1893-010 Chancery Causes: John C. Thomas vs C. H. Chapman & J. O. Thomas
Isle of Wight County

2 Plats in Oversize Box 2

Know all Men by these Presents, That we John C. Thomas and Turner S. Reynolds C. H. Chapman and J. D. Thomas are held and firmly bound unto ~~the Commonwealth of Virginia in~~ the sum of Six 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. As witness our Hands and Seals, this 2nd day of March in the year of our Lord, one thousand eight hundred and eighty three.

The Condition of the above Obligation is Such, That whereas, by ~~a Decree~~ an order of the Judge of the Circuit Court of Isle of Wight County, pronounced on the ... day of ... ~~in a cause depending in the said Court, in which~~ upon a Bill of injunction wherein said John C. Thomas is Plaintiff, and said C. H. Chapman and J. D. Thomas are Defendants, ~~the above bound~~ injunction and restraining ~~was appointed a special Commissioner to~~ the said defendant J. D. Thomas from cutting, felling or removing or in any manner injuring or destroying the wood and timber in the Bill mentioned. Now if the said John C. Thomas shall pay all costs and damages as may be sustained by the defendant in consequence of said injunction, in case the same shall be dissolved. ~~Now, if the above bound ... shall faithfully discharge his duties as Commissioner under the said Decree, or any future Decree in said cause,~~ then the above Obligation to be void, otherwise to remain in full force and virtue.

Signed, Sealed and Delivered in the presence of

N. D. Young Clk

J. C. Thomas (SEAL.)

T. S. Reynolds (SEAL.)

(SEAL.)

Phillips & Carter, Printers.

Jno. C. Thomas

vs. Injunction Bond

Thomas et. al.

Thomas J. D.

In the clerks office of Isle of Wight Circuit Court March 2d. 1883. This bond was signed sealed & acknowledged by J. C. Thomas & F. S. Reynolds his surety & he sworn to as to his sufficiency.

Teste J. D. Young CC.

Article of agreement between
C. H. Chapman on the one
part and J. Thomas on the
second part. C.H. Chapman
do sell to J. Thomas all
the standing timber on my
land 12 inches on the stump
and upwards East of John
[illegible]'s farm and in the
same [illegible] & condition
the timber south of Smithfield
& Brookville for the
sum of Four Hundred and
fifty dollars, payable one
half Cash & balance the
1st Jan 1882. Given under
our hands & seals This 11th day
of June 1881

C.H. Chapman
J. C. Thomas

#225.00/100

June 11th 1881 Received on the within contract - Two Hundred and twenty five dollars

C. H. Chapman

In the clerks office of the county court of Isle of Wight county June 5th 1882, This Deed from C.H. Chapman to J.O. Thomas was acknowledge by the parties and admitted to record.

Test

A.D. Young C.C.
per W.L. Young D.C.

C. H. Chapman
To
J. O. Thomas
Deed

Recorded in Deed Book No. 6 Page 539

June 5th 1882.
Recorded and examined.
Teste A.D.Y.

July 1st 1882 Received of J.O. Thomas Two Hundred and Twenty five dollars in full of within contract

C. H. Chapman

Contract for land

Articles of agreement between John C Turner on the first part and J.O Thomas on the second part I John C. Turner do sell to J.O Thomas all the sawing Timber on my tract of land Twelve inches on the Stump and upwards for the sum of Seven Hundred dollars payable about one half cash and balance twelve months from date and John C. Turner is to have ten thousand feet of Lumber in addition to the above named price Given under our hands and seals this 3rd day of May 1881

John C. Turner (Seal)
J.O Thomas (Seal)

State of Virginia,
Isle of Wight County, To wit:

I, N.P. Young, a commissioner in chancery for the circuit court of the county of Isle of Wight in the state aforesaid do certify that John C. Turner and J. O. Thomas whose names are signed to the annexed writing, bearing date on the 3d. day of May 1881, have acknowledged the same before me in my said county.

Given under my hand as commissioner in chancery, the 2nd. day of July, 1881.

N.P. Young Comr.

In the Clerk's office of the county court of Isle of Wight county, the 4th day of July, 1881, This contract between John C. Turner and J.O. Thomas was received and admitted to record upon the certificate annexed of N.P. Young a commissioner in chancery.

