1882-011 Chancery Causes. Joel P. Holland vs Robert Holland

Dsle of Wight County

other surnames: Ashbury, Channellor

I, Wm. N. Parker, a Commissioner in Chancery for the Circuit of Southampton County, do hereby certify that J. P. Holland has this day made oath before me, that the facts stated in the foregoing bill are true to the best of his knowledge and belief. Given under my hand this 6th day of May 1882.

Wm. N. Parker,
Comm'r in Chancery

"

Holland &c. 4-4
vs
Bible
Holland &c

June 5th 1882.
Bill filed - Bond
executed & sum's issued
returnable &c.

Aug. 5. Rules. 1882.
Def'ts. Dem'r to Bill
Argued & Dem'r overruled
def'ts. filed ans. & ex. to depos.

Aug. 5. Rules - 1882.
Dem'r & ans. ord. to be
Dismissed on costs of
Plaintiff.

Dft's. costs to date
attn. fee — 15.00
clerk " — 1.15
Total $16.15
Wm. P. Conyers.

The Dem'r of the Def'ts to the Bill of the Plaintiff is overruled this 5th day of Aug. 1882.
J. P. Holland J.C.C.

the timber of said land above mentioned or otherwise committing waste. In Tender Consideration whereof, and inasmuch as your Compleainant is without remedy at law and only entitled to relief in a Court of equity where such matters are properly to be heard, to the end therefore, that justice may be done, your Complainant prays that the said Robt. Holland be made a party defendant to this bill and compelled to answer its allegations. That your Honor will enjoin and restrain the said Robt. Holland from the further cutting of the timber aforesaid or otherwise committing waste on the premises. And that your honor will grant such other, general & special relief as to equity may seem meet and the nature of the case may require. And as in duty bound your Complainant will pray &c; May it please the Court &c.

R. R. Griffin p. q.

Virginia:

Southampton County, to wit:

money each year until the whole of it was fully paid; that ever since the year 1895 the said Robt. Holland has continued in quiet and undisturbed possession of said land, ~~and has paid~~ all that time enjoying its rents and profits, and has never paid your complainant but about sixty dollars. Your complainant has been and is now ready and willing to make to the said Robt. Holland a good and valid deed for the said land whenever the purchase money with interest is fully paid; that the said Robt. Holland has for several years and is now cutting and selling the timber thereon and otherwise committing waste which, in the opinion of your complainant will seriously injure the value of the property; that your complainant has endeavored by all proper steps to prevent these wrongs but to no avail, and ~~your complainant further charges that the Robt. Holland refuses~~. That your complainant is advised that an injunction should be sued out to enjoin and restrain the said Robt. Holland from the cutting of

To the Hon. George Blow, Judge,
of the Circuit Court of Southamp-
ton County. In Chancery.

Your Complainant, J. P. Hol-
land, humbly complaining, showeth
unto your honor, as follows:
That your complainant in January
1875, for the sum of two hundred dol-
lars, sold to Robt. Holland, a certain
tract or parcel of land situated in
the county of Isle of Wight, bounded
by the lands of Jos. Bradshaw, Albert
Leigh, Jacob Bradshaw and Timothy
Hays, and containing sitty three
acres, be the same, more or less; that
your complainant delivered possession
of the said tract of land, retaining
title, however, to the same until the
whole of the purchase money was
paid, when a deed therefor was to be
duly executed to the said Robt. Hol-
land by your complainant; that pre-
vious to such delivery and acceptance
of possession there was an understand-
ing between the parties that the said
Robt. Holland should pay to your
complainant one third of the purchase

Robert Holland before me the undersigned a Notary Public in & for said County and State and made oath that the statements contained in the above answer are true to the best of his knowledge, information and belief. Sworn under my hand this 8th day of July 1882

W. S. Holland
N. P.

Holland vs.
Bill
Ans. 3 1/2 sheets

Holland for Def.

Answer of Def.
Filed in Office
Sept. 2nd 1882
Sam'l Lee Clerk

issuing of the injunction prayed for in said bill.

And this defendant prays that said injunction be dissolved that he be restored to right — that an account be taken before a Master Comm. of this court showing payments on said tract of land and balance due which this defendant is anxious to pay — that the said plaintiff be required to make, execute and deliver to said deft. a good and sufficient deed for said land together with such other relief as may seem proper —

Notice is hereby given that said deft.'s attorney in this behalf will ask to be allowed a reasonable fee by this court —

And having fully answered the plaintiff's bill denying all fraud, confederacy or other unlawful combination this deft. prays to be hence dismissed with his reasonable cost in this behalf most unjustly expended

Robert (his X mark) Holland
Wit: W.S. Holland
July 8th 1882

W.S. Holland J.P.

