

1906-016 Chancery Cause: P. H. Carter vs Southern Pine Timber Company & G. S. Briggs

4

Isle of Wight County

Know all Men by these Presents, That we P. H. Carter principal and
W. J. Carter, surety
are held and firmly bound unto the Commonwealth of Virginia, in the sum of Three Hundred
(1300) dollars, to the payment whereof, well and truly to be made to
the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors
and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our
exemptions as to this obligation, and also of any claim, or right to discharge any liability to the Common-
wealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds
of this State. Scaled with our seals, and dated this 23rd day of March,
one thousand ~~eight hundred~~ ^{nine hundred} and Six (1906).

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound P. H. Carter

on his bill in chancery against Southern Pine Timber Company
and G. S. Briggs

addressed to the Judge of the Circuit Court of the County of Isle of Wight
of the Corporation County of the City of Newport News, Virginia
has obtained from the said Judge an injunction to Injoin and restrain the said Southern Pine Tim-
ber Company, and G. S. Briggs, their agents, attorneys, employees and
all others from further proceeding with the erection of the pier across the
lands of complainant mentioned and described in the Bill.

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding
the said injunction, that the plaintiff shall not have the benefit thereof until P. H. Carter
or some one for him, shall enter into a bond, with good security, in the clerk's office of the said
court, payable to the Commonwealth of Virginia, in the penalty of Three Hundred (1300)
dollars, and conditioned to pay all such costs as may be awarded against the
said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now,
therefore, if the said P. H. Carter shall pay all such costs as
may be awarded against him, and all such damages as shall be incurred in case the said injunc-
tion be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.

Executed in the presence of

A. S. Johnson
Clerk of the Circuit Court
of Isle of Wight County

P. H. Carter
W. J. Carter



In the Clerk's Office of the Circuit Court of the County of Isle of Wight

This day personally appeared before me A. S. Johnson, Clerk
of the Circuit Court of the County of Isle of Wight
W. J. Carter, and made oath
that his estate, after the payment of all his just debts, and those for which he is bound as
security for others and expects to have to pay, is worth the sum of Three Hundred
dollars, over and above all exemptions allowed by law.

Given under my hand this 23rd day of March, 1906

Teste, A. S. Johnson Clerk.

a copy
Teste, A. S. Johnson clerk

J. H. Carter

to

{

INJUNCTION BOND.

Commonwealth

Carter vs. L. Pine Tucker, les. Tur.

In the County Court of the

Circuit Court,

of the

County of Clark, State of West

23rd March, 1906

~~bond~~
~~taken~~ recorded and

filed.
Teste, A. S. Johnson, clk.

A copy

March 23, 1906.

Received of the Southern Pine Timber Company-
Seventy-five &00/100 Dollars

In full claim of use of Oyster ground leased by me
for building wharf and trestle in injunction suit brought.

It is understood that all precaution possible
be used to prevent lighters laying aground at low water
in constructing trestle.

(Signed) P. H. Carter.

Witness-

W. T. Carter, Jr.

P. H. Carter
vs) Bill of costs
So. Pine Timber Co. & G. S. Briggs

Clerk's fees,.....	\$5.44
Writ tax,.....	1.50
Attorney,.....	2.50
Sergeant of Norfolk,.....	1.50
Sheriff of Isle of Wight	1.00

Writ tax and 50¢ for Sgt. City of Norfolk paid by ptf.

The Commonwealth of Virginia,

To the Sergeant of the City of Norfolk, Greeting:

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

WE COMMAND YOU that you summon Southern Pine Timber Company, a corporation, and G. S. Briggs,

to appear at the Clerk's office of the Circuit Court of the County of Isle of Wight, at the rules to be held for the said Court, on the 3rd. Monday in M April, 1906, to answer a bill in chancery, exhibited against them in our said court for by P. H. Carter,

And have then there this writ. Witness A. S. Johnson, Nathaniel F. Young, Clerk of our said court, at the court-house, the 23rd. day of March, 1906, and in the 12130th. year of the Commonwealth.

Teste,

A. S. Johnson, Clerk

Executed in the City
of Norfolk on the 26
day of March 1906, by
delivering copies hereof
and a copy of the Bill
and order of Court, to
G. S. Briggs individually
and as Secretary
and Treasurer of the
Southern Pine Timber
Company, the same
G. S. Briggs being in
but not a resident of
the City of Norfolk
at the time of such
service, where his place
of business is, and
the principal office
of said Southern Pine
Timber Co is located.