Test, N.P. Young Clk.

#372.85

May 3rd 1881 Received on The within the Sum of Three Hundred and Seventy Two dollars and eighty five cts

John C Turner

May 3d 1882 Received on this assignment the further sum of Three Hundred and Twenty Eight dollars.

281.85 2 R.S.
33 " 20.
13 11 " 2.0.7.
328.00

John C Turner

Wm. G. Turner
3 Reed &c
3 Brittain

Deed Recorded

Filed 4th July 1881
Rec'd $1.00 on
acct. of Cash in adv.

Recorded
Book 16 Pg. 103

Acct'd. Sheriff
" Clerk
" Atty. Gen.
Atty. & Expenses

Rec'd of J C Thomas
Ninety Dollars & twenty
five cts in part Pay
of a Pasel of Land Said
Land James Said Thomas
& is thy Clear of
Land to his Heirs
& when Survied he is
to have a Deed for
Said Land & at Five
Dollars Per acre
May 10 1879

A. W. Chapman

Exhibit X

John C. Thomas . . . . . Plff.

v. In Chy.

J. O. Thomas & C. H. Chapman Defts.

On motion of the plaintiff by Counsel and for good cause shown an injunction is awarded him to injoin and restrain the said defendants J. O. Thomas his agents or attorneys and all others from cutting, felling or removing or in any manner injuring or destroying the wood & timber on the land in the Bill mentioned, lying and being in the County of Isle of Wight, adjoining the lands of the plaintiff and C. H. Chapman, and containing by survey 155 acres. And the Court doth direct that a copy of this order be served upon the said J. O. Thomas. But the plaintiff is not to have the benefit of this order until he shall enter into a bond with sufficient security in the penalty of $600. Six hundred dollars, payable to the defendants, and conditioned to pay all such costs and damages as he may sustain in consequence of the said injunction in case the same shall be dissolved.

Geo. Blow

Judge

A Copy.

Teste,

L. D. Young Clk.

Jno. C. Thomas
vs. Ch'n order
J. O. Thomas &
C. H. Chapman

For J. O. Thomas

The bond required
by this order has
been executed.
Test, N. B. Young clk.

about or 12th 13 Dec/82
received notice from R.E.
Boykin that an injunction
would be applied for
~~and the~~ next at night — the
the next day I went to
C.H. Chapman with
Geo D. Chapman & E.E.
Edwards he confirmed
to me the sale by the
contract —

staid at J.C. Thomas Dec
house Monday night 11th
told him not to eat over 12
in the morning of 12th

Wednesday 13th I went to see C.H.
Chapman with G.D. Chapman &
E.E. Edwards

Received of J. C. Thomas
Nine dollars and 25-Cts
in part payment of a parcel
of land said land joins
said Thomas and is the
closest land to his farm
and when surveyed he is
to have a deed for said
land at $3. per acre
Apl 10th 1879

Signed
C. H. Chapman

Thomas J. C

v

Thomas J. O

Mem: of Land

There is charged on the land book of Isle of Wight County to John C. Thomas a tract of 185 acres of land called adjoining C. H. Chapman & Co. also 85 acres adjoining Geo. D. Chapman &c.

Teste,

Mar. 12th 1883. J. D. Young clk

J. C. Thomas

vs

J. O. Thomas and C. H. Chapman

Upon application of the said J. C. Thomas for an injunction against the said J. O. Thomas.

affidavit of J. O. Thomas

I, J. O. Thomas, on oath say, that I have read the said plaintiff's bill and relation to the matters therein alleged say:

That on the 11th day of June 1881 he purchased for the sum of $450. of C. H. Chapman all the sawing timber on his land (12 inches on the stump and upwards.) Exhibit of John C. Thomas's form, and in the same manner and condition the timber sold by the Smithfield and Broad Water road, payable on July 1st, and the 1st day July 1882. That he paid the said purchase money in full at the time specified. And that he put upon the record of the County Court of Isle of Wight the said agreement on the 5th day of June 1882. All of which will appear by the original deed writing of said

with the receipt of payment & endorsement of receipt as aforesaid - which is herewith shown -

