G. H. Raines*

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the *3^d* Monday in *May 1890* next, to answer a bill in Chancery exhibited against *him* in our said Court by *P. S. Thomas + Mary L. Bland*

And this *he* shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this *10* day of *May*, 1890, in the *114* year of the Commonwealth.

B. F. McLemore

C. C.

Southampton Circuit Court May Term 1890.

P. S. Thomas + c.

vs. Secre.

G. H. Raines &c.

On motion of the plaintiffs and for good Cause shown an injunction is awarded them to enjoin and restrain the defendant *G. H. Raines*, his agents, servants, employees and all others from entering upon the lands in the bill mentioned belonging to *P. S. Thomas + Mary L. Bland*, situated in Southampton Co. Va. and containing about 292 acres and from cutting and removing or in any other manner interfering with the pine timber on said land or any other timber on said land until the further order of this Court. But the plaintiffs are not to have the benefit of this order until the plaintiffs or either of them or some one for them shall enter into bond before the clerk of this Court with security approved by him in the penalty of \$500 payable to the defendant and Conditioned to pay all such costs and damages as he may sustain in consequence of this injunction, in case the same shall be dissolved.

A copy Test: B. F. McLemore C. C.

Brussels, 1st May 31. '90

Dear Jos.

Ranier & myself
have taken our trouble.

You will, therefore,
please dismiss Case
and R. requests, that his
attys be notified of
same.

I have the clerk to send
account books & let me
know amount your fee
as atty. for me,
Yours truly J. P. Thomas

Thomas, Island
or { Deer
Graham's

1890 June 3.
Special Term
To be entered

Thomas H. Hunt ..

27 3/4 Decr -

J. W. Rains

On motion of the plaintiff
this suit is dismissed.

Thomas R.

or 3 Dec

Ramier R.

1890. May Term

To be entered -

C. W. H. H.

To be disimiped by us:
Peoff

Copy of Bill chto
Ramsis. 75-X

Entered

Costs -	Bill 7.59
Shff	1.50
Saw Y.	16.50
	<u>\$ 24.59</u>

P. S. Thomas & ^a

vs 3 Decees.

G. W. Ramey & ^c

On motion of the plaintiffs and for good cause shown an injunction is awarded them to injoin and restrain the defendant G. W. Ramey, his agents, servants, employees and all others from entering upon the land in the bill mentioned belonging to P. S. Thomas & Mary L. Cland, situated in Smith-ampson Co. Va and containing about 292 acres. and from cutting and removing or in any other manner interfering with the pine timber on said land or any other timber on said land until the further order of this Court. But the plaintiffs are not to have the benefit of this order until the plaintiffs or either of them or some one for them shall enter into bond before the clerk of this Court with security approved by him in the penalty of \$500 — payable to the defendant and conditioned to pay all such costs and damages as he may sustain in consequence of this injunction, in case the same shall be dissolved.

Thomas J^c

Stat: Rules

Raines

P. J. Thomas &
Mary L. Bland.

~~Plffs~~

against

Jos. H. Raines - Def.

} In Chancery

1890. May 10. Process up? to 2 May Rules

" 2 May Rules. Process returned Executed.

Bill filed. Answer of Def.

filed - joint replication

decrees nisi.

" 1st June R. Cause set for hearing.