Virginia

County of Isle of Wight this day came

And this respondent denies that has ever received anything in the way of a benefit arising out of said land as a rent - he avers that the land had to be cleared of trees and brush, rooted up, ditched and fenced before it was worth anything - that he has built four houses on said land worth at least $300 - and that the said land by reason of improvements put thereon by this defendant has increased in value at least threefold, that it worth three times as much today as when this defendant took possession.

And this defendant denies that he has ever committed any waste on said land except to cut trees when he was about to clear up the land a few saw mill trees to get lumber to use in building on said land - he denies that said plaintiff has ever requested him to stop selling said lumber, except by injunction and the contrary he avers that said plaintiff often advised him to cut more timber.

And said defendant avers that he has been seriously damaged by the

be read as a part of this answer - That this defendant is an illiterate man unable to read any hand writing whatever that under the representations of the plaintiff he thought he was getting what he called for - That afterwards to wit: on the 23rd day of January 1880 he paid to said plaintiff $63 and took what was represented to him to be a receipt showing a credit on said land contract - that this paper marked "C" is herewith filed and asked to be read as a part of this answer; That afterwards to wit during the months of October and November in the year 1880 this defendant his wife and children picked off peanuts and pulled out cotton which by the weight and calculation of said plaintiff amounted to $5.60 which said plaintiff promised to credit as payment on said land, afterwards to wit, beginning in March 1881 and for six consecutive months thereafter defendants daughter served said plaintiff as a washer and cook for which said plaintiff agreed to pay $3.50 per month amounting in all to $21 which said plaintiff accepted as a payment on said land

due on said land in cash computing interest at the rate of six per centum per annum which this defendant is advised is the legal rate of interest and that said plaintiff refused to accept the balance due counting int. at the rate aforesaid and demanded twelve per centum per annum - that said plaintiff then and there admitted the payments herein after alleged - that this defendant has offered time and again to pay whatever any sensible white man would say he justly and lawfully owed - And the said defendant denies that he has ever refused to pay what he justly owed on said land according to the agreement between himself and said plaintiff - and he emphatically denies that he has never paid but about sixty dollars on said land, on the contrary he avers that during the first three years he paid sixty dollars as shown by Joel P. Holland's receipt here with filed marked "A" and asked to read as a part of this answer,

Afterwards to wit on the 10th day of April 1879 he paid $21.58 on said said land and took what the said plaintiff called a receipt showing a payment on said land marked "B" and prayed to

agree to pay this money in three years as intimated in said bill if not alleged - And this defendant avers that at the expiration of three years not having made the last payment on said land promptly applied to said plaintiff to know what extension of time he could get on said land and was told by said plaintiff to keep at work on said land and when he the said plaintiff got ready for said balance due on said land he, the said plaintiff, would let him know - that things went on, said defendant making a payment occasionally as will hereafter appear, till January 1882, this current year when the said plaintiff notified this defendant that he must have the rest of the purchase price of said land very soon, at all events, by the last of April 1882 notifying this defendant at the same time that his deed good and sufficient would be ready any time.

And this defendant avers that about the first April 1882. he through Mr. A. H. Ashburn in the presence of Mr Willie Chancellor he offered to pay the said plaintiff all the balance

said plaintiff to the effect that this defendant was to pay one third of said purchase price of said tract of land each consecutive year till the whole was paid as alleged in said bill.

Admd this defendant avers that said plaintiff first approached him with a proposition of sale of said land to which this defendant replied by saying he had no money and that the land being a forest not ditched, rooted up or fenced and having no buildings on it, it would require very hard work to live on it, much less to pay for it - and that said plaintiff still insisted on a sale - offering to give this defendant three years, and if it was not paid for then he would cheerfully extend the time, giving as a reason for this liberality in regard to time that the land was utterly worthless to him and that he wanted this defendant to stay in the neighborhood so that he the said plaintiff could get the services of himself and children when he needed them - and that at this defendant accepted this last proposition and did not

The Answer and Demurrer of Robert Holland defendant to a bill of complaint exhibited against him by Joel P. Holland in the Circuit Court for the County of Isle of Wight:

This defendant by his Attorney Comes and says this said bill of complaint is not sufficient in law.

This defendant now and at all times hereafter, saving and reserving to himself all benefit and advantage which can or may be had or taken to the many errors, uncertainties and insufficiencies in said bill contained; for Answer thereto or to so much thereof as he is advised it is material for him to answer, answers and says:

That it is true that said plaintiff did sell to this defendant the tract of land named and described in said bill for the sum of two hundred dollars as alleged — that said sale was made in January 1876 and not in January 1875 as alleged in said bill and that this defendant has been in possession since the time of said sale.

This defendant denies any such understanding between himself and

The defendant Robt. V. Holland is injoined restrained & prohibited by himself or his agents and employees from cutting the timber on the premises mentioned in the Bill of the complainant Joel C. Holland or otherwise committing waste, until the further order of the court, by order of the Judge of circuit court.