That it is not true as alleged by the said plaintiff in his bill, that prior to the aforesaid purchase of the timber aforesaid, this affiant was informed by the said C. H. Chapman of the said sale by the said Chapman to the said plaintiff - on the contrary this affiant says he had no knowledge, notice or information of the said sale to the plaintiff - That part of the negotiations of this affiant with the said Chapman for the purchase of the aforesaid timber was had in the presence of the said plaintiff, and in his hearing at the plaintiff's store - and the plaintiff knew at the time that this affiant was bargaining for the timber on the land now claimed by him, and he, the said plaintiff, did not then make known his pretended purchase, or make any claim to the said land - nor did he make known to him that he had any claim on the said timbered land or other land until this affiant had paid in full the purchase money for said timber and had received his said agreement.

not knowing anything at all of the agreement of Jno. D. & Co.

That this affiant does not know what land was embraced or intended to be embraced by the said agreement between the plaintiff and the said Chapman. Neither the said agreement nor the said bill give any definite information of the land even claimed to have been purchased by the plaintiff. This affiant has been informed by the said Chapman that he did not * sell to the said plaintiff any part of his timbered land. and the said Chapman also informed this affiant that he owned about 40 acres of cleared land adjoining the land of the said J. C. Thomas, which the said Thomas has enclosed. and that this was in the contemplation of the parties when he made the said agreement with the said plaintiff.

That the said plaintiff has aboundant timbered land adjoining and a part of his land. This affiant tried to purchase the saw timber off said land of the plaintiff, and the plaintiff asked him $1500. for said timber. That this timbered land of the plaintiff adjoins his said farm, and is nearly as convenient thereto.

That this affiant is largely engaged in the Saw-Mill business. which business requires the employment of a large number of teams and of many laborers: That after he purchased the aforesaid timber of the said Chapman, he moved his Mill to the said timbered land, and erected his necessary houses thereon and constructed a boggy tract to it. — That the purchase of said timber was the inducement of his moving his said Mill — and without said purchase he would not have so moved his said Mill — That this affiant has a boggy tract extending from Smithfield to his said Mill — a distance about 8 Miles — — That it formerly extended from Smithfield to Bethel Church, a distance of 6 Miles — at which at which Church his said Mill was previously located — That after the purchase of said timber he moved his Mill as aforesaid to the place where it is now located and extended its boggy tract to it a distance about two miles from Bethel Church.

That he has been operating on the said timber purchased of Chapman since the early part of this year (1882)

and he never heard of any claim of the said plaintiff as to his said pretended purchase until recently - and this was well known to the said plaintiff - for this affiant has been boarding with the said plaintiff for the last 7 or 8 months - and having many transactions with him in the meanwhile, in his store and otherwise -

That the clothing of the ~~plain~~ affiant's business by an injunction will put him to great damages and loss -

That this affiant has ample means to compensate the said plaintiff for any injury that he may sustain in the premises - should he have any rights involved -

That this affiant has not seen any of the surveys made by the plaintiff - and the bill gives him no information as to the lands embraced by said surveys -

That when a few days ago this affiant heard that the plaintiff had engaged N. E. Boykin Esq to sue out an injunction, this affiant went to

see the said C. H. Chapman, at his
his house - and then and there the
said C. H. Chapman in the presence
of Geo. D. Chapman and Eugene E.
Edwards, citizens of good standing,
and neighbours, stated that he had
not sold any of the said timber
land to the said J. C. Thomas -
or to any one else - except to this
affiant - to whom he said he had
sold the timber in question -
and that the said J. C. Thomas when
he came the surveys claimed to
have been made by him, knew that
he, the said C. H. Chapman, had sold
the said Timber to this affiant.

J. D. Thomas

City of Norfolk to wit:

I, L. B. Allen a
notary public for the Corporation
aforesaid in the State of Virginia, do
certify that J. D. Thomas whose name
is signed to the writing above, personally
appeared before me, in the Corporation
aforesaid, and made oath that the
allegations in said writing contained are
true - Given under my hand this
19th day. 1882.