J. F. Lawler, Sergt
City of Norfolk
By C. L. Quinn
Deputy

W. Carter

SUBPOENA

IN

CHANCERY.

VS.

Southern Pine Timber Co.
G. S. Briggs

Johns Hill

p. 9

To H. 2nd April Rules,

Scout Court.

1906

B 33119

The Commonwealth of Virginia,

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

WE COMMAND YOU that you summon Southern Pine Timber Company, a
corporation; and G. S. Briggs,

to appear at the Clerk's office of the Circuit Court of the County of Isle of Wight
at the rules to be held for the said Court, on the 3rd. Monday in April 190 6,
to answer a bill in chancery, exhibited against them in our said court ~~for~~
by P. H. Carter,

And have then there this writ. Witness A. S. Johnson,
~~NATHANIEL P. YOUNG~~, Clerk of our said court, at
the court-house, the 23rd. day of March, 190 6, and in the 12th ~~xx130th.~~
year of the Commonwealth.

teste, —

Copy

Test A. S. Johnson, Clerk

vs.

}

SUBPOENA
IN
CHANCERY.

p. q

To *Rules,*

..... *Court.*

B 33119

The Commonwealth of Virginia,

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

WE COMMAND YOU that you summon Southern Pine Timber Company, a
corporation; and G. S. Briggs,

to appear at the Clerk's office of the Circuit Court of the County of Isle of Wight
at the rules to be held for the said Court, on the 3rd. Monday in April 190 6,
to answer a bill in chancery, exhibited against them in our said court ~~for~~
by P. H. Carter,

And have then there this writ. Witness A. S. Johnson,
~~NATHANIEL F. YOUNG~~, Clerk of our said court, at
the court-house, the 23rd. day of March, 190 6, and in the ~~12~~ 130th.
year of the Commonwealth.

teste, —

A. S. Johnson, Clerk

Executed by delivering a copy of the within
 summons to C. J. Whitehead who stated
 he was the Contractor & Foreman of the construc-
 tion of the Pier then on the scene, appraising the
 Pile Driver, also a copy of the subpoena
 over. after reading the same to him in
 Pagan River in May County. March 23rd 1906
 To A. Edwards Esq

D. H. Carter

SUBPOENA
IN
CHANCERY.

VS.

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Do. J. J. Lumber Co

vs

John W. W. W.

p. 9

2nd April

Rules,

Circuit

Court.

1906

B33119

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

TO THE HONORABLE R. R. PRENTIS, JUDGE OF THE CIRCUIT COURT
OF THE COUNTY OF ISLE OF WIGHT, VIRGINIA:

Humbly complaining, your complainant, P. H. Carter, a citizen and resident of Isle of Wight County, Virginia, shows to your Honor the following case,-

That he has acquired from the State of Virginia, under, and by virtue of a proper lease a certain tract of land, or ground, for the purpose of planting oysters thereon, containing six and three-tenths ($6\frac{3}{10}$) acres, which has been duly laid off to him according to the laws of the State of Virginia.

That the said land is situate, lying and being near the mouth of Pagan Creek, in the County of Isle of Wight, Virginia, and is bounded on the north by I. H. Carter; on the east by W. T. Carter; on the south by J. F. Wooster, and on the west by Day's Point shore.

That he has been in the possession of the said land for at least the last four years.

That he has planted a large amount of oysters and shells on the said land for the propagation of oysters. That there is a fine strike on the said shells, and a great many young oysters thereon from all sizes from the beginning of the spat to marketable size.

That any serious disturbance of the younger oysters will result in their death and destruction.

That he has been in the quiet enjoyment of the said land from the said State during the said time, and upon which he has paid the annual rental, and complied with all the provisions of the law to entitle him to the full use and enjoyment thereof.

Within the past few weeks the Southern Pine ~~and~~ Timber Company, a corporation, and G. S. Briggs, have begun the construction of a wharf, or pier, extending from their land adjoining Pagan Creek and James River out into the mouth of Pagan Creek.

ⁱⁿ
That ~~the~~ said construction, they have proceeded to construct the said wharf across your complainant's ground, above described.