Teste, A. J. Young Clk.

Joel C. Holland

vs. Injunction

Robert Holland

Filed Feby 1st 1877

W. H. Griffin Clk

By [illegible] D.C.

Executed [illegible]

Robert V. Holland

[illegible]

Clerk's Office [illegible]

[illegible]

[illegible]

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY--GREETING:

You are hereby commanded to summon Robert Holland

if he *be found within your bailiwick, to appear at the Clerk's Office of our Circuit Court, for our said County of Isle of Wight, at the Rules to be holden for the said Court, on the first Monday in* July *next, to answer* the Bill of injunction filed against him by Jack P. Holland

And have then and there this writ. Witness, **NATHANIEL P. YOUNG,** *Clerk of our said Court, at the office aforesaid, this* 6th *day of* June *188*7, *in the* 106th *year of our foundation.*

N. P. Young *Clerk.*

The defendant Robt Holland is injoined restrained & prohibited, by himself or his agents and employees from cutting the timber on the premises mentioned in the Bill of the complainant Joel P. Holland, or otherwise committing waste until the further order of this court or order of the Judge of Circuit Court.

Teste,

J. S. Young Clk

Robert Holland

The Bond required by the order of the 4th July 1. Has been executed by the Plaintiff

Teste 4th July

J. S. Young Clk

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY--GREETING:

You are hereby commanded to summon Robert Holland

if he *be found within your bailiwick, to appear at the Clerk's Office of our Circuit Court, for our said County of Isle of Wight, at the Rules to be holden for the said Court, on the first Monday in* July *next, to answer* the Bill of injunction filed against him by Joel P. Holland

And have then and there this writ. Witness, **NATHANIEL P. YOUNG,** *Clerk of our said Court, at the office aforesaid, this* 6th *day of* June *18*87*, in the* 111th *year of our foundation.*

A copy. Teste,

N. P. Young *Clerk.*

N. P. Young clk

"A"

A W. NORFLEET.

Receive of Robert Holland 30
bords a wood for 2 or a bed,
$6.000, in Part payment for a
Tuck of Land I Sold him,
Oct 27 / 1

J J Holland,

car for
Smith
$2,90.

"B"

($21,58)

Due Robert Holland
one thouson & seventy nine
yds ditch at two cents
per yd.

J S Holland

1079 yds
Apr 12 1879

Due Robert Holland
86 Cords of wood
at one dollar & seventy
five cents a Cord
$63.00
Jan 23th 1880

J P Holland

Bob Holland
vs
Joel Holland

Mr. Joel Holland

1880 To R. S. Holland.

	To picking of plant cotton	$5.60
1881	To. 1 mo work pr daughter	3 00
	" 5 " " " @ $3 50	17 50
		26,10

Holland
vs
Holland

Injunction

Upon the complainant, J. P. Holland's entering into and acknowledging a bond with good security in the Clerk's Office of ~~Southampton~~ Isle of Wight County, before the Clerk of said Court in the penalty of Two Hundred Dollars, conditioned to pay all costs & damages which shall be awarded against him, in case the injunction herein mentioned shall be dissolved An injunction is granted in pursuance of the prayer of the Bill within contained, to restrain & prohibit the within named Robert Holland & his Agents & Employees from cutting the timber on the premises mentioned in said Bill, or otherwise committing waste until the further order of the Court.

Given in Court.

Judge

To the Clerk of the Circuit Court of the County of ~~Southampton~~ Isle of Wight.

May 10th 1882.

J. P. Holland

v. } Injunction
Bond

Robert Holland

In Circuit Court Clk. Office
Oak Grove Wright County Ga. the
Executed June 6th 1887
and filed.
Test, J. D. Young Clk

cutting the timber on the premises mentioned in said bill, or otherwise committing waste until the further order of the Court. Now if the said J. P. Holland shall well and truly pay all such costs as may be awarded against him and all such damages as shall be incurred in case the injunction be dissolved then the above obligation is to be void otherwise to remain in full force

J. P. Holland, Seal
Mary P. Davis, Seal

Know all men by these presents that we Jno P. Hoeland principal and Mary V. Davis security are held and firmly bound unto the Commonwealth of Virginia in the penalty of Two Hundred Dollars, to the payment whereof well and truly to be made to the said Commonwealth. we bind ourselves and each of us, our and each of our heirs, Executors and administrators, jointly and severally by these presents Sealed with our seals and dated this 5th day of June 1882. And we each waive the benefit of homestead exemption as to this obligation

The condition of the above obligation is such that, whereas Jno P. Hoeland has obtained from the Judge of the Circuit Court of the County of Isle of Wight ~~County~~ an injunction to prohibit and restrain Robert Hoeland his agent, attorney, and all other persons from