L. B. Allen
Notary Public

J. L. Thomas
v
J. O. Thomas et al

Affidavit.
J. J. O. Thomas

To Wm. C. Thomas

Take notice that I shall on the ~~2~~ 19th day of March 1883, next, at the office of D. Hennessy Nelms in the Town of Smithfield between the hours of 8 a. m. and 6 p. m. of that day, proceed to take the Depositions of George D. Chapman Eugene E. Edwards and others, to be read as evidence in my behalf, in a certain suit-in Chancery, depending in the Circuit Court of Isle of Wight County, wherein I am are plaintiffs and _____ are defendants; and if from any cause the taking of the said Depositions be not commenced on that day, or if commenced be not concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time, at the same place and between the same hours, until the same shall be completed.

Respectfully.

J. C. Thomas
by R. S. Thomas
his atty

To the Sheriff of _____ County to execute.

Thomas L. O

v. Notice.

Thomas L. C.

Not finding the
within named Thos
C. Thomas at his
usual place of abode
I Executed the within
Summons by delivering
to L. O unto Thomas
a true Copy the said
L. O Thomas his Son
a member of his family
over the age of 16 years
& leaving the same
to him March. 8th
1883.

L. V.S. Edwards
Shff

To John C. Thomas

Take notice that I shall on the 19th day of March 1883, next, at the office of D. Hemmingsen in the town of Smithfield between the hours of 8 a. m. and 6 p. m. of that day, proceed to take the Depositions of Geo. D. Chapman Eugene E. Edwards and others, to be read as evidence in my behalf, in a certain suit in chancery, depending in the Circuit Court of Isle of Wright County, wherein I am ——— are plaintiffs and ——— are defendants; and if from any cause the taking of the said Depositions be not commenced on that day, or if commenced be not concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time, at the same place and between the same hours, until the same shall be completed.

Respectfully.

L. C. Thomas
by R. S. Thomas
his atty

To the Sheriff of ——— County to execute.

Thomas L. O
ads 3 Notice
Thomas Jas. C

The Commonwealth of Virginia,

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

We command you that you summon J. H. Eames

to appear at My office in the town of Smithfield

in the County of Isle of Wight, on the 19th *day of* March *18*83, *before* me

to testify and the truth to speak on behalf of J. O. Thomas

in a matter of controversy pending in the Circuit Court for the County of Isle of Wight between Jno. C. Thomas

Plaintiff and J. O. Thomas

Defendant And have then there this writ.

Given under my hand this 15th *day of* March *18*83

Signed [illegible]

Thomas. L. C.

v

Thomas. J. O.

Executed by delivering
to the within named
L. A. Davis a true Copy
of the within Summons
March 16th 1883.

A. B. Edwards Dept
For P. D. Barnard Shff

The Commonwealth of Virginia,

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

We command you that you summon Jno. D. Slagg

to appear at My office in the town of Smithfield

in the County of Isle of Wight, on the 19th *day of* March 1883, *before* me

to testify and the truth to speak on behalf of J. O. Thomas

in a matter of controversy pending in the Circuit Court for the County of Isle of Wight between Jno. C. Thomas

Plaintiff and J. O. Thomas

Defendant And have then there this writ

Given under my hand this 15 *day of* March 1883

Signed [illegible]

Thomas J. C

v

Thomas J. O

Executed by delivering
to the within named
Jno D Clay a true
Copy of the within
Summons March
16th 1886.

A. B. Edwards Dft.

For C. B. Edwards Dft.

The Commonwealth of Virginia,

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

We command you that you summon Geo. D. Chapman, Eugene E. Edwards, A. J. Edwards, R. H. Pulley & Jane English to appear at the office of I. Henning Helms in the town of Smithfield in the County of Isle of Wight, on the 19th day of March 1883, before the said I. Henning Helms a Notary Public for the County of Isle of Wight to testify and the truth to speak on behalf of J. L. Thomas in a matter of controversy pending in the Circuit Court for the County of Isle of Wight between Jno. L. Thomas Plaintiff and J. L. Thomas Defendant And have then there this writ.

Given under my hand this 8th day of Feb 1883

Signed I. Henning Helms

Thomas Jno. C.

v.

Thomas J. O.