Your complainant has forbid this construction, but notwithstanding his forbidding the same, the Said Southern Pine ~~and~~ Timber Company, and the said G. S. Briggs have totally disregarded your complainant's rights in the premises and are now proceeding with the actual construction of said pier across his lands above described by driving piles in the bottom preparatory to the further construction of the said pier.

That in driving the said piles, the said Southern Pine ~~and~~ Timber Company, and the said G. S. Briggs are using in and about the said work a lawge scow about fifty or sixty feet in length,-- upon which there is a pile-driver.

That the piles used in the construction of the pier are being brought to the site of the proposed pier by rafts; that when the tide is low this scow and these rafts strike the bottom, damaging and ruining the oysters.

That the said construction of the said pier is in violation of your complainant's rights, and unless an injunction is awarded to prohibit the Southern Pine ~~and~~ Timber Company, and the said G. S. Briggs from further proceeding in the erection of the said pier, large and irreparable damage will result therefrom.

In tender consideration whereof, and for as much as your complainant is remediless in the premises,--save by this

Honorable Court, where matters of this kind are alone and proper cognizable, your complainant prays that the said Southern Pine ~~and~~ Timber Company, and the said G. S. Briggs, be made parties defendant to this bill and required to answer the same, but answer under oath is hereby waived. That the said Southern Pine ~~and~~ Timber Company, and the said G. S. Briggs, their agents, attorneys, employees, and all others, may be enjoined and restrained from proceeding with the erection and construction of the said pier across the lands or grounds of your complainant.

That proper process issue and all proper orders be made that the said Southern Pine ~~and~~ Timber Company, and the said G. S. Briggs may be required to immediately remove from the said grounds of your complainant all of the piles, and other structural work which they have placed upon the said lands, and that the said Southern Pine ~~and~~ Timber Company, and the said G. S. Briggs may be required to pay to your complainant all damages which he has sustained by reason of the erection and construction of the said pier, and the driving of the said piles, and that all such other, further and general relief may be afforded your complainant as the nature of his case may require, or to equity shall seem meet, and your complainant will ever pray, etc.

Arthur H. Miller

P. Q.

P. H. Carter

VIRGINIA,)
CITY OF NEWPORT NEWS,) TO-WIT:

This day personally appeared before me, the undersigned, a Notary Public, for the City of Newport News, Virginia, P.H. Carter, and made oath that he believes the statements made in the foregoing bill are true.

Given under my hand this 21st day of March, 1906.

My commission expires

on the 14 day of July 1908.

W B Colonna
Notary Public. J

P.H. CARTER,
vs.

SOUTHERN PINE ~~AND~~ TIMBER COMPANY,
and,

G.S. BRIGGS.

On motion of plaintiff by counsel, and for good cause shown, an injunction is awarded him to enjoin and restrain the Southern Pine ~~and~~ Timber Company, and G. S. Briggs, their agents, attorneys, employees, and all others from further proceeding with the erection of the pier across the lands of complainant mentioned and described in the bill, until further order of the Court.

And it is further ordered that the Sheriff in addition to serving a copy of this order on the defendants herein named, shall read the said injunction to any persons found in the actual construction of the said pier and deliver a copy of this injunction to the foreman engaged in the said work.

But the plaintiff is not to have the benefit of this order until he, or some one for him shall enter into Bond with sufficient security in the penalty of \$300 00, payable to the defendants, and conditioned to pay all such cost and damages as they may sustain in consequence of the said injunction in case the same shall be dissolved.

1906-Mch. 21.

To the Clerk of the Circuit Court of
Isle of Wight Co.:

Enter this:-

J. J. Barham
Judge of the Corpora-
tion Court for the
City of Newport News Va

23 March 1906

~~Vacation~~ injunction order
indexed of record

Test. A. Johnson. Clerk

IN THE CIRCUIT COURT OF
ISLE OF WIGHT COUNTY, VA.

P.H. CARTER,

vs.) In Chancery.

SOUTHERN PINE & TIMBER CO.,

and,

G.S. BRIGGS.

BILL.

In the Clerk's Office of the
Circuit Court,
County of Isle of Wight

123
day of *March* *1906*

Bill
was received and *filed*

Test: [Signature] Clerk

NELMS & WISE,
COUNSELLORS AT LAW,
NELMS BUILDING,
NEWPORT NEWS, VIRGINIA.

W. T. BARRON & CO., PRINTERS, NORFOLK, VA.