Executed by delivering
to the within named
Geo. D Chapman
Eugene C Edwards
A. L Edwards R. N.
Pelly and Dennis
English each a true
Copy of the within
Summons March
8th 1883

L. B. Edwards Shff

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING

WE COMMAND YOU TO SUMMON J. A. Francis & C. H. Chapman

to appear at the Clerk's Office of the Circuit Court of Isle of Wight County, at Rules to be holden for the said Court, on the first Monday in March next to answer the Bill in Chancery of John C. Francis

~~of a plea of~~ ~~for $~~ ~~Damages $~~ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court at the Court House, the 24th day of February 1883, in the 107th year of the Commonwealth.

N. P. Young clk.

Memo. Precipe of this writ is to enjoin defendants
to declare and J. A. Thomas his agent, or attorney
shall from Cutting, Felling or Removing
or in any manner injuring or destroying the
wood or timber on the land in the Bill mentioned
Until by writ and being in the County of Pulaski
Wright.

Test, L. D. Young C.C.

Jno. C. Thomas

Inj. Dam. to
Ten Acres Bill
in Chan. &
Injn.

vs.

J. A. Thomas &
C. H. Chapman

To March Rls. 1853.

Boyd Rose Esq.

Copy of order of injn:
Sent out to be served
on J. A. Thomas Sheriff,
C.B.

The Bond required by
the order of the prejo
has been executed.

Test, L. D. Young C.C.

R. A. Thomas Esq. Sheriff &c.

Executed by delivering a true copy
of this writ and Chapman case a
true copy of the certificate thereon, this 3rd
Oct. 1853.

A. R. Edmonds Sh'ff

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING

WE COMMAND YOU TO SUMMON J. A. Thomas and C. H. Chapman

to appear at the Clerk's Office of the Circuit Court of Isle of Wight County, at Rules to be holden for the said Court, on the first Monday in March next to answer the Bill in Chancery of John C. Thomas

~~of a plea of~~ ~~for $~~ ~~Damages $~~ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court at the Court House, the 27th day of February 1883, in the 107th year of the Commonwealth.

N. P. Young Clk

A copy. Teste N. P. Young clk

Memo. The object of this suit is to injoin and restrain the defendant J. O. Thomas, his agents or attorneys from cutting, felling or removing or in any manner injuring or destroying the wood & timber on the land in the Bill mentioned lying and being in the county of Galveston

Teste, L. D. Evans Clk

Fee $1.00 Issued

Fee $1.00 Issued

Fee $1.00 Issued

Fee $1.00 Issued

Thomas

v

Thomas et-al.

This Defendant- saving and reserving all right- of exception to the many errors and imperfections in the said bill of the complainant- contained to answer thereto, or to so much thereof as he is advised it- is material and necessary for him to answer; answering, says, That- on the 11th. day of June 1881 he purchased from C. H. Chapman all of the Sawing timber on his land East- of John L. Thomas' farm and South of the Smithfield & Broad Water Road that was 12 inches on the Stump & upwards for $450.00 payable 1/2 cash & the balance July 1st- 1882; that he paid the purchase money in full at- the time Specified and got- upon the records of the County Court- of Isle of Wight- County- the said agreement- on the 5th. day of June 1882 - all- of which will appear by the original writing aforesaid with the receipts & payments and endorsements of record as aforesaid which is herewith filed as Exhibit.

2 That- it- is not- true as alleged by the said plaintiff in his bill, that prior to the afore

- said purchase of timber by this respon-
dent- that this respondent- was inform
-ed by the said C. H. Chapman of the sale
by the said Chapman to the said plaintiff.
On the contrary this respondent- says
he had no Knowledge, notice, informa-
tion or belief of the said sale to the said
plaintiff- that so far from Knowing
of or believing that there had ever been
any sale of any of the timbered land or
timber on the land aforesaid he had
every reason to believe & to Know that there
had been no such sale because part of
the negotiations of this respondent- with
the said C. H. Chapman for the purchase
of the aforesaid timber was had in the
presence of the said plaintiff and in his
hearing and in his store ~~and whilst he~~
~~was boarding, with him.~~ And the plain-
-tiff Knew at that time that this respon-
dent- was bargaining for the timber on
the land now claimed by him and he
did not- then make Known his pretended
purchase, nor did he make any claim
whatever to the timber, or to the land, nor
and he never made any claim whatso-
-ever to the said land, or timber until this
respondent- had paid in full the pur-

chase money for the said land and had
vended his agreement aforesaid. On
the contrary during the pendency of the
negotiation aforesaid for the purchase of
the timber of the said C. H. Chapman
aforesaid, he, the plaintiff, went with
this respondent & others & showed them
a part of
the lines of the said C. H. Chapman's
land including & enclosing the timber
on the land purchased by this respon-
dent & now claimed by the plaintiff
& separating & dividing it from the other
and adjacent lands of the said plain-
~~tf~~-tiff & he never once laid any claim
to the land, or timber in question & never
once hinted or asserted any purchase
or pretended purchase of the aforesaid
timber or land now in controversy.

This respondent not knowing
thing at-all of the alleged sale, or agreement
between the said plaintiff & the said C. H.
Chapman does not know what land
was embraced, or intended to be embraced
by the said agreement between the plain-
-tiff and the said Chapman. Neither the
said agreement nor the said bill gives
any definite information of the land
even claimed to have been purchased by
the said plaintiff. This respondent has

him as pointed by the said C. H. Chapman that he did not see, and never showed to the said plaintiff by the opposite attorney any part of his timbered land and that he did not mean, nor intend to show to the said plaintiff any portion of his timbered land & and that what he did see to him, & what he meant to see to him was the open field & the old field adjoining the said plaintiffs land next and nearest to his house a portion of which was then, & subsequently enclosed and cultivated by the said plaintiff.

That it is not true as alleged by the said plaintiff that he did not have on his farm prior to the alleged agreement with the said C. H. Chapman sufficient rail timber for fencing purposes. On the contrary he had an abundance of timbered land adjoining which this said respondent tried to purchase and he was charged for it the sum of $1500— And this timbered land of the plaintiff adjoins his farm & is readily accessible and convenient thereto.

That it is not true as alleged in the said bill that the said plaintiff took possession of the aforesaid timbered land & notoriously used for wood &

and timber permit. At the time of the aforesaid sale of the said C. H. Chapman to this respondent - he the said plaintiff did not have any possession whatever of this aforesaid timbered land, and he did not have it continuously and he did not have it notoriously. And he did not have such possession prior to the sale to this respondent and he has not had it since, and he never alleged, or asserted any claim to this land, or to the timber until - until just prior to this Injunction suit; and when this claim was thus asserted it was just as notoriously denied and denounced. On the contrary whilst this respondent was canvassing and debating where he should move & locate his mill the said plaintiff advised & persuaded him to locate it where it is in close proximity to this very land in controversy. And lastly when this said land was processioned it was processioned as formerly, by its former lines, as the land of C. H. Chapman, and that too when one of the processioners lines right at, & by the said plaintiff & has a store almost opposite his & within a few feet. So when this respondent was looking for & enquiring after & learning the bounda

ness of this very land, he was shewed
these boundaries including this very
land in question by the said plaintiff
and he never knew or asserted any
claim wht- & when it- was purchased
by his masters & friends he never asser-
ted or knew any claim to it.

That it is not true as alleged in the
said complainants bill that if the timber
is cut, sold & removed your complainant
will not have sufficient timber on
his farm aforesaid for the necessary
purposes of the said farm for he will
have what he did has always husbanded
had. His father occupied it for long years
before he did, and obtained from the
said farm the timber that was necessa-
ry for & the necessities of the farm and
not greater nor more than was necessa-
ry except the 30 or 40 acres bought of C. H. Chapman
& endorsed by the plaintiff. Nor is it
true as alleged by the said plaintiff that
the cutting, selling & removing of the
timber aforesaid will work or produce
any irreparable injury to the said plain-
tiff, for this plaintiff can or will re-
spond in any action ~~that~~ at law that
the said plaintiff may have or demand

of or against him. And this plaintiff
not to have demurs to this answer, a
suit in chancery because he says that
the plaintiff has a plain and adequate
remedy at Law.

And this respondent further says that
it is not true as the plaintiff hath alleged
that if the timber is cut, sold & removed
that the land will be worthless & of no value.

This respondent is largely
engaged in the Saw Mill business and
requires the employment of a large number
of hands and teams; that after he had pur-
chased the aforesaid timber of the said
Chapman he moved his Saw Mill to the
said timbered land and erected his necessa-
ry houses thereon and constructed a logg
road to it; that the purchase of the said
timber was the inducement of his moving
his said Mill and without it he would
not have done so. That this respon-
dent has a logg road or Farm road ex-
tending from Smithfield to his Saw
Mill - a distance of three & miles - that
it formerly extended to Bethel Church -
a distance of six miles - that after the
purchase of this said timber from the said
Chapman he moved his mill as afore
said to its present location & extended his road

from Bethel Church as aforesaid to his mill as at present located, at or near the timber in controversy. That he has been operating on the said timber purchased of the said Chapman since the early part of 1882 and never heard of any claim of the said plaintiff, until as aforesaid first immediately before the suing out of the plaintiffs writ of injunction and if in truth & in fact there was any real bona & bonafide agreement as alleged this plaintiff must have heard of it for he boarded with him for 7 or 8 months of that year prior to the injunction aforesaid and had many transactions with him in the meanwhile in his store, or otherwise. And if there was any real bona, & bonafide agreement as alleged & it was concealed from this respondent the said plaintiff aided and assisted in obtaining and in defrauding him of his money and in working & producing a fraud upon him.

That the issuing of the said injunction will & has put this respondent to great damages & its perpetuation will produce greater.

That a few days before this said injunction was granted hearing that the said

plaintiff had engaged Counsel to apply frid- this respondent went to see the said C. N. Chapman at his house & then & there he in the presence of Geo: D. Chapman & Eugene E. Edwards stated that he had not sold any of the said timber land to the said J. C. Thomas or to any one else except to this respondent to whom he said & repeated that he had sold the timber in question, and the said Jno: C. Thomas when he ran the survey claimed to have been made by him knew, that he the said Chapman had sold the timber in question to this respondent-

And having answered he prays hence to be dismissed with his reasonable costs in this behalf expended. And he will ever pray &c

J. O. Thomas

State of W. Va. County &c. wit-

I R. S. Thomas, a notary public for the county aforesaid in the State of Virginia do certify that I. O. Thomas whose name is signed to the writing above personally appeared before me in my county aforesaid & made oath that the statements are true so far as they are made on his own knowledge & that he believes them to be true

Thomas J. C

v.

Thomas J. O

Answer of
J. O. Thomas

To The Hon Geo Rives judge of the Circuit Court of the County of Isle of Wight.

Humbly complaining sheweth to the court your complainant Wm C Thomas.

That your complainant is the owner of a tract of land in the county of Isle of Wight adjoining the lands of L H Chapman.

That your complainant has not sufficient timber on said land for the purposes of said farm, and that prior to the purchase hereinafter mentioned was compelled to obtain rail timber from a separate tract of land owned by him, distant more than a mile from the eastern portion of the land aforesaid, at great cost and with much difficulty.

That to secure accessible rail and other timber for the purposes of said farm, your complainant on the 10th day of April 1879 entered into a written agreement with the said L H Chapman, by which the said L H Chapman agreed to sell to your complainant a part of his

Land next to your complainants
in the county aforesaid
land, for the sum of $3 per acre.
That your complainant paid in cash
the sum of $90.25 and that he has
made this and subsequent payments,
the exact amt of which is not now
known

That the number of acres
agreed to be sold to your complain-
ant was not specified in said agree-
ment, but the number of acres agreed
upon at the time and contemplated by
said agreement, was 80 or 100 acres,
and the said agreement provided
that a survey should be had and
upon the payment of $3 per acre
a deed should be executed to your
said complainant for said land.
The said agreement is herewith filed
marked A and prayed to be taken
as a part of this Bill.

That your complainant took pos-
session of said land and has
continuously and notoriously used
fire wood and rail timber from
the same.

That a survey has been had of
said land, which survey embraces

100 acres,

That subsequent to said agreement of sale, to wit on the 11th day of June 1881. The said C H Chapman by his deed of that date, sold to one I O Thomas all of the timber on the land belonging to him, east of the land of your complainant, which deed your complainant is informed and I O Thomas and was ——— recorded in the clerks office of the county court of the county aforesaid,

Your complainant is informed and so charges that the said C H Chapman did not intend to sell and did not in fact sell to the said I O Thomas, the timber on the land which the said C H Chapman had previously agreed to sell to your complainant as aforesaid, but on the contrary your complainant is informed and so charges, that prior to the sale of said timber to the said I O Thomas, the said C H Chapman informed the said I O Thomas of the agreement of sale to your complainant and that the exact number of acres had not been ascertained as a survey had not been made, and that the said I O Thomas had notice of said agreement.

That the said D O Thomas is cutting selling and removing the timber on the land aforesaid to be sold by the said C H Chapman to your complainant as aforesaid and unless restrained will soon cut, sell and remove all of the timber on the said land.

That if said timber is cut, sold and removed, your complainant will not have sufficient timber on his farm aforesaid for the necessary purposes of said farm, to his irreparable loss and injury and the land so agreed to be sold him will become worthless and of no value.

That your complainant is ready and willing, hereby specially offers to pay off and discharge any balance that may be due by him to the said C H Chapman and your complainant is informed and so charges that the said Chapman is ready and willing to receive the same and execute a deed for said land.

In tender consideration whereof and forasmuch as your complainant is without remedy at law and can

only be relieved by the aid of this
Hon Court of Chancery where
matters of this sort are alone and
properly cognizable, to the end that
justice may be done in the premises
your complainant prays that the
said J O Thomas be made a party
defendant to this Bill and be requir-
ed to answer the same, that the
said J O Thomas be perpetually
enjoined and restrained from
cutting, felling and removing the
timber on the said land agreed to be sold
to your complainant as aforesaid
by the said C H Chapman
and included within said survey and
owning the land of your complainant from the said C H Chapman
that proper process may issue and
that such other further and general
relief may be granted in the premises
as the nature of the case may require
or to equity shall seem meet, and
your complainant will ever pray &c

J O Thomas

State of Virginia County to wit

I, R E Boykin
a comr in chy of the Cir Ct for the
County aforesaid in the State of Va
do Certify that J O Thomas whose
name is signed to the above answer

Where the said C H Chapman may be required to specifically perform an agreement of sale and or the payment of the balance of the purchase money the Complainant in the Bill mentioned to grant a conveyance for the land by said agreement described, that all necessary & proper parties may be before the Court

personally appeared before me in my said County and made oath that the statements therein contained so far as made of his own knowledge are true and so far as made on knowledge or information arising from others he believes to be true.
Given under my hand this 16th day of Dec 1882.

R.E. Boykin Com.r

To the Clerk of the Circuit Court of the County of Dec'd Miss

On motion of the plaintiff by counsel and for good cause shown an injunction is awarded him to injoin and restrain the said defendant J O Thomas, his agents or attorneys and all others from cutting felling or removing or in any manner injuring or destroying the wood timber on the land in the Bill mentioned lying and being in the County of Leake & State aforesaid, adjoining the lands of the plaintiffs and C H Chapman and containing by survey 100 acres.

and the court doth direct that a copy of this order be served upon the said D O Thomas. But the plaintiff is not to have the benefit of this order, until he shall enter into a bond with sufficient sureties in the penalty of $600 Six hundred dollars. payable to the defendant, and conditioned to pay all such costs and damages as he may sustain in consequence of the said injunction, in case the same shall be dissolved.

Geo. W. Bond.

Judge &c.

Thomas
v } Duchay
Thomas

Complainants Bill,

Feby. 27th. 1883.
Filed and prays sub. &c.
to ans. at March Rules.

" March 2nd. 1883. Injn.
bond Executed.

" March Rules, 1883.
Sumt. exd. & ret.
nihil as. defts.

" Apl. Rls. 1883. Bill
taken for confd. &
Rd for hearing.

"

April Term 1883
final decree

Area 100. acres
Plotted 10 chains = 1 mile
Dec 1st 1851
E. M. Morrison
Surveyor
Cedar Post Pine Corner on C. Chatman
Gum
Pine
Pine
Pine
Pine
Pine Corner on C. Chatman
Pine
Pine
Pine
Pine
Pine

North

Turner & Sikes tract.

West

C H Chapman

J C Thomas

Old line of Schofman "A"

Hickory

Old Settlement

Mill

Broad water road

C H Chapman

Jos Thomas Mill

South